



**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD OF TRUSTEES**

**REGULAR MEETING  
WEDNESDAY, SEPTEMBER 23, 2015**

**NEW BUSINESS**

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23 2015

New Business Agenda Item No. A

Fiscal Services  
College Area

**Proposal:**

That the Governing Board review and discuss the 2015-2016 Monthly Financial Report for the period ending August 31, 2015.

**Background:**

The Board routinely reviews financial data regarding expenses and revenues to monitor District fiscal operations.

**Budgetary Implications:**

None.

**RESOLUTION: BE IT RESOLVED**, that the 2015-2016 Monthly Financial Report for the period ending August 31, 2015, be accepted.

**Recommended By:**



Steven L. Crow, Professional Expert, Administrative Services

**Prepared By:**



Rosemary Barrios, Controller

**Agenda Approval:**



Dr. Walter Tribley, Superintendent/President

**Monterey Peninsula College**  
**Fiscal Year 2015-16**  
**Financial and Budgetary Report**  
**August 31, 2015**

Enclosed please find attached the Summary of All Funds Report for the month ending August 31, 2015 for your review and approval. The financial report is an internal management report submitted to the Board of Trustees to compare actual financial activities to the approved budgets.

Operating Fund net revenue through August 31, 2015 is \$2,484,266 which is 5.0% of the operating budget for this fiscal year. Expenditures year-to-date total \$5,689,739 which is 31.1% of the operating budget for this fiscal year, for a net difference of -\$3,205,473.

**Unrestricted General Fund**

**Revenues**

- August apportionment of \$1.1M has been received this month.
- Other local revenue received which includes: enrollment fees, course material fees, and other local revenues totaling \$71,176.

**Expenditures**

Overall the District operating funds expenditures continue to track as projected.

**Self Insurance Fund**

- Self Insurance Fund (SIF) expenses are at 24.3% of budgeted expenditures.

**Other Fiduciary Funds**

- Fiduciary Funds are tracking close to budget.

**Cash Balance:**

The total cash balance for all funds is \$24,498,288 including bond cash of \$9,784,319 and \$14,713,969 for all other funds. Operating funds cash is \$7,403,166. Cash balance in the General Fund is at \$6,392,899 for the month ending August 31, 2015.

**Other:**

No Bond Expenditure Report was completed this month due to no bond expenditures to be reported.

Monterey Peninsula Community College  
 Monthly Financial Report  
 August 31, 2015

**Summary of All Funds**

Funds	Beginning Fund Balance		Revised Budgets 2015 - 2016		Ending Fund Balance 6/30/2016		Year to Date Actual 2015 - 2016				% Actual to Budget		Cash Balance
	07/01/15		Revenue	Expense	6/30/2016		Revenue	Expense	Encumbrances	Rev	Expense	8/31/2015	
General - Unrestricted	\$3,802,947	\$41,352,541	\$44,468,339	\$687,149			2,431,398	4,715,013	9,705,586	5.9%	32.4%	\$6,392,899	
General - Restricted	0	7,248,791	7,248,791	0			36,989	838,987	831,102	0.5%	23.0%	0	
Child Dev - Unrestricted	0	129,652	129,652	0			6	23,265	15,099	0.0%	29.6%	8,911	
Child Dev - Restricted	0	405,461	405,461	0			0	40,094	67,012	0.0%	26.4%	0	
Student Center	414,127	259,200	259,200	414,127			2,441	10,918	66,142	0.9%	29.7%	435,907	
Parking	535,794	484,000	484,000	535,794			13,432	61,462	95,651	2.8%	32.5%	565,449	
<b>Subtotal Operating Funds</b>	<b>\$4,752,868</b>	<b>\$49,879,645</b>	<b>\$52,995,443</b>	<b>\$1,637,070</b>			<b>\$2,484,266</b>	<b>\$5,689,739</b>	<b>\$10,780,592</b>	<b>5.0%</b>	<b>31.1%</b>	<b>\$7,403,166</b>	
Self Insurance	1,761,464	6,728,726	6,728,726	1,761,464			0	1,482,146	153,251	0.0%	24.3%	1,360,942	
Worker Comp	106,000	25,000	60,000	71,000			0	10,944	4,125	0.0%	25.1%	114,103	
Other Post Employment Benefits	4,009,151	100,770	0	4,109,921			0	0	0	0.0%	0.0%	4,011,612	
Capital Project	378,443	850,690	877,370	351,763			3,468	57,379	235,138	0.4%	33.3%	702,965	
Building	9,759,850	20,000	0	9,779,850			0	0	2,155	0.0%	0.0%	9,784,319	
Revenue Bond	22,331	22,100	22,100	22,331			0	0	0	0.0%	0.0%	22,332	
Associated Student	92,451	90,000	90,000	92,451			2	120	0	0.0%	0.1%	203,658	
Financial Aid	17,745	5,400,000	5,400,000	17,745			378,093	378,093	0	7.0%	7.0%	78,839	
Scholarship & Loans	272,948	935,000	935,000	272,948			210,221	110,501	0	22.5%	11.8%	273,141	
Trust Funds	293,917	744,500	744,500	293,917			166,058	88,407	0	22.3%	11.9%	519,055	
Orr Estate	12,302	5,000	5,000	12,302			519	19	0	10.4%	0.4%	24,156	
<b>Total all Funds</b>	<b>\$21,479,470</b>	<b>\$64,801,431</b>	<b>\$67,858,139</b>	<b>\$18,422,762</b>			<b>\$3,242,627</b>	<b>\$7,817,348</b>	<b>\$11,175,261</b>	<b>5.0%</b>	<b>11.5%</b>	<b>\$24,498,288</b>	

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

New Business Agenda Item No. B

Human Resources  
College Area

**Proposal:**

That the Governing Board approve the corrected 2015-16 Schedule A – Contract Faculty effective July 1, 2015.

**Background:**

The 2015-2016 salary schedule for Contract Faculty, Schedule A that was approved at the August 26, 2015 Governing Board Meeting was incorrect. The annual salaries did not reflect the 1.08% increase. The table listing Steps 1 through 27, Columns I through V have been corrected to reflect the increase.

**Budgetary Implications:**

The costs are included in the 2015-16 Final Budget.

**RESOLUTION: BE IT RESOLVED**, that the Governing Board approve the corrected Schedule A – Contract Faculty effective July 1, 2015.

**Recommended By:**

  
Susan Kitagawa, Associate Dean of Human Resources

**Prepared By:**

  
Shirley Kim, HR Benefits & Retirement Coordinator

**Agenda Approval:**

  
Dr. Walter Tribley, Superintendent/President

# Monterey Peninsula Community College District

## SCHEDULE A – CONTRACT FACULTY

2015-2016  
Effective July 1, 2015

<b>Step</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>Step</b>
<b>1</b>	45,093	48,814	52,532	56,251	59,975	<b>1</b>
<b>2</b>	47,343	51,061	54,779	58,505	62,223	<b>2</b>
<b>3</b>	49,602	53,318	57,039	60,758	64,482	<b>3</b>
<b>4</b>	51,852	55,571	59,292	63,011	66,733	<b>4</b>
<b>5</b>	54,104	57,827	61,542	65,263	68,988	<b>5</b>
<b>6</b>		60,078	63,801	67,528	71,235	<b>6</b>
<b>7</b>		62,348	66,054	69,777	73,502	<b>7</b>
<b>8</b>		64,590	68,314	72,029	75,754	<b>8</b>
<b>9</b>			70,574	74,289	78,012	<b>9</b>
<b>10</b>			72,809	76,538	80,265	<b>10</b>
<b>11</b>			75,063	78,797	82,390	<b>11</b>
<b>12</b>				81,046	84,774	<b>12</b>
<b>13</b>				83,301	87,022	<b>13</b>
<b>18</b>				85,554	89,276	<b>18</b>
<b>21</b>					91,538	<b>21</b>
<b>24</b>					93,791	<b>24</b>
<b>27</b>					96,040	<b>27</b>

Effective July 1, 2007 – Longevity step 15 is eliminated.

**Notes:**

1. Unless approved by the Superintendent/President, and ratified by the Governing Board, the maximum salary at which a new person may be hired is Step 6 in the appropriate column of the schedule.
2. An annual bonus of \$2,881 will be awarded for an earned doctorate from an accredited institution.
3. An annual bonus of \$2,043 will be awarded for multiple master's degrees. Unit members receiving a stipend for an earned doctorate will not be eligible for a multiple master's degrees stipend.
4. Directors with extra responsibility pay will earn an annual stipend of \$1,805.
5. Instructors will earn a work experience stipend of \$75.00 per student unless the student is part of an instructor's load.
6. Per section 16.4.4.3 of the MPCCD/MPCTA agreement, a unit member who has reached the top of any truncated column shall not receive step credit on the next higher column for the years during which he/she was frozen at his/her step on the lower column.

Effective Date: July 1, 2015 with 1.08% increase  
Board Approval: September 23, 2015

**SCHEDULE A**  
**SALARY SCHEDULE**  
**FACULTY QUALIFIED BY STATE MINIMUM STANDARDS**

I	II	III	IV	V
Academic Disciplines Requiring a Master's Degree		Master's Degree	BA + 60 Semester Units, including MA	BA + 90 Semester Units, including MA
Occupational Disciplines Requiring a Master's Degree		Master's Degree	Master's Degree + 2 Years Occupational Experience OR Bachelor's Degree + 60 Semester Units, including MA	Master's Degree + 4 Years Occupational Experience OR Bachelor's Degree + 90 Semester Units, including MA
Disciplines <b>NOT</b> Requiring a Master's Degree	Bachelor's Degree + 2 Years Occupational Experience OR Associate's Degree + 6 Years Occupational Experience OR Limited Service Credential, based on Associate's or High School Degree	Bachelor's Degree + 2 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree OR Associate's Degree + 6 Years Occupational Experience + 12 Semester Units in Education	Bachelor's Degree + 2 Years Occupational Experience + 30 Semester Units including 6 Semester Units in Education OR Bachelor's Degree + 4 Years Occupational Experience + 6 Semester Units in Education OR Master's Degree + 2 Years Occupational Experience OR Associate's Degree + 6 Years Occupational Experience + 30 Semester Units including 12 Units in Education	Bachelor's Degree + 2 Years Occupational Experience + 60 Semester Units including 6 Units in Education OR Bachelor's Degree + 4 Years Occupational Experience + 30 Semester Units including 6 Units in Education OR Bachelor's Degree + 6 Years Occupational Experience + 6 Units in Education OR Master's Degree + 4 Years Occupational Experience or Associate's Degree + 6 Years Occupational Experience + 60 Semester Units including 12 Units in Education

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

President's Office

College Area

### New Business Agenda Item No. C

#### Proposal:

That the Governing Board review Board Policies: 4010 - Academic Calendar; 4030 - Academic Freedom; 4050 - Articulation; 4225 - Course Repetition; 4300 - Field Trips and Excursions; 4330 - Instructional Service Agreements; 4334 - Contract Education; and 5052 - Open Enrollment.

#### Background:

In May 2012, the District approved a new approach for revision of board policies where the policy language provided through the Community College League of California (CCLC) policies and procedure subscription service would be adopted without change, including the numbering, except in limited circumstances. The goal of the new approach is to adopt CCLC's policy manual in its entirety, as a replacement for the District's existing policies. This approach will ensure the District has the essential policies in place and the deleting of out-of-date or noncompliant policies will be accomplished more efficiently. The acceptance of the CCLC policy language without revision is advised to safeguard the District and avoid the need for review of language modifications by local legal counsel, saving District legal costs.

An extensive update of board policies is being implemented and policies will be presented to the Board in a group for review and approval to facilitate the policy update. The Board Policies Subcommittee recently completed its review of several policies in the academic affairs area. These policies were previously reviewed and recommended by the Academic Affairs Advisory Group, Academic Senate, and College Council. Subcommittee questions on specific policies will be addressed at the Board meeting.

The attached policies are presented for a first reading for Governing Board review and will return for action at the next board meeting:

Board Policy 4010	Academic Calendar (no existing MPC policy)
Board Policy 4030	Academic Freedom (existing MPC policy 3120 – no text changes)
Board Policy 4050	Articulation (no existing MPC policy)
Board Policy 4225	Course Repetition (existing MPC policy 3110)
Board Policy 4300	Field Trips and Excursions (no existing MPC policy)
Board Policy 4330	Instructional Service Agreements (existing MPC policy 3030)
Board Policy 4334	Contract Education (existing MPC policy 3035)
Board Policy 5052	Open Enrollment (existing MPC policy 3100)

#### Budgetary Implications:

None.



**INFORMATION:** First reading of Board Policies: 4010 - Academic Calendar; 4030 - Academic Freedom; 4050 - Articulation; 4225 - Course Repetition; 4300 - Field Trips and Excursions; 4330 - Instructional Service Agreements; 4334 - Contract Education; and 5052 - Open Enrollment

**Recommended By:** Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

**Prepared By:** Vicki Nakamura  
Vicki Nakamura, Assistant to the President

**Agenda Approval:** Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

c://Board/Board policies review.doc



## GOVERNING BOARD POLICIES

### **Chapter 4    Academic Affairs**

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**4010**

#### **BP 4010    Academic Calendar**

The President/Superintendent shall, in consultation with the MPCEA, MPCTA, the Academic Senate, and the ASMPC, submit to the Board for approval an academic calendar.

**References:** Education Code Section 70902(b)(12)

**Adopted:**

GOVERNING BOARD POLICIES

**BP 4030 Academic Freedom**

The purpose of this policy is to define “academic freedom” so as to protect the institutional neutrality of Monterey Peninsula College (MPC) in its practice of intellectual pluralism<sup>1</sup> and to defend faculty, students, and the curriculum from the influence of any current or future political fashion or orthodoxy.<sup>2</sup> The college is a bastion of competing ideas; unanimity is anathema to academic freedom and intellectual life.

In general, at MPC academic freedom means that “faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as judged by the academic/educational community in general. Regardless of institutional affiliation or sponsorship, [MPC] maintains an atmosphere in which intellectual freedom and independence exist.”<sup>3</sup>

More specifically, MPC defines academic freedom as that aggregate of principles which comport with the American Association of University Professors’ (AAUP) 1940 “Statement of Principles on Academic Freedom and Tenure” and its 1970 “Interpretive Comments” (Appendix #1) except where those documents conflict with the Monterey Peninsula Community College District/Monterey Peninsula College Teachers Association Collective Bargaining Agreement. MPC thereby recognizes the freedom of teachers to teach and students to learn as educationally constitutive and essential to academic life. Further, as a publicly-funded institution of higher learning, MPC embraces its obligation to obey and enforce the rights and principles of the United States Constitution, Bill of Rights, and the U.S. Department of Education Office for Civil Rights (OCR).<sup>4</sup>

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<sup>1</sup> “The university is the home and sponsor of critics; it is not itself the critic.” The Kalven Committee, “Report on the University’s Role in Political and Social Action,” (1967).  
<<http://www.uchicago.edu/docs/policies/provostoffice/kalverpt.pdf>>.

<sup>2</sup> “It is a human failing common to us all that we rarely see our own abuses of power, and no one, right, left, or center, is innocent of that failing. Once these abuses are called to consciousness, however, it becomes a moral imperative to restrain ourselves and to grant to others the academic freedom that we would demand for ourselves.” Professor Alan Charles Kors, letter, July 19, 2000.

<sup>3</sup> WASC Accreditation Reference Handbook, 2006, page 8  
<<http://www.accjc.org/documents/Accreditation%20Reference%20Manual%20Rev%20Aug%2031%202006.pdf>>.

<sup>4</sup> “OCR has consistently maintained that schools in regulating the conduct of students and faculty to prevent or redress discrimination must formulate, interpret, and apply their rules in a manner that respects the legal rights of students and faculty, including those court precedents interpreting the concept of free speech. OCR’s regulations and policies do not require or prescribe speech, conduct or harassment codes that impair the exercise of rights protected under the First Amendment.” Letter from Gerald A. Reynolds, Assistant Secretary, Office for Civil Rights, United States Department of Education, July 28, 2003  
<<http://www.thefire.org/index.php/article/5046.html>>

## GOVERNING BOARD POLICIES

Moreover, in order that students may experience a representative “marketplace of ideas,”<sup>5</sup> MPC promotes robust intellectual pluralism practiced in an atmosphere of objectivity, respect, and civility. MPC agrees that “[s]tudents have a right to courses that accurately reflect the description in the course catalog. Students have a right to courses that are not misused to advance professors' personal social or political agendas or their subsidiary interests, as described in the AAUP Statement on Professional Ethics (1987).<sup>6</sup> Students have a right to learn in an environment that fosters open inquiry and freedom of expression - without fear of reprisal, ridicule, or hostility.”<sup>7</sup> Education leads students to independent thought, not to conversion or conformity. Teachers have the right and responsibility to select texts and educational materials for their courses based on their professional training and expertise.

That a college curriculum may be intellectually dynamic and produce discomfort for students of fixed belief does not create a conflict with students' right to a decorous learning environment. Subjective criteria such as discomfort and even offensiveness are impermissible grounds on which to base a complaint; appropriateness of classroom material and discussion can only be determined by disinterested peers applying professional standards appropriate to the discipline. While MPC instructors should make every effort not to be gratuitously invidious or offensive, they have the right to present material which may be considered offensive by some. Teachers should be thorough about explaining their teaching methodologies in course syllabi because without doing so, some courts have found that “[a]n instructor's choice of teaching methods does not rise to the level of protected expression . . . .”<sup>8</sup> Students, however, will at all times be evaluated only by how well they master the subject matter of a course, not by whether they personally agree with it or reject it.

Method of evaluation, formulation of objectives or outcomes consistent with the course description, and assignment of a final grade are the right and responsibility of the individual instructor.

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<sup>5</sup> *The United States Supreme Court in Keyishian v. Board of Regents of the State University of New York* (1967) declared that the First Amendment “does not tolerate laws that cast a pall of orthodoxy over the classroom...[which is] peculiarly the marketplace of ideas”  
<<http://caselaw.lp.findlaw.com/scripts/getcase.pl?court=us&vol=385&invol=589>>.

<sup>6</sup> <<http://www.aaup.org/AAUP/pubsres/policydocs/statementonprofessionalethics.htm>>.

<sup>7</sup> <<http://www.noindoctrination.org/acadf.shtml#noindoc>>.

<sup>8</sup> Sixth District Court, *Dambrot vs. Central Michigan University*. 2001 FED App. 0057P (6th Cir.).  
File Name: 01a0057p.06

In order to maintain a climate of free inquiry for students, MPC recognizes that not all knowledge and educational benefit is immediate, concrete, or measurable. Evaluation of student learning may reflect factual knowledge when appropriate; however, in some disciplines, evaluation concerns qualities which are not measurable, do not represent factual knowledge, and/or cannot be stated in quantifiable terms. Teachers of these subjects, therefore, should not be forced to measure student learning using quantifiable criteria. Evaluation criteria derived from doctrinal principles extraneous to the discipline as well as attitudinal, behavioral, and/or values-laden evaluations unrelated to the course description should never be formulated or applied. Similarly, teachers should not be coerced by ideological or dogmatic curricular mandates or standards, and teachers are never required to teach against conscience or expertise.<sup>9</sup>

Teachers in some disciplines (as in, the humanities and the social sciences) must hew to the unsettled, problematic, imponderable, or ambiguous nature of their discipline's knowledge, the teaching of which may entail, as proper pedagogy, the asking of provocative questions (Socratic dialogue) or even expressing opinions which they do not in fact hold (playing devil's advocate). The nature of knowledge in other disciplines (such as math and science, business) obliges teachers to concentrate on transmitting established professional ideas, standards, and robust scholarly theories to students. Teachers may rightfully choose not to expend class time refuting tendentious objections or metaphysical speculations. Still other disciplines (as in art, music, creative writing) require the most liberal conception and exercise of academic freedom as their realms concern the exploration of artistic expression. Within these disciplines, academic freedom must protect the validity of intuitive knowledge and presentational art forms, and the instructor's right to choose programming content within these art forms for classroom or public presentation. Academic freedom includes the recognition and encouragement of the traditional role of the arts to explore content which may be controversial and discomfiting. Instructors have the right and obligation to exercise subjective judgment, informed by training and experience, in evaluating student work and choosing the content of public presentations. MPC fully subscribes to the AAUP 1990 Committee A Policy Statement on Academic Freedom and Artistic Expression (Appendix #2).

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<sup>9</sup> *West Virginia Board of Education v. Barnette* (1943) (319 U.S. 624), "If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion, or force citizens to confess by word or act their faith [in it]." <<http://www.law.umkc.edu/faculty/projects/ftrials/conlaw/barnette.html>>.

Outside the classroom, teachers are as free as all other citizens to publish personal opinions but should take care not to officially associate their name with the institution; at the same time, teachers cannot be expected to prevent others from making such an association. Similarly, when maintaining a personal website or blog, teachers should again take care not to officially associate their name with the institution. Inside the classroom, by training and experience, teachers are experts in their disciplines, not advocates. In controversial matters, they should be able to differentiate between fact and interpretation and to summarize salient alternative interpretations of facts while keeping their own sentiments behind a veil of professionalism. When a teacher's personal opinion on a controversial or unsettled matter is offered in a course, it should be clearly identified as personal.<sup>10</sup>

The rights of academic freedom that apply in traditional course settings apply equally to courses offered through electronic media/cyberspace. While MPC does not equate cyberspace with a physical classroom, neither does MPC find any diminution of academic freedom rights implied by virtual space. However, teachers should recognize the volatile and emerging nature of laws and practice pertaining to computer resources and cyberspace, such as copyright, ownership, proceeds from advertising, confidentiality, and so on. They should also realize that some kinds of electronic information that teachers generate may exist in multiple locations permanently, and while other kinds of electronic information may seem evanescent, liability may ensue from either kind. Although teachers are not expected to be experts on the constantly changing field of law involving cyberspace, websites, email, and other computer resources, they should take reasonable steps to comply with legislation, legal decisions, and Board policies which affect their professional lives online. For more detailed information on email, please consult MPC Board Policies 2163 and 2164.

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<sup>10</sup> "The teacher ought also to be especially on his guard against taking unfair advantage of the students' immaturity by indoctrinating him with the teacher's own opinions before the student has had an opportunity fairly to examine other opinions upon the matters of question, and before he has sufficient knowledge and ripeness in judgment to be entitled to form any definitive opinion of his own. It is not the least service which a college or university may render to those under its instruction, to habituate them to looking not only patiently but methodically on both sides, before adopting any conclusion upon controverted issues."

1915 AAUP Declaration of Principles, <<http://www.akronaaup.org/documents/AAUP1915.pdf>>

**References:** Title 5, Section 51023;  
ACCJC Accreditation Eligibility Requirement 20 and ACCJC Accreditation Standard I.C.7

**Formerly Governing Board Policy 3.15, Governing Board Policy 3120**

**Revised, Renumbered and Adopted:** August 10, 1988

**Revised and Adopted:** May 27, 2008

**Reviewed and Adopted:**

GOVERNING BOARD POLICIES

**BP 4050 Articulation**

The Superintendent/President shall establish procedures that assure appropriate articulation of the District's educational programs with proximate high schools and baccalaureate institutions.

The procedures also may support articulation with institutions, including other community colleges and those that are not geographically proximate but that are appropriate and advantageous for partnership with the District.

**References:** Education Code Sections 66720-66744;  
Title 5 Section 51022(b)

**Adopted:**

GOVERNING BOARD POLICIES

**BP 4225      Course Repetition**

Students may repeat courses in which substandard grades (less than "C," and including "F or W") were earned. The Board has determined reasonable limitations on course repetition as defined in Title 5 and described in AP 4225 titled Course Repetition.

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history.

The district has designated certain courses repeatable for students who earned a C or better grade in them, according to criteria described in Title 5. Students may take these courses and receive credit for them a number of times that does not exceed the limits described in Title 5.

Under special circumstances, students may repeat courses in which a C or better grade was earned.

The special circumstances are defined in administrative procedures.

**References:** Title 5 Sections 55040, 55041, 55042, 55044, and 58161

**Formerly Governing Board Policy 3110**

**Adopted:** August 10, 1988



MONTEREY PENINSULA COLLEGE

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Educational Standards

3110 Course Repetition

In accordance with state regulation, the College shall establish regulations and procedures which will allow a student to repeat a course: (A) for which substandard work has been reported; (B) as a result of extenuating circumstances; or (C) due to a significant lapse of time since a course was previously taken. These regulations and procedures shall be published in the college Catalog.

The curriculum may also include repeatable courses in which the course content differs each time it is offered: (A) to enhance skills or proficiencies by supervised repetition and practice and/or (B) where active participation in individual study or group assignments is the basic means by which learning objectives are maintained. Credit for repeatable courses may be earned to a maximum of four times the highest unit value of each course.

Repeatable courses shall be so designated in the College Catalog, and mechanisms for the proper monitoring of such repetition shall be developed and implemented by the College.

Reference: California Administrative Code, Title 5, 58161.

Adopted: August 10, 1988.



MONTEREY PENINSULA  
COLLEGE

## GOVERNING BOARD POLICIES

**Chapter 4 Academic Affairs**

**4300**

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**BP 4300 Field Trips and Excursions**

The President/Superintendent shall establish procedures that regulate the use of District funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds if the funds are used consistently with the funding source. The expenses of instructors, chaperones, and other personnel traveling with students may also be paid from District funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

**References:** Title 5 Section, 55220

**Adopted:**



## GOVERNING BOARD POLICIES

### **Chapter 4    Academic Affairs**

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**4330**

#### **BP 4330    Instructional Service Agreements (ISA)**

In accordance with state regulations, the College may contract with public or private agencies, corporations or associations, to provide instructional services for the College.

Courses offered through Instructional Service Agreements shall meet all legal requirements, to include Collective Bargaining agreements, and shall be approved Monterey Peninsula College courses.

**References:** Title 5, Section 58058

**Formerly Governing Board Policy 3030**

**Adopted:** August 10, 1988

**Reviewed and Adopted:**

MONTEREY PENINSULA COLLEGE  
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

3030 Contract Instruction

In accordance with state regulations, the College may contract with public or private agencies, corporations or associations, to provide instructional services for the College.

Courses offered through contract instruction shall meet all legal requirements, to include Collective Bargaining agreements, and shall be approved Monterey Peninsula College courses.

Reference: California Administrative Code, Title 5, 58058.

Adopted: August 10, 1988.



GOVERNING BOARD POLICIES

**BP 4335 Contract Education**

In accordance with state law and regulations, the College may contract to provide workshops, seminars, courses and related educational services for public or private agencies, corporations, and associations.

Where such courses and services do not meet legal requirements for state apportionment, no less than their direct costs and direct support costs shall be paid for by the contracting agency or through user fees. For courses, which meet the requirements for state apportionment, the College may receive from the agency compensation that is less than the full direct educational cost of the course or courses contracted for.

All contract education courses for which College credit is offered shall be approved College courses.

**§ 58051.5. Reports for Apportionment; Prohibited Classes.**

(a) No community college district may claim for purposes of state apportionment any classes:

- (1) if the district receives full compensation for direct education costs for the class from any public or private agency, individual or group of individuals; or
- (2) if the public or private agency, individual or group of individuals, with whom the district has a contract and/or instructional agreement, has received from other sources full compensation for the direct education costs for the conduct of the class; or
- (3) if such classes are not located in facilities clearly identified in such a manner, and established by appropriate procedures, to ensure that attendance in such classes is open to the general public, except that students may be required to meet prerequisites which have been established pursuant to sections 55002 and 55003.

(b) For classes that are not fully funded under contracts identified in paragraph (a)(2) and are claimed for apportionment purposes, the community college district shall require the contracting entity to certify that the direct education costs of the activity are not being fully funded through other sources.

**References:** Title 5, Section 58051.5;  
Education Code Sections 70901 and 84752

**Formerly Governing Board Policy 3035**

**Adopted:** August 10, 1988

**Reviewed and Adopted:**

MONTEREY PENINSULA COLLEGE  
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

3035 Contract Education

In accordance with state law and regulations, the College may contract to provide workshops, seminars, courses and related educational services for public or private agencies, corporations, and associations.

Where such courses and services do not meet legal requirements for state apportionment, no less than their direct costs and direct support costs shall be paid for by the contracting agency or through user fees. For courses, which meet the requirements for state apportionment, the College may receive from the agency compensation that will not exceed the full direct educational cost of the course or courses contracted for.

All contract education courses for which College credit is offered shall be approved College courses.

Reference: Education Code 78021, 78300 et. seq., 78462.5  
California Administrative Code, Title 5, 55001-2, 55170, 58050.

Adopted: August 10, 1988



MONTEREY PENINSULA  
COLLEGE

## GOVERNING BOARD POLICIES

**Chapter 5     Student Services**

**5052**

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**BP 5052     Open Enrollment**

All courses, course sections, and classes of the District reported for state aid shall be open for enrollment to any person who has been admitted to the college. Enrollment may be subject to any priority system that has been established. Enrollment may also be limited to students meeting properly validated prerequisites and co-requisites, or due to other practical considerations such as exemptions set out in statute or regulation.

The Superintendent/President shall assure that this policy is published in the catalogs and schedules of classes.

**References:** Title 5, Section 51006

**Formerly Governing Board Policy 3100**

**Adopted: August 10, 1988**

**Revised and Readopted: November 19, 1991, November 22, 2005,**

MONTEREY PENINSULA COLLEGE  
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Educational Standards

3100 Open Enrollment

It is the policy of the Governing Board that, in compliance with applicable state law and regulations, every course, course section or class, the average daily attendance of which is to be reported for state funding, wherever offered or maintained by the District, shall, with the following legal limitations, be fully open to enrollment and participation by any person who has been admitted to the college in accordance with Governing Board Policy 4105:

1. Students may be required to meet necessary and valid prerequisites which are in compliance with Governing Board Policy 3015. Enrollment in pre-collegiate basic skills courses will be based on advisory prerequisites.
2. Enrollment in a course may be limited based on health and safety considerations, facility limitations, or legal requirements imposed by statute regulations.
3. Enrollment in classes shall be on a "first come first served" basis, or on such other non-evaluative selection techniques as may be required by the registration system being employed or as determined by the administration.
4. Title 5, Section 58110 requires governing boards to ensure that fair and equitable procedures are established for admission of qualified students to classes, courses, or programs which must be limited due to limitations in physical facilities, availability of qualified instructors, funding limitations, and the constraints of regional planning. Due to these limitations, the Maurine Church Coburn School of Nursing program will give priority admission to local residents.

Reference: Education Code 55700, 70901, 84500.1  
California Administrative Code, Title 5, 58100 et. seq.

Adopted: August 10, 1988

Revised and Readopted: November 19, 1991, November 22, 2005



# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

President's Office

College Area

### New Business Agenda Item No. D

#### Proposal:

That the Board authorize the District to file a Notice of Completion with the County of Monterey for the Graphic Arts and Nursing Buildings Re-roofing and Exterior Painting Scheduled Maintenance Project.

#### Background:

On June 9, 2015, the Board authorized the Superintendent/President to execute contracts with Scudder Roofing, Inc., Cypress Painting, Inc., and Coastwide Environmental, Inc., for the re-roofing and exterior painting of the Graphic Arts and Nursing buildings, a state-funded scheduled maintenance project. This project was implemented over the summer, and completion is expected in mid-September.

When a public works project is completed, a Notice of Completion is required to be filed within the County of the project's location. It is recommended that authorization be given to file the Notice of Completion with the Monterey County Recorder's Office for the contractors on this project, in compliance with Public Contract Code 7107. After the Notice of Completion is filed, a 35 day period will follow in which sub-contractors, vendors and related material suppliers formally satisfy all liens and unpaid bills. After the 35 days, the District will release any remaining funds to the contractors minus adequate funds to satisfy outstanding issues.

#### Budgetary Implications:

None.

**RESOLUTION:** **BE IT RESOLVED,** That the Board authorize the District to file a Notice of Completion of Contracts for the Graphic Arts and Nursing Buildings Re-roofing and Exterior Painting Scheduled Maintenance Project.

Recommended By:

Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

Prepared By:

Vicki Nakamura  
Vicki Nakamura, Assistant to the President

Agenda Approval:

Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO: \_\_\_\_\_

Walter Tribley, Supt./President  
Monterey Peninsula Community  
College District  
980 Fremont Street  
Monterey, CA 93940

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the undersigned is Monterey Peninsula Community College District
3. The FULL ADDRESS of the undersigned is 980 Fremont St., Monterey, CA 93940
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee.  
"In Fee" - Purchased

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")

5. Kind of work done or labor, equipment, services, or materials furnished was Monterey Peninsula College Graphic Arts and Nursing Buildings (Bldg. Nos. 5 and 8) Re-roofing and Exterior Painting Scheduled Maintenance Project

6. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

7. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work or improvement herein referred to:

NAMES

ADDRESSES

8. A work of improvement on the property hereinafter described was COMPLETED (date) September 15, 2015

The NAME OF THE ORIGINAL CONTRACTORS, if any, for such work of improvement is: Scudder Roofing, Inc.; Coastwide Environmental, Inc.; Cypress Painting, Inc.; Ausonio, Inc.

(If no contractor, insert "none.")

10. The street address of said property is 980 Fremont Street

11. The property on which said work of improvement was completed is in the City of Monterey

County of Monterey, State of California, and is described as follows:

Monterey Peninsula College Campus

Date: September 23, 2015 Signature & printed name of owner named in paragraph two (Walter Tribley) \*

I, the undersigned, say:

#### VERIFICATION

I am Walter Tribley \* the Superintendent/President

(Name and signature)

(President, partner, agent, etc.)

owner of the aforesaid interest or estate in the property described in the above notice:

I have read the foregoing notice and know and understand the contents thereof, and the facts stated therein are true and correct. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at Monterey County, California.

980 Fremont Street, California. \* Walter Tribley

(Place where signed)

(Personal Signature)

(Print Name)

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

Administrative Services  
College Area

**New Business Agenda Item No. E**

### **Proposal:**

That the Governing Board ratify the District's 2017-2021 Five-Year Construction Plan.

### **Background:**

Each California community college is required annually to complete a five-year construction plan to be considered for state funding of capital projects. The Five-Year Construction Plan reflects the district and campus specific plans for capital outlay over the next five years and includes both local and state-funded projects. Chancellor's Office acceptance of the Five-Year Construction Plan is part of the process to qualify for state funding.

This year's plan reflects the results of the revised facilities construction plan and budget approved by the Board in December 2009; the most recent budget update was affirmed in December 2013. The revised plan relied primarily on local funds for completion; the need for state funding was reduced by modifying the scope of some projects and lowering project cost estimates due to a favorable bid climate during the economic recession. Under this strategy, most of the planned facilities projects have been completed. Out of the 3 remaining projects in the Five Year Plan, 2 projects have been approved for a state funding match: Fort Ord Public Safety-Phase II and Music Facilities-Phase I. The proposed ballot initiative for a state bond for the November 2016 election would provide a source of state funding for these projects.

The District Projects Priority Order list shows the projects included in this year's Five Year Construction Plan. The priority order is based on the proposed construction timelines for projects, the projects submitted for state funding, and the projects necessary for completion before others can proceed.

### **Budgetary Implications:**

The Five-Year Construction Plan will be funded by a combination of local and state funding.

**RESOLUTION: BE IT RESOLVED**, That the 2017-2021 Five-Year Construction Plan, be ratified.

**Recommended By:**

Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

**Prepared By:**

Vicki Nakamura  
Vicki Nakamura, Assistant to the President

**Agenda Approval:**

Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

9/11/2015

2017-2021 Five Year Construction Plan  
 Monterey Peninsula Community College District  
**District Projects - Priority Order List**

	Priority	Project	Funding Source		Total Project Cost
			State	Non-State	
<b>Monterey Campus</b>	2	Music Facilities	\$1,716,000	\$1,647,000	\$3,363,000
	3	Infrastructure/Parking - Phase III	***	\$6,466,000	\$6,466,000
		Subtotal for Monterey Campus	<b>\$1,716,000</b>	<b>\$8,113,000</b>	<b>\$9,829,000</b>
<b>Ft. Ord Center</b>	1	Ft. Ord Public Safety - Phase II	\$7,863,000	\$7,749,000	\$15,612,000
		Subtotal for Fort Ord Center	<b>\$7,863,000</b>	<b>\$7,749,000</b>	<b>\$15,612,000</b>
TOTAL			<b>\$9,579,000</b>	<b>\$15,862,000</b>	<b>\$25,441,000</b>

*Note: Project costs of state-funded projects reflect Chancellor's Office escalation estimates.*

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

New Business Agenda Item No. F

Administrative Services  
College Area

### Proposal:

That the Governing Board authorize the District to enter into a contract with Nuventive, LLC, effective September 24, 2015 through September 24, 2020.


### Background:

Nuventive, LLC sells an educational performance management system called TracDat. TracDat is a web-hosted tool which stores, displays, and collects data for the purposes of communication, planning, and assessment. Catherine Webb, Accreditation Liaison Officer for the District, has conducted a lengthy and thorough review of available data collection resources which could assist the District with its data needs. Currently, MPC uses disparate data sources to house and locate information related to institutional planning and assessment, including the Student Information system (SIS), which provides scheduling, enrollment and grade information; Escape, which tracks personnel and fiscal information; Sharepoint, which tracks Instructor Reflections; and Curricunet, which provides tracking for curriculum and Student Learning Outcomes. In addition, various departments on campus have created stand-alone spreadsheets to track information. These disparate systems make it difficult to access data beyond the smaller user groups and limits the ability of others to manipulate data for the purpose of supporting Program/Unit Information Needs, Program Review/Reflections, Integrated Planning and Resource Allocation, Institutional Research, and accreditation.

**Budgetary Implications:** None.

**RESOLUTION: BE IT RESOLVED,** That the Governing Board authorize the District to enter into a contract with Nuventive, LLC, effective September 24, 2015 through September 24, 2020.

**Recommended By:** \_\_\_\_\_

  
Steven L. Crow, Ed.D., Professional Expert, Administrative Services

**Prepared By:** \_\_\_\_\_

  
Suzanne Ammons, Administrative Services

**Agenda Approval:** \_\_\_\_\_

  
Dr. Walter Tribley, Superintendent/President

## PROFESSIONAL SERVICES AGREEMENT

Agreement entered into by and between Monterey Peninsula College, 980 Fremont, Monterey, CA 93940-4799 ("Client") and Nuventive, LLC, a Delaware limited liability company, located at 9800B McKnight Road, Suite 255, Pittsburgh PA 15237, USA ("Nuventive") as of the 24<sup>th</sup> day of Sept, 2015 (the "Effective Date"). This Professional Services Agreement shall apply to additional Work Orders that may be entered into by and between Nuventive and Client from time to time. This Agreement relates to professional services to be performed for Client in connection with software licensed from Nuventive pursuant to one or more existing License Agreements between Client and Nuventive (the "License Agreement").

NOW, THEREFORE, the parties agree as follows:

### Article 1 Definitions

- 1.1 The following capitalized terms used in this Agreement shall have the following meanings:
- 1.1.1 "Agreement" means this Professional Services Agreement and the relevant Work Order.
- 1.1.2 "Confidential Information" means this Agreement, the pricing and fees associated herewith, software, documentation, information, data, drawings, benchmark tests, specifications, trade secrets, and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information.
- 1.1.3 "Deliverable" means any work product resulting from the Services that is specifically identified in a Work Order and delivered to Client by Nuventive, including but not limited to software programs, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, inventions and related documentation.
- 1.1.4 "Infringement Claim" means any claim by a third party that the Deliverables infringe or violate any intellectual property right of any third party.
- 1.1.5 "Intellectual Property Rights" means all rights in, to, or arising out of: (i) any patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, and applications therefor, and all other rights corresponding thereto throughout the world; and (iv) any other proprietary rights anywhere in the world.
- 1.1.6 "Services" means the services to be performed by Nuventive as specified in the applicable Work Order.
- 1.1.7 "Work Order" means any written statement of work executed by the parties specifically referencing this Agreement, generally in the form attached hereto as Exhibit A. In the event of any discrepancies between the terms of this Agreement and the terms as set out in a Work Order, the terms of the Work Order shall prevail.

### Article 2 Services

- 2.1 During the term of this Agreement, Nuventive shall perform the Services, including if applicable, the provision of any Deliverables set forth on the applicable Work Order.
- 2.2 Nuventive shall use commercially reasonable efforts to perform all Services in a timely manner and in accordance with the schedule set forth in the Work Order.
- 2.3 Nuventive's ability to perform the Services and to meet any requirements related to these Services depends upon, among other things, Client providing, in a timely manner and at no charge to Nuventive, technical data, computer facilities, programs, files, documentation, test data, sample output, other relevant complete and accurate information and data, resources, assistance and cooperation reasonably required by Nuventive for the performance of the Services. Nuventive will not be responsible for any deficiency in performing Services if such a deficiency results from Client's failure to cooperate with Nuventive. Client is responsible for the content, accuracy, completeness and consistency of all such data, materials and information supplied by it.
- 2.4 Either party may at any time during the progress of the Work propose changes to the Services. The parties shall negotiate in good faith regarding any adjustment to the fees, if applicable, Deliverables and timetables for delivery occasioned by such change. Changes shall be confirmed by a signed written amendment to the Work Order.
- 2.5 Services will be provided for the release of the software as used by the Client on the effective date of the applicable Work Order. Nuventive is not responsible for the migration or re-implementation of the Services for later releases of the software, unless Client enters into a separate Work Order for such migration or re-implementation. If Client desires to receive support for any of the Deliverables, Client may enter into a separate agreement for such services pursuant to mutually agreed support terms and conditions.
- 2.6 Unless documented in a Work Order as a fixed price, fee estimates and any other estimates set out in a Work Order are intended only to be for Client's budgeting and Nuventive's resource scheduling purposes. Such estimates do not include applicable taxes. Nuventive will invoice Client for actual time spent performing the Services; such invoice may exceed amounts estimated in the applicable Work Order.
- 2.7 The relationship of Nuventive to Client is that of an independent contractor and shall not be deemed to create a partnership or joint venture by or between Client and Nuventive. Nothing in this

agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. Confidential Information does not include information that (i) is known to the receiving party prior to its disclosure by the disclosing party hereunder, (ii) is or becomes publicly available or known in the industry through no act or omission of the other party, (iii) is developed independently without violation of this clause, or (iv) is obtained from a third party without restrictions on disclosure.

**Article 8 Miscellaneous**

- 8.1 This Agreement is the entire agreement between Client and Nuventive with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between Client and Nuventive with respect to the subject matter hereof. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement, or other business form that Client may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Nuventive to object to such terms, provisions, or conditions.
- 8.2 Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused by events, occurrences, or causes beyond the control of such party, but the inability to meet financial obligations is expressly excluded. In the event of any such occurrence, the delayed party

shall provide written notice to the other, and shall use reasonable efforts to remedy its inability to perform.

- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the State as designated in the License Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applicability to this Agreement.
- 8.4 This Agreement may not be amended, modified, or supplemented by the parties in any manner, except by a written instrument signed by an authorized representative of Nuventive and Client. No provision hereof shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by an authorized representative of the party granting such waiver.
- 8.5 Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except in connection with a merger, consolidation, or transfer of all or substantially all of its assets or business. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- 8.6 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (i) delivered in person, sent by registered mail return receipt requested, or sent by overnight courier to the appropriate address set forth herein, or (ii) sent by email or facsimile, subject to confirmation of actual receipt.
- 8.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, authorized representatives of the parties have signed this Agreement as of the Effective Date.

**Nuventive LLC:**

**Monterey Peninsula College**

By (signatory): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

By (signatory): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **2. PROJECT SCOPE AND APPROACH**

To quickly help MPC implement the Nuventive Performance Management solution for program review, , we propose a four-phased approach. This approach begins with the Design phase, where MPC's goals for performance management are defined to a level of detail sufficient to configure the solution to meet the organization's needs. The existing data environment at MPC will also be assessed to determine how to best get data into the Performance Management solution. In the Configure phase, our team will work with MPC to set up the solution in accordance with the outcomes of the Design phase. In the Deploy phase, we will support MPC through the rollout of the solution to the intended user group. This approach is mapped out in the diagram below. The Project Management 'phase' continues throughout the project, and coordinates all the activities according to a mutually agreed upon plan.



### 3. PROJECT TEAM

Nuventive will assemble a team of experienced consultants to deliver this engagement for MPC, including project management, solution design, and Nuventive product expertise.

Our team will be comprised of resources including:

**John Voloudakis – Project Director:** John is President of Polaris Consulting Services, a specialty consulting firm focused on strategic and technology planning for higher education institutions, and serves as Nuventive’s Vice President for Consulting Services. John will serve as the project director on this engagement and will be responsible for coordinating the project’s activities. John brings nearly 25 years of consulting and management experience in higher education, and has served on the education practice leadership teams of firms including Huron Consulting Group, BearingPoint, and Ernst & Young. He brings deep experience leading technology projects in higher education to successful conclusion.

**Paul DeSante – Nuventive Services Lead:** Paul is a senior member of Nuventive’s product implementation team, and will serve as the implementation lead on this engagement. He will be responsible for installing and configuring the PM solution and training the institution’s PM administrators on its use. Paul has many years of experience working with customers to configure Nuventive’s products to their needs, and has been the services lead for projects with a number of community colleges in California.

Full resumes of our team members are available upon request.

- **SharePoint:** Nuventive's Performance Management solution runs on the Microsoft SharePoint platform. Nuventive will host the PM solution for MPC, and MPC will provide Nuventive with SharePoint Online through the College's Office365 subscription. Nuventive's consultants will train MPC on loading and configuring our PlanningPoint and ActionPoint web parts into SharePoint, and will work with MPC to design pages to use these web parts in the planning process. Other SharePoint-related consulting, including integration of other SharePoint functionality into the planning process, is out of scope for this project.
- **Server Deployment:** It is our understanding that MPC will be using SharePoint Online to host PM, and that Nuventive will host TracDat. Therefore, no onsite servers are required.
- **Data Conversion:** This proposal does not include pricing for data conversion. During the design phase of the project, Nuventive can provide MPC with guidelines for loading existing data into TracDat in an appropriate manner. It would be MPC's responsibility to load this data into the system. Alternatively, Nuventive can provide MPC with a separate proposal for data conversion where Nuventive would load the data into the system within a specified timeframe, helping to ensure project deadlines can be met.
- **Workspace and Equipment:** MPC will provide Nuventive with appropriate workspace to work, conduct meetings, and meet with College personnel while on site. We will require Internet access and use of office equipment such as printers while on-site.
- **Work Location:** It is assumed that a portion of the consultants' work on this project will take place off-site, in order to minimize travel expenses for the College. When on site, it is assumed that the travel location will be to the MPC campus in California.
- **Availability of Key Personnel:** Nuventive must have timely access to appropriate technical staff and PM administrators in order to keep the project on schedule.
- **Status Reports:** It is assumed that regular status reporting meetings (in person or by telephone) will be scheduled between the MPC Project Sponsor and Nuventive's project director. These meetings are essential for providing feedback, answering questions, and addressing issues.
- **Response Time:** MPC will respond to ad hoc requests for clarification or assistance in a timely manner.
- **Deliverable Approval:** Nuventive will obtain written (e-mail) approval from the MPC project sponsor or their approved delegate for all interim and final deliverables described in this document in a timely manner.
- **Change Requests:** Any material deviation from the scope, timeline, or deliverables documented in this proposal must be approved in writing by both MPC and Nuventive.

**Signed:**

**Nuventive, Inc.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Monterey Peninsula College**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

Board Meeting Date

**New Business Agenda Item No. G**

Human Resources  
College Area

**Proposal:**

That the Governing Board approve the Memorandum of Understanding (MOU) "Mandatory Training Part-Time Faculty" dated September 10, 2015 between Monterey Peninsula College District and Monterey Peninsula College Teachers Association (the Parties) which provides part-time faculty compensation for mandated training.

**Background:**

The Parties have met and negotiated compensation for part-time faculty for participation in mandated training. All Monterey Peninsula College (MPC) employees are required to undergo training mandated by federal and state laws and regulations. MPC policies and procedures may also require employee training.

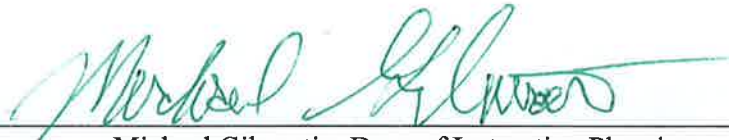
The Parties signed an MOU dated September 10, 2015 that provides part-time faculty compensation for mandatory training assigned by the District at their currently hourly rate on the B2-Teaching and C2-Non-Teaching Salary Schedules. Part-time faculty may use these hours toward professional growth required for step advancement beyond steps three and seven. Faculty must submit a timesheet to receive compensation. This MOU is valid only for the 2015/2016 academic year.

**Budgetary Implications:**

The cost to the District for compensation and payroll benefits for part-time faculty to participate in mandatory training for the 2015-2016 is estimated at \$58,490. The amount has been budgeted in the 2015/2016 unrestricted general fund budget.

**Resolution: BE IT RESOLVED**, that the Governing Board approve the Memorandum of Understanding (MOU) "Mandatory Training Part-Time Faculty" dated September 10, 2015 between Monterey Peninsula College District and Monterey Peninsula College Teachers Association which provides part-time faculty compensation for mandated training.


**Recommended By:**

  
Michael Gilmartin, Dean of Instruction Planning

**Prepared By:**

  
Susan Kitagawa, Associate Dean of Human Resources

**Agenda Approval:**

  
Dr. Walter Tribley, Superintendent/President

Monterey Peninsula Community College District  
And  
Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA

**MEMORANDUM OF UNDERSTANDING  
MANDATORY TRAINING PART-TIME FACULTY**

September 14, 2015

Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (the parties) agree to the following:

1. The District will establish a fund to compensate part-time faculty for training mandated by federal and state laws and regulations and board policies and procedures.
2. Mandatory training will be assigned by the District and will take place during the academic year of 2015/2016. Part-time faculty will agree to complete the training by the deadline communicated to them by District email.
3. The Parties agree that part-time faculty will be paid an hourly rate for time spent to complete the training as designated on the training program agenda. Part-time faculty will be paid at their current step placement on their current Salary Schedule B-2 Teaching or C-2 Non-Teaching.
4. In order to receive compensation for training noted in #1, above, part-time faculty must submit a time sheet for approval to the Office of Human Resources by the end of the semester or within one month in which the training was completed.
5. Proof of completion of mandatory training as assigned by the District will be accepted for professional growth toward step advancement on Salary Schedules B2 and C2 according to Sections 16.4.4.2, 16.4.8 and Exhibit E.
6. The Parties agree to discuss the definitions of the terms "teaching," "non-teaching," "instructional" and non-instructional" in relation to compensation during the 2015/2016 negotiations.

The parties agree to the terms of this Tentative Agreement on the 14<sup>th</sup> day of September 2015. This MOU shall not be precedent setting and shall not constitute a past practice. The agreement is effective upon approval of the Board of Trustees of Monterey Peninsula Community College District.

For MPCCD  


For MPCTA  


Susan Kitegawa  
Dain Boun

A handwritten signature in cursive script, appearing to read 'A. B. Kitegawa', written over two horizontal lines.

# Monterey Peninsula Community College District

## Governing Board Agenda

September 23, 2015

New Business Agenda Item No. H

Superintendent/President  
College Area

### Proposal:

To review the attached Calendar of Events.

### Background:

The Trustees request that the Calendar of Events be placed on each regular Governing Board meeting agenda for review and that volunteer assignments be made so that the Trustees become more visible on campus.

Trustees will attend meetings as observers and will not represent the Board's view on issues/topics.

### Budgetary Implications:

None.

**INFORMATION:** Calendar of Events.

**Recommended By:** Dr. Walter Tribley, Superintendent/President

**Prepared By:** Shawn Anderson  
Shawn Anderson, Executive Assistant to Superintendent/President and Governing Board

**Agenda Approval:** Walter Tribley  
Dr. Walter Tribley, Superintendent/President

# MPC Governing Board 2015-2016 Calendar of Events

## SEPTEMBER 2015

Wednesday, September 23 Regular Board Meeting: MPC Library & Technology Center  
Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: **2:00pm**; Reports: 3:00pm, Sam Karas Room

Thursday, September 24 Art Events: 4:00-5:00pm, Private VIP Reception, Art Gallery;  
5:00-7:00pm, Open House, Art Buildings

## OCTOBER 2015

Wednesday, October 28 Regular Board Meeting: MPC Public Safety Training Center  
Closed Session: 11:00am, **PSTC Room 106**  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, **PSTC Room 119**

## NOVEMBER 2015

Saturday, November 7 2<sup>nd</sup> Annual Rubber Chicken Drop / MPC vs. Gavilan, MPC Stadium, **6:00pm**

Wednesday, November 11 Veteran's Day Holiday

Wednesday, November 18 Regular Board Meeting: MPC Library & Technology Center  
Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

Thursday, Nov. 26 through  
Friday, November 27 Thanksgiving Holiday

## DECEMBER 2015

Wednesday, December 9 Annual Organizational Board Meeting and Swearing-in Ceremony: MPC Library  
& Technology Center  
Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

Thursday, December 17 Fall Semester Ends

**Friday, December 18 Fire Academy Graduation: 10:00am-1:00pm, MPC Theatre**

Thursday, December 24 to  
Friday, January 1 Winter Break

## JANUARY 2016

Monday, January 18 Martin Luther King Day Holiday

Wednesday, January 27 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room,

## FEBRUARY 2016

Friday, February 12 Lincoln Day Holiday

Monday, February 15 Washington's Day Holiday

Wednesday, February 24 Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

## MARCH 2016

Wednesday, March 23 Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

Monday-Saturday, March 28-April 2 Spring Break



# MPC Governing Board 2015-2016 Calendar of Events

## APRIL 2016

Mon-Sat, March 28-Apr 2      Spring Break  
Wednesday, April 27      Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

## MAY 2016

Wednesday, May 25      Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room  
Monday, May 30      Memorial Day Holiday

## JUNE 2016

Wednesday, June 1      Automotive Technology Graduation Banquet, 5:00-8:00pm, Tarpys Roadhouse  
(to be confirmed)  
Thursday, June 2      Fire Academy Graduation Ceremony: 10:00am, MPC Theatre  
(to be confirmed)  
Thursday, June 2      Latino Ceremony, 6:00pm, LF103 (to be confirmed)  
Thursday, June 2      Asian Student Assn Ceremony, 6:00pm (location to be confirmed)  
Friday, June 3      Early Childhood Education Graduation Celebration, 5:00-7:00pm, CDC  
Playground (to be confirmed)  
Friday, June 3      Kente Ceremony, 7:00pm, (location to be confirmed)  
Saturday, June 4      Faculty Retirement Breakfast, 8:30am, location to be confirmed  
Saturday, June 4      Commencement: 12:00pm, MPC Stadium  
(Line-up at 11:30am in Amphitheater)  
Saturday, June 4      Nurse Pinning Ceremony, 3:00pm, Amphitheater  
Wednesday, June 22      Closed Session: 11:00am, Stutzman Room  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

## JULY 2016

Thursday, July 4      Independence Day Holiday  
Wednesday, July 27      Closed Session: 11:00am, Education Center at Marina (room to be confirmed)  
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, (room to be confirmed)