



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

**REGULAR MEETING
WEDNESDAY, MARCH 22, 2017**

NEW BUSINESS

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. A

Superintendent/President
College Area

Proposal:

That the Governing Board receives a progress report on Monterey Peninsula College's efforts to address the Accrediting Commission of Community and Junior Colleges' (ACCJC's) findings regarding the College's application for reaffirmation of accreditation.

Background:

On February 6, 2017, Monterey Peninsula College received an Action Letter and External Evaluation Report from the ACCJC, elucidating their findings regarding the College's application for reaffirmation of accreditation.

On March 22, 2017, Dr. Tribley will provide a progress report on Monterey Peninsula College's efforts to address the ACCJC's recommendations.

Budgetary Implications:

None.

INFORMATION: Accreditation Recommendations – Progress Report

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:

Shawn Anderson

Shawn Anderson, Executive Assistant to Superintendent/President and Governing Board

Agenda Approval:

Walter A. Tribley

Dr. Walter Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. B

Superintendent/President
College Area

Proposal:

That the Governing Board receives an update on Monterey Peninsula College's marketing efforts.

Background:

In January 2017, Monterey Peninsula College contracted with TMD (The Marketing Department) for professional services related to strategic marketing consulting, public relations, media planning, and related advertising services, through June 30, 2017. On March 22, 2017, Dr. Tribley and Mr. Nick Pasculli, the founder, president, and creative director of TMD, will provide information to the Governing Board regarding Monterey Peninsula College's current marketing efforts.

Budgetary Implications:

None.

INFORMATION: Monterey Peninsula College Marketing Update

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

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. C

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2016-2017 Monthly Financial Report for the period ending, February 28, 2017.

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 2016-2017 Monthly Financial Report for the period ending February 28, 2017, be accepted.

Recommended By:



Steven L. Crow, Ed.D., Vice President of Administrative Services

Prepared By:



Rosemary Barrios, Controller

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

Monterey Peninsula College
Fiscal Year 2016-2017
Financial and Budgetary Report
February 28, 2017

Enclosed please find attached the Summary of All Funds Report for the month-ending February 28, 2017 for your review and approval.

Operating Fund net revenue through February 28, 2017 is \$33,713,647 which is 60% of the operating budget for this fiscal year. Expenditures year-to-date total \$30,843,292 and Encumbrances of \$7,046,465 which together is 67.4% of the operating budget for this fiscal year, for a net difference of -\$4,176,110.

The District will be receiving the second large property tax installment for the fiscal year in April which will be ~\$5M in revenue to the General Fund.

Unrestricted General Fund

Revenue

- The 2015-16 Recalculation was completed by the state this month. The district will not be receiving an apportionment payment for February. The district was overpaid in the 2015-2016 Fiscal Year so the state will be making the revenue adjustment to the months of February and March.
- Second Quarter Interest received of \$29,639.
- Property taxes received of \$425,484.
- Other local revenues received include: enrollment fees, non-resident fees, transcripts, and other local and state revenues totaling: \$192,253.

Expenditures

Overall the District operating funds expenditures continue to track as projected for the beginning of the fiscal year.

Restricted Child Development Fund

- Expenditures continue to exceed revenue in the Restricted Child Development Fund.
- The district has received \$31,068 for the State Preschool Grant and \$6,632 for the State Food Grant. These revenues will be reflected on the March Summary of All Funds Report.
- State revenues are received on a reimbursement basis for the state grants.

Self Insurance Fund

- Self Insurance Fund (SIF) expenses are at 51.6% of budgeted expenditures. We are now 8 months through the fiscal year. We expect to see expenditures tracking closer to around 66.9%. Last fiscal year at this time expenditures were at 79.8%. We will continue to track this fund closely.

Capital Project Fund

- A budget adjustment will be completed in March to adjust the revenue and expense budget in the Capital Project Fund.

Fiduciary Funds

- Most Fiduciary Funds are tracking close to budget.

Cash Balance:

The total cash balance for all funds is \$28,162,938 including bond cash of \$9,649,071 and \$18,513,867 for all other funds. Operating funds cash is \$13,004,835. Cash balance in the General Fund is at \$11,654,848 for the month-ending February 28, 2017.

Monterey Peninsula Community College

Monthly Financial Report

February 28, 2017

Summary of All Funds

<u>Funds</u>	Beginning Fund Balance	Revised Budgets 2016 - 2017		Ending Fund Balance	Year to Date Actual 2016 - 2017			% Actual to Budget		Cash Balance
	<u>07/01/16</u>	<u>Revenue</u>	<u>Expense</u>	<u>6/30/2017</u>	<u>Revenue</u>	<u>Expense</u>	<u>Encumbrances</u>	<u>Rev</u>	<u>Expense/ Enc.</u>	<u>2/28/2017</u>
General - Unrestricted	\$4,207,901	\$40,237,689	\$40,237,689	\$4,207,901	25,115,273	23,568,378	5,941,910	62.4%	73.3%	\$11,654,848
General - Restricted	0	14,665,197	14,665,197	0	7,841,031	6,567,287	898,334	53.5%	50.9%	0
Child Dev - Unrestricted	79,143	155,631	155,631	79,143	161,869	86,820	6,235	104.0%	59.8%	52,584
Child Dev - Restricted	0	439,166	439,166	0	155,028	260,062	43,284	35.3%	69.1%	0
Student Center	565,728	258,000	259,094	564,634	109,196	75,859	40,723	42.3%	45.0%	599,055
Parking	649,435	418,790	418,790	649,435	331,250	284,887	115,978	79.1%	95.7%	698,349
Subtotal Operating Funds	\$5,502,207	\$56,174,473	\$56,175,567	\$5,501,113	\$33,713,647	\$30,843,292	\$7,046,465	60.0%	67.4%	\$13,004,835
Self Insurance	3,581,841	7,181,305	8,985,831	1,777,315	3,780,481	4,612,620	21,530	52.6%	51.6%	2,917,616
Worker Comp	131,701	25,000	97,500	59,201	10,317	31,923	0	41.3%	32.7%	117,930
Other Post Employment Benefits	557,878	100,770	0	658,648	35,648	0	0	35.4%	0.0%	593,526
Capital Project	67,820	784,712	884,253	-31,721	931,796	648,098	53,935	118.7%	79.4%	353,358
Building	9,925,943	65,000	0	9,990,943	67,962	344,834	48,851	104.6%	0.0%	9,649,071
Revenue Bond	22,562	21,500	21,500	22,562	21,590	20,900	0	100.4%	97.2%	23,252
Associated Student	199,733	80,000	80,000	199,733	42,514	32,994	0	53.1%	41.2%	249,308
Financial Aid	19,146	5,722,000	5,722,000	19,146	4,188,351	4,188,351	0	73.2%	73.2%	284,968
Scholarship & Loans	89,154	2,600,000	2,600,000	89,154	2,272,344	2,149,576	0	87.4%	82.7%	223,538
Trust Funds	439,580	1,830,000	1,830,000	439,580	1,195,038	1,315,605	0	65.3%	71.9%	724,247
Orr Estate	26,740	20,000	20,000	26,740	10,930	16,383	0	54.7%	81.9%	21,288
Total all Funds	\$20,564,305	\$74,604,760	\$76,416,651	\$18,752,414	\$46,270,618	\$44,204,576	\$7,170,780	62.0%	57.8%	\$28,162,938

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017
Board Meeting Date

Fiscal Services
College Area

New Business Agenda Item No. D

Proposal:

That the Governing Board approve the transfer of Other Post-Employment Benefits (OPEB) funds to the irrevocable trust to fund the Actual Required Contribution (ARC) for 2016-17.

Background:

The GASB 43 and 45 Standards for OPEB Accounting require California Community College Districts to accrue the cost of retiree health benefits, and to establish plans to fully fund the future costs of providing future benefits to all current employees and retirees. These funds under Governmental Accounting Standards Board (GASB) must be in an irrevocable trust. The California Community College League of California (CCLC) created a Joint Powers Authority to assist districts meet the requirements of GASB 43 and 45 in regards to retiree health benefit liability. The District made an initial investment into the irrevocable trust in March of 2016.

The District recently completed an Actuarial Valuation Study which has provided the district with estimates of the Annual Required Contribution (ARC). The District's ARC is estimated at \$942,870. The estimated pay-as-you-go for 2016-17 is \$830,956, the difference between the estimated ARC and the pay-as-you-go is \$112,014. The district will be contributing \$112,014 to the trust for 2016-17.

Budget Implications:

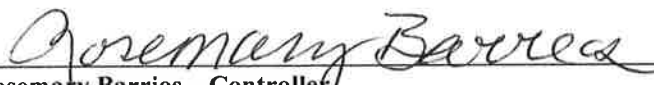
Funds will be deposited into the Irrevocable Trust, Balanced Investment Account, in the amount of \$112,014, to fund the Actual Required Contribution (ARC) for 2016-17.

Resolution: **BE IT RESOLVED**, That funds will be deposited into the irrevocable trust to fund the Actual Required Contribution (ARC) for 2016-17.

Recommended By: _____


Steven L. Crow, Ed.D., - Vice President for Administrative Services

Prepared By: _____


Rosemary Barrios - Controller

Agenda Approval: _____


Dr. Walter Tribley - Superintendent / President

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. E

Administrative Services
College Area

Proposal:

That the Governing Board receives an addendum to the 2016-2019 Technology Plan in the form of the Disaster Recovery Plan (DRP).

Background:

On February 3, 2017 Monterey Peninsula College (MPC) received a letter from the Accrediting Commission for Community and Junior Colleges (ACCJC) containing twenty-two recommendations. The following is Recommendation 17: In order to meet the Standards, the team recommends the College complete and roll out the Information Technology Disaster Preparedness/Recovery Plan in order to recover data and system functionality for the College to operate in the event of a disaster. (Standards III.C.1 and III.C.2)

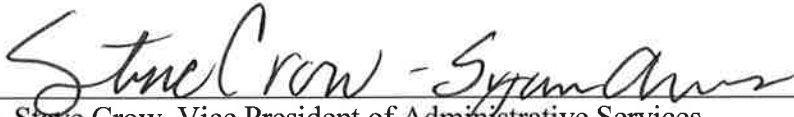
The attached document is in response to Recommendation 17 from the ACCJC. In addition, the development and implementation of the DRP will address initiative 3.b.3 – Develop disaster preparedness / recover plan in the 2016 – 2019 Technology Plan. Once approved, this DRP will be included in the 2016 – 2019 Technology Plan as an appendix.

Budgetary Implications:

The initial implementation of this plan will not have any budgetary implications. The Future Enhancements identified in section 5.0 of the DRP will have budgetary implications which will be determined later.

INFORMATION: 2016 – 2019 Technology Plan Addendum – Disaster Recovery Plan (DRP)

Recommended By:



Dr. Steve Crow, Vice President of Administrative Services

Prepared By:



Michael Midkiff, Director of Information Services

Agenda Approval:



Dr. Walter Tribley, Superintendent/President



DISASTER RECOVERY PLAN

1.0 Plan Introduction

Monterey Peninsula College(MPC) recognizing their operational dependency on computer systems, including the Local Area Network (LAN), Database Servers, Internet, Intranet and e-Mail, and the potential loss of revenue and operational control that may occur in the event of a disaster; authorized the preparation, implementation and maintenance of a comprehensive IT disaster recovery plan.

The intent of a Disaster Recovery Plan (DRP) is to provide a written and tested plan directing the computer system recovery process in the event of an interruption in continuous service resulting from an unplanned and unexpected disaster. The DRP is a working document and will be periodically updated as enhancement are made.

The Disaster Recovery Plan preparation process includes several major steps as follows:

- Identify systems and applications currently in use
- Analyze business impact and determine critical recovery time frames
- Determine recovery strategy
- Document recovery team organization
- Document recovery team responsibilities
- Develop and document disaster recovery procedures and checklists

These steps were conducted and this document represents the completed effort in the preparation of the MPC IT Disaster Recovery Plan.

1.1 Mission and Objectives

The mission of the IT Disaster Recovery Plan is to establish defined responsibilities, actions, and procedures to recover the MPC computer, communication, and network environment in the event of an unexpected and unscheduled interruption. The plan is structured to attain the following objectives:

- Recover the physical network
- Recover the applications
- Minimize the impact on the college with respect to operational interference

1.2 Disaster Recovery / Business Continuity Scope

The scope of the plan is to recover computer information services provided by the MPC Datacenter located on the main campus, first floor of the Administration Building, 980 Fremont Street, Monterey Ca. The network encompasses the following:

- Critical business applications such as Student Information Systems (SIS)
- File servers supporting all business operations
- Gateway to the host applications and other sites
- Wired and wireless networks
- Campus phone system

1.3 Responsibility

The responsibility for ensuring the plan is maintained and tested rests with the MPC Information Technology Department under the leadership of the Director of Information Services / Chief Information Systems Officer (CISO). This plan will be updated and presented to Technology Committee periodically.

2.0 Business Impact Analysis

The Business Impact Analysis is completed to determine the Critical Time Frame in which the application system capabilities and functionality must be available after an interruption in service to minimize the operational loss of control and potential loss of revenue. In addition, the Business Impact Analysis assists in identifying alternative manual procedures which may be used during an interruption in service. Therefore, the objectives of the Business Impact Analysis are:

- Educate user on the need for a disaster recovery plan
- Identify alternative manual procedures which may temporarily minimize impact due to an interruption in computer service

It is considered best practice to conduct a business impact analysis for each physical location, application, business function, department, and organizational entity annually. In addition, as conditions change (i.e. event like 9/11) to alter the operating environment, at least the risk component should be reviewed and actions taken to mitigate un-acceptable levels of risk.

Legend of Impact Score

1 = Catastrophic – as a result MPC could cease to exist and/or would be placed in material legal and/or financial jeopardy.

2 = Very High - as a result MPC would not be able to meet its material contractual and/or service obligations. Or do material damage to MPC's reputation and have major negative long term implications on MPC's ability to continue being a going concern.

3 = Noticeable - MPC would not be able to operate effectively and efficiently, thus reducing productivity and service levels.

4 = Minor – MPC would be affected in a minor way with little productivity and/or service level loss.

5 = Non-essential – MPC could operate indefinitely without this physical location, business function, or IT application.

2.1 Application/Systems Inventory and Risk Scores

A summary of the major business systems and their impact scores are shown below.

Locally Hosted Systems

SIS servers and storage - Impact score 1

File Servers / Storage – Impact score 1 to 2

EMS – Impact Score 2

Powerfaids – Impact Score 2

DNS, DHCP – Impact Score 1

Cloud Hosted Systems

Webpage – Impact score 2

Single Sign-On – Impact score 1

Email – Impact score 1

3.0 Backup & Restore Strategy

The MPC IT department maintains a Data Center with uninterruptible power supplies or UPS that provide one hour emergency power to the servers as well as adequate cooling/humidity control systems for all its critical systems including servers and network equipment. The Data Center is connected to a gas powered generator that starts when power to the campus is lost. Spare, preconfigured network switches are available to be deployed in the case of hardware failures. All servers are backed up daily from Monday through Friday and monitored to ensure timely recovery from a system failure, system crash or natural disaster.

3.1 Data Capture and Backups

Backups performed using System Center 2012 SP1 Data Protection Manager

Short term backups are to disk, long term backups are to Virtual Tape Drives using HP StoreOnce 4220

Backup solution with deduplication

Other than Bare Metal Backups, long term backups are kept for 1 year

- Bare Metal Backups of all Domain Controllers- short term weekly, long term every 2 weeks
- Bare Metal Backups for other mission critical servers - short term weekly, long term monthly retained for 2 months
- All user data and shares –short term every 12 hours, retained for 14 days and weekly retained for 2 weeks– long term monthly backups are retained for 1 year
- SharePoint Websites –short term daily, retained for 2 weeks– long term monthly backups are retained for 1 year
- Student Records System –short term every 15 minutes, retained for 7 days- long term weekly retained for 1 month, monthly retained for 1 year
- All SQL Databases – short term every 6 hours, retained for 2 weeks – long term every 2 weeks then monthly retained for 1 year
- All network equipment configuration is backed up nightly

3.2 Preventative Measures

Following are several preventative measures that, when implemented and monitored on a regular basis will reduce the chance of a computer disaster ever occurring or minimize its impact.

- Restrict access to the Data Center to authorized personnel only
- Ensure there are no combustible materials located in the Data Center, such as solvents, paper, etc.
- Conduct regularly scheduled service on support systems, such as the Air Conditioning, Fire Retardant and UPS systems
- Check for overloaded circuits or worn/damaged electrical and power cables
- Perform regularly scheduled backups

4.1 Data Recovery

4.1.1 Recovery Management Team

The Recovery Management Team is responsible for managing the recovery effort as a whole, ensuring restoration occurs within planned Critical Time Frames and assists in resolving problems requiring management action. The Recovery Management Team consists of the Director of Information Services, Network Engineers and Network Technicians. The team is activated at the call of the Director of Information Services when a disaster occurs. Specifically, the Recovery Management Team is charged with:

Pre-Disaster

- Approves the final Disaster Recovery Plan
- Ensures the Disaster Recovery Plan is maintained
- Ensures Disaster Recovery training is conducted
- Authorizes periodic Disaster Recovery Plan testing
- Maintains and updates the plan as scheduled
- Distributes Disaster Recovery Plan to recovery team members
- Appoints recovery team members and alternates as required
- Coordinate the testing of the plan
- Trains disaster recovery team members in regard to the Plan

Post-Disaster

- Declares that a disaster has occurred and the Disaster Recovery Plan is activated
- Determines the plan strategy to be implemented
- Determines alternate team members (if any) and other support members of the recovery process
- Manages and monitors the overall recovery process
- Advises Senior MPC and user management on the status of the disaster recovery efforts

5.0

Future Enhancements

Following are several future enhancement that will improve the robustness of the backup and recovery process:

- Identical backup solution configured at the Marina Education Center
- Cloud backups for all appropriate systems and data
- Reduction of local physical servers and storage, utilizing virtualization and cloud hosting.
- Expanding Uninterrupted Power Supplies (UPS) to provide power backup to critical systems locally throughout the campuses
- Cloud based Active Directory (AD) as redundancy for local AD.
- Develop and test disaster recovery scenarios.
- Implement Enterprise Resource Planning (ERP) to consolidate systems.

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. F

Academic Affairs
College Area

Proposal:

To approve these courses which have proceeded through the institutional curriculum development process to the point of recommendation to the Board.

Background:

The courses listed below are recommended by the Curriculum Advisory Committee and endorsed by the MPC administration.

Budgetary Implications:

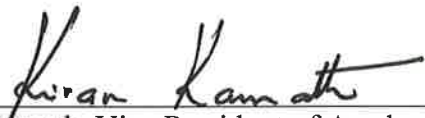
When offered, related courses and programs generate instructor and support costs, which are offset by student attendance driven income.

RESOLUTION: BE IT RESOLVED, that the following new courses be approved:

New Courses:


DANC 19A Salsa Dance I
DANC 19B Salsa Dance II

Recommended By:



Kiran Kamath, Vice President of Academic Affairs

Prepared By:



Kim Kingswold, Academic Technician

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

NEW COURSES

DANC 19A, Salsa Dance I

.5 units

2 hours lab

Justification:

Ballroom courses have high enrollment numbers at MPC. There appears to be an interest in further opportunities in social dance.

Description:

This course offers an introduction to salsa dance at a beginning level. Students learn different styles and cultural aspects of the dance form.

DANC 19B, Salsa Dance II

.5 units

2 hours lab

Justification:

Enrollments in ballroom dance have been strong. There is evidence an opportunity in an additional social dance course would be equally as strong.

Description:

This course is a continuation of DANC 19A. Students learn salsa dance styles, phrases, and cultural aspects at the intermediate level.

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. G

Student Services
Office

Proposal:

That the Governing Board ratifies the Memorandum of Understanding between The Monterey County Superintendent of Schools and Monterey Peninsula College for the project entitled "For provision of Quality Improvement for Monterey County Quality Rating & Improvement System Program (CSPP). The initial duration of this Memorandum of Understanding from 2016-2018.

Background:

Senate Bill No. 858 (Chapter 32, Statutes of 2014) Education Code Section 8203.1 allows state funding for activities that support and improve quality, and assess quality and access. In allocating the QRIS block grant funds, priority shall be given to directly supporting the early care and education programs sites that have achieved the highest common local tier of quality. The quality improvement plan for child development programs participating in the Quality Rating and Improvement System will be developed as a result of this agreement.

This Memorandum of Understanding is created for the purpose setting forth the terms and conditions to accept in shared roles in providing services enumerated below.

Scope of Work: Program obligations under this Agreement (collectively "Services") Include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

- Maintain status of licensed and in "good standing"
- Provide Quality Matters with requested program data for review and verification via upload to the WELS database, mail, or during in-person site visits.
- Provide Quality Matters with all lead teacher transcripts before participating in Quality Matters quality improvement activities
- Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings.
- Ensure appropriate site staff participates in quality improvement activities
- Report any changes in program director/FCCP owner to Quality Matters staff
- Participate in CA-QRIS evaluations conducted at the request of the California Department of Education, First 5 California, and other funders.

Budgetary Implications:

Monterey Peninsula Community College District is to receive an amount not to exceed \$34,067.00.

Resolution:

BE IT RESOLVED, that the Governing Board ratifies the Memorandum Of Understanding between the Monterey County Superintendent of Schools and Monterey Peninsula College regarding participation in Monterey County's Quality Rating & Improvement System Program (CSPP).

Recommended By:

Kim McGinnis

Kim McGinnis, Vice President of Student Services

Prepared By:

Jennyfer Gutierrez

Jennyfer Gutierrez, Administrative Assistant to the Vice President of Student Services

Agenda Approval:

Walter A. Tribley

Dr. Walter Tribley, Superintendent/President



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

Dr. Nancy Kotowski
County Superintendent of Schools

RECEIVED
2/13/17

MEMORANDUM OF UNDERSTANDING
Between
The Monterey County Superintendent of Schools
And
Program/Site

NAME OF PROGRAM:	MPC Lab Early Childhood Education Monterey Peninsula College
PROJECT:	For provision of Quality Improvement for Monterey County Quality Rating & Improvement System Program (CSPP)
AGREEMENT TERM:	Initial Term: 2016-2018
AGREEMENT AMOUNT:	Not to exceed \$34,067.00
CONTACT PERSON:	Cathy Nyznyk
TELEPHONE:	831-646-4066
EMAIL:	cnyznyk@mpc.edu
ADDRESS:	980 Fremont St, Monterey, CA 93940

RECITALS:

Whereas, Senate Bill No. 858 (Chapter 32, Statutes of 2014) Education Code Section 8203.1 allows state funding for activities that support and improve quality, and assess quality and access. In allocating the QRIS block grant funds, priority shall be given to directly supporting the early care and education programs sites that have achieved the highest common local tier of quality. The quality improvement plan for child development programs participating in the Quality Rating and Improvement System will be developed as a result of this agreement.

NOW THEREFORE, This Memorandum of Understanding is created for the purpose setting forth the terms and conditions to accept in shared roles in providing services enumerated below.

Article 1- SCOPE OF WORK

PROGRAM OBLIGATIONS. Program obligations under this Agreement (collectively "Services") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

Dr. Nancy Kotowski
County Superintendent of Schools

SECTION A. WHAT SERVICES WILL AGENCY PROVIDE: The expectations and requirements of Quality Matters Participating Programs include:

1. Maintain status of licensed and in "good standing"¹, which means a licensed child care center or family child care home that currently does not have any of the following: (1) non-compliance conference; (2) administrative action being taken or in the process of being taken; and (3) a probationary license. If a program receives a Type A violation, they are required to inform Quality Matters staff within five business days. If a site's license is changed to anything other than "in good standing" the QRIS rating and services to the site will be suspended pending corrective action.
2. Provide Quality Matters with requested program data for review and verification via upload to the WELS database, mail, or during in-person site visits.
3. Provide Quality Matters with all lead teacher transcripts before participating in Quality Matters quality improvement activities.
4. Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings (i.e., Quality Matters Orientation, Action Plan Meeting, Coaching & Technical Assistance Meetings).
5. Ensure appropriate site staff participates in quality improvement activities (i.e., trainings, coursework, workshops, learning circles, coaching, etc.) as determined by site leadership & Quality Matters staff during the Quality Improvement Action Plan Meeting.
6. Report any changes in program director/FCCP owner to Quality Matters staff.
7. Participate in CA-QRIS evaluations conducted at the request of the California Department of Education, First 5 California, and other funders.

Section A. 8 - 16 are specific only to participating sites to be rated:

8. Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings (i.e., Quality Matters Orientation, Rating, Action Plan Meeting, Coaching & Technical Assistance Meetings) and ERS and CLASS assessments as scheduled.
9. Report any changes in program director/ FCCP owner and lead teacher to Quality Matters staff. A change in director and/or lead teacher may require a new ERS and CLASS assessment to be conducted.
10. Ensure that the lead teachers/providers participate in the 21-hour minimum required professional development hours to maintain any permits and qualifications per program year.
11. Allow MCOE staff or contractors to complete independent CLASS and ERS assessments within 3 months of enrollment (exact timing is dependent on the availability of assessors).
12. Allow MCOE staff to complete the rating verification process within 2 months of participating in independent CLASS and ERS assessments.
13. Participate in Quality Monitoring activities to ensure that the established tier rating is maintained throughout the two-- -year period between ratings. Activities may include online or mail-in surveys, phone interviews, scheduled site visits, and random site visits.
14. Agree to the MCOE publishing agreement to post a program's rating by June 30th on the searchable directory on the Quality Matters Monterey County website once the final rating has been determined.
15. Renew tier rating every other year by allowing the program to receive another external ERS and CLASS assessment as scheduled by Quality Matters QRIS staff, as well as an additional document review and verification site visit.
16. Commit to continue to work towards continuous improvement to reach the next tier level based on your site's tiered rating and Quality Matters Quality Improvement Action Plan.

WHEN WILL AGENCY PROVIDE THE SERVICES:

DATE DETERMINED – Agency will begin to participate in the Services on (state date(s)):

¹ See Health and Safety Code Sections 1596.773 and 1596.886.



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

Dr. Nancy Kotowski
County Superintendent of Schools

DATE TO BE DETERMINED - The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be between: Dates Nov 1, 2016, to June 30, 2018.

WHERE WILL AGENCY PROVIDE THE SERVICES: Varies - throughout Monterey County FULL NAME OF AGENCY STAFF WHO WILL OVERSEE THIS SITES PARTICIPATION IN Quality Matters (leave blank if none designated):

Jeff Procive, Lead Teacher

MCOE OBLIGATIONS. MCOE Obligations under this Agreement (collectively "Services") include those required of MCOE in the General Terms and Conditions, any shared obligations stated below, and the following:

B. WHAT SERVICES WILL MCOE PROVIDE:

1. Provide participating Agency/Provider with Quality Matters Participant Guidelines document.
2. Provide an orientation to thoroughly review the appropriate pathway (i.e., Quality Improvement Pathway or Quality Rating & Improvement Pathway) process and establish the program's preliminary tier rating based on their self-assessment portfolio using CA-QRIS Tier Rating Matrix.
3. Establish a quality improvement plan to achieve their desired improvements based on available self-assessment portfolio and/ or rating data.
4. Schedule professional development trainings that will support Agencies/Providers in meeting the requirements of the QRIS Matrix.
5. Host monthly Quality Matters Learning Circles for support, continued learning and guidance.
6. Provide technical assistance (TA) in identified areas for improvement, as captured in the site's Quality Improvement Action Plan, as capacity allows.
7. Provide classroom materials, financial incentives, coursework reimbursement, and other resources, as funding allows. Section E specifies financial incentives available for current year.
8. Uphold all responsibilities as state mandated reporters to the Department of Social Services and Community Care Licensing if child abuse/neglect or licensing regulations are suspected.

Section B. 9 - 14 are specific only to participating sites to be rated:

9. Provide an "On-Site Orientation" meeting with the director(s) or FCCH owner of the participating programs to thoroughly review the Quality Rating & Improvement Pathway and establish the program's preliminary tier rating based on their self-assessment, and prepare the site for their independent CLASS & ERS assessments.
10. Provide independent CLASS and ERS assessments conducted by a reliable external assessor.
11. Coordinate technical assistance/quality improvement activities.
12. Meet with the program to observe and gather data to verify site practices to establish a tier rating.
13. Provide program participant with an overview of their tier rating results and answer questions.
14. Publish tier rating will the Quality Matters Monterey County searchable website directory, so that parents and the community may access each program's quality rating.

WHEN WILL MCOE PROVIDE THE SERVICES:

DATE DETERMINED - MCOE will begin QRIS Services on (state date(s)):

DATE TO BE DETERMINED - The QRIS staff will coordinate and schedule the particular date(s) on which MCOE shall offer the Services between: **December 1, 2016, and June 30, 2018.**

WHERE WILL MCOE PROVIDE THE SERVICES: Varies - throughout Monterey County FULL NAME OF MCOE STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):



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County Superintendent of Schools

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations (**leave blank if none**):

Eliza Gomez, Program Coordinator II and Janeth Rojas, Program Specialist

Article 2 – PAYMENT

CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):

PARTICIPANT TYPE:

CSPP: _____ QRIS (Step 3)

_____ INCENTIVES. (No PAYMENT) (Note: *Resource Request Incentives) No monetary payment shall be made by or to either Party under this Agreement. *Based on the Quality Improvement Plan, incentives will be provided by MCOE to improve the quality of services specific to the sites individual needs.

QUALITY AWARD GRANTS FOR INITIAL RATING (PAYMENT for only QRIS Participants). TO Program/Provider (also refer to as "Payor") participant. MCOE (also refer to as "Payee") shall pay pursuant to the following "Payment Schedule" once all requirements have been met, and invoice has been submitted within 30 days of completion. (Note: Continue to mark scheduled payments in section A and B and complete as indicated):

Section C. #1: Participation Awards:

_____ **Payment Schedule 1** – Fixed Installment Payment: \$ 200 for completed self-assessment on _____ (date). MCOE shall submit each invoice from the participant for payment within 30 days of submission in accordance with Subsection 2.2.

_____ **Payment Schedule 2** - Fixed Installment Payment: \$ 500 for completed formal self- assessment on _____ (date.) MCOE shall submit each invoice from the participant for payment within 30 days of submission in accordance with Subsection 2.2.

_____ **Payment Schedule 3** – Fixed Installment Payment: \$ 800 for the development of Quality Improvement Development Plan on _____ (date.) MCOE shall submit each invoice from the participant for payment within 30 days of submission in accordance with Subsection 2.2.

_____ **FOR QI Sites-** Fixed Installment Payment: \$ 800 for completed for the development of Quality Improvement Development Plan on _____ (date.) MCOE shall submit each invoice from the participant for payment within 30 days of submission in accordance with Subsection 2.2.

_____ **Payment Schedule 4** – Fixed Installment Payment: \$ 500 for completed rating on _____ (date.) MCOE shall submit each invoice from the participant for payment within 30 days of submission in accordance with Subsection 2.2.

Entire Contract Amount/Completion of Services 1 (\$200), 2 (\$500), 3 (\$500) and 4 (\$800). Entire "Contract Amount" of \$ 2,000, the invoice for payment of which MCOE shall submit to Agency within 30 days of the date on which MCOE completed all Services required of MCOE under this Agreement.



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Section C #2: Quality Award Grants: Awarded to sites rated at Tiers 3, 4, & 5

Payment Schedule 5 – Initial rating payment for successfully being rated at one of the following levels: **(To be determined)**

- \$2,000 for Tier 3
- \$4,000 for Tier 4
- \$8,000 for Tier 5

MCOE shall submit an invoice from the participant for payment within 30 days of submission in accordance with Subsection 2.2.

Section C #3: Professional Development Incentive: Awarded to Quality Matters site program for staff that participate in a specialized Quality Matters professional development support:

\$2,825 for site for participating in the Quality Matters Coaching Collaborative Meetings for selected staff mentors & lead teachers.

\$750 for site for participating in the of the Quality Matters Leadership Development Cohort Learning Circle Meetings.

Section E #4: Request for Resources Incentive: Awarded to Quality Matters site program to implement the Quality Improvement Plan:

- \$ 24,492.00 for a total of 78 (\$314 per child) children enrolled at the participating Quality Matters site.

D. REQUIRED DOCUMENTS. Each document that is marked as required ("**Required Documents**") shall be provided in accordance with the following:

1. PAYMENT DOCUMENT. At Payor's (Program/Participant) request, Payee (MCOE) shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.5.1).

2. PROOF OF INSURANCE. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Article 4.)

Article 3 – TERMS AND CONDITIONS

RECITALS/OTHER TERMS AND CONDITIONS (leave blank if none):

By signing this Memorandum of Understanding, you are stating that you are voluntarily agreeing to participate in the Monterey County QRIS and agreeing to the program requirements and expectations as stated above.

Signature REQUIRED on page 11



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GENERAL TERMS AND CONDITION

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Terms and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings outlined in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSES. By this Agreement, the Agencies desire to set forth the terms and conditions upon which the Agencies shall cooperate and share responsibilities for the performance of this Agreement and set forth the Agencies rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Agency shall provide all labor, materials, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party.

SECTION 1.3 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Agency shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agreed to comply with this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision of this Agreement and an Applicable Law, the provision of this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Agency shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "Work"), that an Agency prepares for or provides to the other Agency pursuant to this Agreement: (A) the Work of each Agency shall remain its property and that Agency shall have all rights and interests thereto; and (B) upon termination of this Agreement and a Agency's request, the other Agency shall return any Work that belongs to the requesting Agency. The provisions of this Section shall survive the termination of this Agreement.



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SECTION 1.5 RECORDS AND INFORMATION.

1.5.1 REQUIRED DOCUMENTS. An Agency shall provide to the other Agency the Required Documents that are required from the Agency as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Agency providing the Required Document shall promptly notify in writing and/or submit to the other Agency the corrected, updated, or effective Required Document.

1.5.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (**collectively "Confidential Materials"**) are provided to or created by an Agency for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as an Agency, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation under this Agreement shall be as stated on the Cover. The Payor shall make payment to Payee, if any is due to Payee, in accordance with the Payment Schedule stated on the Cover and Section 2.2 below.

SECTION 2.2 INVOICE, DOCUMENTATION, AND PAYMENT. The payee shall submit an itemized invoice and support documentation to Payor before Payee may receive any payment if any is due to Payee under this Agreement. The Payment Schedule, stated in the agreement, shall apply to Payor's payment of the Contract Amount to Payee: (A) **Payment Schedule 1 or 2** - Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested; (B) **Payment Schedule 3** - Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, all Services required of Payee; and (2) Payor has received and approved Payee's invoice stating that Payee has completed all Services, the date on which all Services were completed, and the payment requested; and (C) **Payment Schedule 4** - Payor shall pay Payee in accordance with the provisions stated here relating to Payment Schedule 4.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on December 1, 2016 and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Agency. Any extension of the Contract Term shall be outlined in an amendment executed by the Agency.



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SECTION 3.2 TERMINATION DURING CONTRACT TERM.

Ground for Termination (**mark one**):

- With cause
 With or without cause

"Notice Period": At least 30 days before the effective date of termination of this Agreement

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement as marked on the Cover: (A) With or Without Cause – An Agency, with or without cause, may terminate this Agreement by giving the other Agency written notice. (B) With Cause – An Agency may terminate this Agreement only upon the other Agency's material breach of one or more provisions of this Agreement and after the non-breaching Agency has given the breaching Agency written notice.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, compensation is due to Payee under this Agreement; Payor shall pay Payee for all Services that Payee is required to perform and has performed in accordance with this Agreement before the effective date of termination. All provisions in Section 2.2 above shall apply to Payee's invoice for and Payor's payment under this Subsection, and, upon making such payment, Payor is not obligated to pay and shall have no obligation to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. An Agency is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Agency's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Agency has promptly notified the other Agency in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is sought and submitted an invoice and supporting information in accordance with Section 2.2. The payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

Each Agency, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance that complies with the CA. Early Care and Learning State Contract and the CA. Family Child Care Home Licensing Regulations, Title 22, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Agency upon the other Party's request:

a. For school districts/ agencies with CA. State Preschool Programs: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) worker's compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000.

b. For Family Child Care Home Owners: The licensee shall have one of the following: (A) Liability insurance (B) A bond or A file of Affidavits Regarding Liability Insurance (LIC 282) signed by each parent and stating that the Family Child Care Home does not carry liability insurance or a bond.



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ARTICLE 5 INDEMNITY.

An Agency ("Indemnitor") shall: (A) indemnify and hold harmless the other Agency ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. An Agency, who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (A), shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (B) shall not settle or resolve the Claim until it has notified the other Agency of the Claim in accordance with the preceding provision and given the other Agency written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Agency shall not unreasonably withhold. An Agency's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, the cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not any of the following: (A) a Party; (B) an officer, employee, or agent of Agency; (C) an officer, employee, or agent of MCOE; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by an Agency to act for or on the Agency's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Agencies shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which an Agency seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee from Payor; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Agencies, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENTS, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Agencies may execute this Agreement and any amendment in counterparts such that each Agencies signature is on a separate page. A copy or an original of this Agreement or an amendment with the Agencies' signatures, whether original or transmitted by electronic means, shall be deemed a fully



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executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.1 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, **to MCOE, a copy of any notice and demand by email to: Attn: Collen Stanley at 901 Blanco Circle, Salinas, CA 93901.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

All notices or demands to be given under this AGREEMENT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

MCOE:

ATT: Eliza Gomez
Monterey County Office of Education
901 Blanco Circle
Salinas, CA 93912-0851

Participant/Program:

ATT: Cathy Nyznyk
MPC
980 Fremont St
Monterey, CA 93940

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Program/Provider and MCOE separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

SECTION 7.2 Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.



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SECTION 7.3 Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Monterey County, California. THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2016.

MONTEREY COUNTY OFFICE OF EDUCATION (MCOE)

By: [Signature] 3-10-17
Garry P. Bousum
Associate Superintendent
Title

PROGRAM ADVISOR/SUPPORT PROVIDER

By: [Signature]
Signature
Dr. Walter Tribley
Typed Name
Superintendent/President
Title
942 314506
Social Security or Taxpayer
Identification Number

EDUCATIONAL SERVICES

By: [Signature]
Jamie Valenzuela-Mumau, Ed. D.
Assistant Superintendent, Ed. Services
Title

[Signature]
Program Coordinator II
[Signature]
Financial Secretary

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. H

Superintendent/President
College Area

Proposal:

To review the attached AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Monterey Peninsula Unified School District.

Background:

Assembly Bill 288 authorized California Community College districts to enter partnership agreements with local high school districts to expand dual enrollment opportunities for high school students. This agreement details the terms of MPC's partnership with Monterey Peninsula Unified School District and outlines the courses that will be offered as part of the pathways and on the high school campuses.

Budgetary Implications:

Anticipated increase in revenue to the general fund as a result of increased enrollments and FTES for the courses offered at the local high schools.

INFORMATION: AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Monterey Peninsula Unified School District.

Recommended By:




Dr. Kim McGinnis, Vice President of Student Services

Prepared By:



Jennyfer Gutierrez, Administrative Assistant to the Vice President of Student Services

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2017-2018**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Monterey Peninsula College (“COLLEGE”) a college of the Monterey Peninsula Community College District (“MPCCD”), 980 Fremont Street, Monterey, CA 93940, and Monterey Peninsula Unified School District hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Monterey Peninsula Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE;

NOW THEREFORE MPCCD and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2017 and ending on June 30, 2018, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2(b)

2. DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by section 4901.1

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - High school students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD policy.

- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures; and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass, if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, tutoring, and additional support available to students with disabilities are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

- 5.8 A course dropped within the MPCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course solely to high school students. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with MPCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors are part of an approved Instructional Service Agreement as required by MPCCD Business Procedure.

- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 Degree and Certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 COLLEGE and MPCCD must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and MPCCD shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor MPCCD may abandon or assign their obligations under the law, including Title IX.
- 7.5 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.7 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

- 7.8 Prior to teaching, faculty provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.
- 7.9 Faculty provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field. Adjunct faculty are not required to participate in these activities however, they are encouraged to participate.
- 7.10 Performance of faculty members employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 – Evaluation of the Agreement between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA). In cases where a faculty member is employed by the SCHOOL DISTRICT to teach AB288 courses, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.11 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the college course.
- 7.12 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with MPCCD policy and COLLEGE procedures and academic standards.
- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 MPCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 MPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

15.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to MPCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

16.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2 The MPCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of MPCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MPCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

17.1 The SCHOOL DISTRICT, in order to protect the MPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and MPCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.

17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and MPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

18. NON-DISCRIMINATION

18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940
Attn: Kim McGinnis, Vice President of Student Services

SCHOOL DISTRICT
Monterey Peninsula Unified School District
700 Pacific Street
Monterey, CA 93940
Attn:

21. INTEGRATION

21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

23.1 This agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of MPCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

25. SEVERABILITY

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on _____ 2017

By: _____
SCHOOL DISTRICT

By: _____
COLLEGE

By: _____
Monterey Peninsula COMMUNITY COLLEGE DISTRICT

APPENDIX

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Monterey Peninsula College (“COLLEGE”) a college of the Monterey Peninsula Community College District (MPCCD), 980 Fremont Street, Monterey, CA 93940 and Monterey Peninsula Unified School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before _____ and follow the protocols set forth in (a) and (b) of this section.
- d. MPCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
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MPCCD:	Dr. Kim McGinnis, Vice-President of Student Services	(831) 646-4191	kmcginnis@mpc.edu
School District:	Lisa Glick, Coordinator CTE/EDOptions	(831) 645-1230	lglick@mpusd.k12.ca.us
	Carli Peck, Coordinator College & Career Preparedness	(831) 645-1218	cpeck@mpusd.k12.ca.us

2. STUDENT SELECTION

- a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p)(1-3)*

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. **CCAP AGREEMENT PROGRAM YEAR FALL 2017** - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2017-2018 COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Monterey Peninsula Unified School District

A.1 **HIGH SCHOOL:** Marina High School **EDUCATIONAL PROGRAM:** Personal Wellness and Health Professions

TOTAL NUMBER OF STUDENTS TO BE SERVED: 39	TOTAL PROJECTED FTES: 7.8
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COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Making College Count	PERS 50	3	Fall, Spring	TBD	TBD	Staff	[X] CC <input type="checkbox"/> HS	<input type="checkbox"/> CC [X] HS
Internet Literacy	LIBR 80	3	Fall, Spring	TBD	TBD	Staff	[X] CC <input type="checkbox"/> HS	<input type="checkbox"/> CC [X] HS
	MEDA 100	1	Fall	TBD	TBD			

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. As Marina High moves toward an Early College High School, the goal is that all students will have completed at least four college courses by the time they graduate from high school. A further goal is that students who choose can graduate from high school having also earned a Certificate of Training and be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

A.2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Making College Count	On Course Study Skills Plus 3rd Edition	\$125.50		
Internet Literacy	Internet Effectively	\$158		

B.1 HIGH SCHOOL: Marina High School **EDUCATIONAL PROGRAM:** Hospitality and Tourism

TOTAL NUMBER OF STUDENTS TO BE SERVED: 68	TOTAL PROJECTED FTES: 13.6
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COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Making College Count	PERS 50	3	Fall, Spring	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS
Internet Literacy	LIBR 80	3	Fall Spring	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. As Marina High moves toward an Early College High School, the goal is that all students will have completed at least four college courses by the time they graduate from high school. A further goal is that students who choose can graduate from high school having also earned a Certificate of Training and be well on their way

toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

B.2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Internet Literacy	Internet Effectively	\$125.50		
Making College Count	On Course Study Skills Plus 3rd Edition	\$158		



C.1 HIGH SCHOOL: Marina High School EDUCATIONAL PROGRAM: College Connection (General Studies)

TOTAL NUMBER OF STUDENTS TO BE SERVED: 49	TOTAL PROJECTED FTES: 9.8
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COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Making College Count	PERS 50	3	Fall, Spring	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS

Note: All referenced Sections from AB 288 (Education Code § 76004)

Internet Literacy	LIBR 80	3	Fall, Spring	TBD	TBD	Staff	CC <input type="radio"/> HS <input type="radio"/>	<input type="radio"/> CC <input checked="" type="radio"/> HS
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C.2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Making College Count	On Course Study Skills Plus 3rd Edition	\$125.50		
Internet Literacy	Internet Effectively	\$158		



D.1 HIGH SCHOOL: Monterey High School EDUCATIONAL PROGRAM: Computer Programming/Video Game Design

TOTAL NUMBER OF STUDENTS TO BE SERVED: 60	TOTAL PROJECTED FTES: 19
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COURSE NAME	COURSE NUMBER	UNITS	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Programming Fundamentals - Python	CSIS 9	3	Fall	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS
Computer Information Systems	CSIS 1	3	Spring	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS
Programming Methods I	CSIS 10A	4	Fall	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS
Computer Projects	CSIS 98	2	Spring	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS

Note: All referenced Sections from AB 288 (Education Code § 76004)

C

Game Programming: Behind the Scenes	CSIS 114	1	Spring	TBD	TBD	Staff	<input checked="" type="radio"/> CC <input type="radio"/> HS	<input type="radio"/> CC <input checked="" type="radio"/> HS
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Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the work force in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

D.2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Programming Fundamentals - Python	How to Think Like a Computer Scientist: Interactive Edition (Using Python 3.x)	\$0.00		
Programming Fundamentals - Python	Python for Informatics: Exploring Information	\$0.00		
Programming Fundamentals - Python	Eloquent JavaScript A Modern Introduction to Programming	\$0.00		
Computer Information Systems	Computer Concepts 2014:Compr	\$225.25		
Programming Methods I	Starting Out with Java (w/o Access)	\$163.00		
Computer Projects				

Note: All referenced Sections from AB 288 (Education Code § 76004)

C

5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before June 30 and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

8. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Marina High School	TBD	See days above	See days above
Monterey High School	TBD	See days above	See days above

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. I

Student Services
Office

Proposal:

That the Governing Board proclaims the week of April 24 - 28, 2017 as the "Week of the Young Child?"

Background:

The first nationwide "Week of the Young Child" was held in 1971. Since then, community efforts promoting the wellbeing of children and their needs to the public have increased. Citizens are encouraged to collect information about available services for children and become informed of how public policy at the local, state, and national level influence the lives of young children.

"Week of the Young Child" is a time to recognize that early childhood is where our future begins and to recommit ourselves to ensuring that each and every child experiences the type of early environment at home, at child care, at school and in the community that will promote their early learning.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Governing Board proclaims the week of April 24-28, 2017 as the "Week of the Young Child."

Recommended By:

Kim McGinnis
Kim McGinnis, Vice President of Student Services

Prepared By:

Jennyfer Gutierrez
Jennyfer Gutierrez, Administrative Assistant to the Vice President of Student Services

Agenda Approval:

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

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. J

Human Resources
College Area

Proposal:

That the Governing Board approves job description for position of Director of Security and Emergency Operations, and authorizes the recruitment to fill the position.

Background:

The Board of Trustees approved a job description and salary placement for the position of Security and Emergency Operation Supervisor in August 2016. At that time, additional security and emergency operation duties were added which included the coordination and compliance of emergency operations and related safety practices.

The District conducted a thorough recruitment and search process and was unsuccessful in its efforts. Additional analysis of the position, responsibilities and salary was performed. At this time, it is recommended to change the title from "Supervisor" to "Director" and to increase the salary to be comparable with the scope of the position.

Budgetary Implications: The position will be funded by parking funds. The annual estimated cost of the position dependent upon initial placement, including all employer contributions for payroll and health benefits, is estimated to be between \$110,800 and \$129,762.

RESOLUTION: BE IT RESOLVED, that the Governing Board approve the job description for Director of Security and Emergency Operations at Range 57 of the Management-Supervisory Salary Schedule, and

BE IT FURTHER RESOLVED, that the Governing Board authorize the recruitment to fill the position of Director of Security and Emergency Operations.

Recommended By: Steve Crow (Byron Armas)
Steven L. Crow, Ed. D., Vice President of Administrative Services

Prepared By: Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval: Walter A. Tribble
Dr. Walter Tribble, Superintendent/President

MONTEREY PENINSULA COLLEGE

DIRECTOR OF SECURITY AND EMERGENCY OPERATIONS

JOB SUMMARY

Under the general direction of the Vice President, Administrative Services, the Director of Security and Emergency Operations is responsible for overseeing the Campus Security Department to provide a safe and secure environment for students, staff, visitors, and property and for enforcing applicable laws, policies, procedures, and ordinances. The Director shall plan, develop, implement, and monitor campus safety, parking and security operations and develop, coordinate, and train employees in a comprehensive emergency management plan for the District. The Director is responsible for ensuring compliance with federal, state, and regional laws, regulations and procedures. This position is a Classified Manager and exempt from overtime.

EXAMPLES OF FUNCTIONS

Essential Functions

1. Develop and implement a comprehensive safety and security program and an emergency management program and recovery plan for the District; develop and implement plans to manage security operations and address natural and man-made emergency situations at the college and off-campus sites.
2. Develop, coordinate, and oversee security and emergency procedures training for college employees; implement hands-on drills and exercises to prepare for and assess the District's readiness to respond to safety, security, and crisis situations.
3. Provide leadership in the development, implementation, and management of campus public safety and security operations and services in compliance with applicable laws, regulations, District policy and procedures, and collective bargaining agreements; evaluate effectiveness of operations and services; develop, recommend, and implement plan to improve operations and services.
4. Respond to incidents on campus; determine appropriate security responses to incidents; conduct investigations and write reports; contact and liaise with law enforcement authorities regarding crimes on campus, as appropriate. Communicate and coordinate security responses with administrators, including incidents related to student and employee investigations and discipline.
5. Coordinate resources with outside law enforcement agencies; cooperate with local law enforcement agencies in the prevention, control and investigation of illegal activities affecting campus personnel, students, and facilities. Develop and maintain positive community relations.
6. Responsible for adequate staffing and scheduling for campus safety operations, including alternate staffing plans to meet safety and security needs and address emergency situations. Select, train, supervise, and evaluate the performance of assigned staff; recommend transfers, reassignments, discipline, terminations, promotions, and other personnel actions as appropriate.
7. Conduct campus awareness programs and presentations on safety, security, and crime prevention to faculty, staff, administrators, and students. Develop and maintain positive public relations with students, staff, faculty, administrators, and the District community.

8. Develop, implement, and maintain, an effective parking control system. Formulate and implement parking appeals procedures.
9. Develop, implement, and maintain effective traffic control processes including modification of traffic signage as needed and staffing for event management.
10. Develop and prepare the annual preliminary budgets for assigned programs; monitors and controls budget expenditures; prepare and maintain detailed and comprehensive reports, records and files regarding personnel, programs, operations, facilities, and other related activities. Prepare a variety of written reports and documents in compliance with federal, state and District reporting requirements, including but not limited to the Annual Security Report.
11. Attend local, state, and federally sponsored meetings, conferences, and workshops in the field of emergency management and public safety. Participate in district-wide and District committees that address emergency management and safety issues.

Other Functions

Perform other related duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Any combination equivalent to: Two years of college-level coursework in a law enforcement or related field from an accredited college or university OR five (5) years of recent professional law enforcement experience AND three (3) years of direct supervision and/or management responsibilities related to security, public safety, and emergency preparedness.

Knowledge

Knowledge of: Public safety, law enforcement and security methods with an emphasis on the campus environment; current methods of equipment used in the security and public safety field; interpersonal skills using tact, patience, firmness, and diplomacy; California Education Code, vehicle code, penal code, laws of arrest, search and seizure; applicable Federal laws including the Clery Act; public disaster preparedness organizations, plans, and communications, evacuation, search and rescue techniques, including triage and Incident Command System and Standardized Emergency Management System and National Incident Management System guidelines; investigative techniques and report writing; the academic, ethnic, socio-economic, religious, disability, and gender diversity of students and staff attending or working on a community college campus; principles of public and community relations; budget preparation and administration including techniques of cost analysis; functional knowledge of Peace Officers Standards and Training (POST) training and compliance; and correct English usage, grammar, spelling, punctuation, and vocabulary.

Abilities

Ability to: Understand and independently carry out oral and written instructions; use interpersonal skills using tact, patience, firmness, and diplomacy; analyze situations, make decisions on procedural matters and adopt an effective course of action to de-escalate a situation; perform basic record-keeping and report writing skills use appropriate and correct English spelling, grammar, and punctuation; perform arithmetical calculations with speed and accuracy; communicate effectively in both oral and written form; efficiently use a variety of office equipment as needed to fulfill the needs of the job; maintain security and confidentiality of records and information; establish and maintain effective work relationships with those contacted in the performance of required duties; demonstrate an understanding of, sensitivity to and appreciation for the academic, ethnic, socio-economic, religious, disability and gender diversity of students and staff attending or working on a community college campus; establish, develop and

maintain effective working relationships with colleagues, faculty, staff, students and the community, communicate effectively both orally and in writing including complex proposals, reports and informational communications.

LICENSES AND OTHER REQUIREMENTS

At time of application, the following are required: Possession of a Basic POST certification and a California POST Supervisory and Management course certificate, or equivalent. Possession of a CPR and First Aid certificate (may be obtained within sixty (60) days after employment. A valid California driver's license and must have an acceptable driving record and current vehicle insurance meeting State of California requirements.

WORKING CONDITIONS

Environment: Indoor and outdoor work environment. Be available on-call to respond to emergency situations. Driving a vehicle to conduct work as necessary. Travel to District's sites required. Requires some evening and weekend responsibility. Most hours of assignment will require standing, walking/making rounds of campus buildings; climbing stairs, carrying heavy loads, carrying and using radio for campus communication; lift, carry, push, or pull 25 pounds; driving a vehicle required.

Adopted by Board of Trustees:

Management-Supervisory Salary Schedule: Range 57

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

President's Office

College Area

New Business Agenda Item No. K

Proposal:

That the Governing Board review Board Policies: 4020 – Program, Curriculum, and Course Development; 4226 – Multiple and Overlapping Enrollments; 5010 – Admissions and Concurrent Enrollment; 5012 – International Students; 5015 – Residence Determination; 5020 – Nonresident Tuition; 5030 – Fees; 5035 – Withholding of Student Records; 5040 – Student Records, Directory Information, and Privacy; 5050 – Student Success and Support Program; 5052 – Open Enrollment; 5055 – Enrollment Priorities; 5110 – Counseling; 5120 – Transfer Center; 5130 – Financial Aid; 5140 – Disabled Student Programs and Services (DSPS); 5150 – Extended Opportunity Programs and Services (EOPS); 5200 – Student Health Services; 5205 – Student Accident Insurance; 5210 – Communicable Disease; 5300 – Student Equity; 5400 – Associated Students Organization; 5410 – Associated Students Elections; 5420 – Associated Students Finance; 5500 – Standards of Student Conduct; 5510 – Off-Campus Student Organizations; 5570 – Student Credit Card Solicitations; 5700 – Intercollegiate Athletics; 5800 – Prevention of Identity Theft in Student Financial Transactions; and 7211 – Faculty Services Areas, Minimum Qualifications, and Equivalencies

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 to reflect CCLC policy language and numbering has been underway for the past few years. Policies have been presented to the Board in a group for review and approval to facilitate the policy update. Completion of this update will address one of the recommendations from the District's accreditation evaluation report.

The Board Policies Subcommittee recently completed a review of policies for the academic affairs, student services, and human resources areas, and recommends approval. The academic affairs policies were previously reviewed and endorsed by the Academic Senate and the Academic Affairs Advisory Group. The student services policies were similarly reviewed and endorsed by the Student Services Advisory Group. The human resources policy was recommended by the Academic Senate. The President's Advisory Group has also reviewed and recommended these policies.

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 4020 Program, Curriculum, and Course Development (*replaces existing MPC policy 3010*)
- Board Policy 4226 Multiple and Overlapping Enrollments (*no existing MPC policy*)
- Board Policy 5010 Admissions and Concurrent Enrollment (*replaces existing MPC policy 4105*)
- Board Policy 5012 International Students (*replaces existing MPC policy 4210*)
- Board Policy 5015 Residence Determination (*replaces existing MPC policy 4110*)
- Board Policy 5020 Nonresident Tuition (*replaces existing MPC policy 4115*)
- Board Policy 5030 Fees (*replaces existing MPC policies 4120, 4122, and 4125*)
- Board Policy 5035 Withholding of Student Records (*no existing MPC policy*)
- Board Policy 5040 Student Records, Directory Information, and Privacy (*no existing MPC policy*)
- Board Policy 5050 Student Success and Support Program (*replaces existing MPC policies 4000, 4140, and 4145*)
- Board Policy 5052 Open Enrollment (*replaces existing MPC policy 5052 – no text changes, policy for review only*)
- Board Policy 5055 Enrollment Priorities (*no existing MPC policy*)
- Board Policy 5110 Counseling (*replaces existing MPC policy 4005*)
- Board Policy 5120 Transfer Center (*no existing MPC policy*)
- Board Policy 5130 Financial Aid (*replaces existing MPC policy 4105*)
- Board Policy 5140 Disabled Student Programs and Services (DSPS) (*replaces existing MPC policy 4010*)
- Board Policy 5150 Extended Opportunity Programs and Services (EOPS) (*replaces existing MPC policy 4020*)
- Board Policy 5200 Student Health Services (*replaces existing MPC policy 4035*)
- Board Policy 5205 Student Accident Insurance (*no existing MPC policy*)
- Board Policy 5210 Communicable Disease (*replaces existing MPC policy 4315*)
- Board Policy 5300 Student Equity (*no existing MPC policy*)
- Board Policy 5400 Associated Students Organization (*replaces existing MPC policy 4410*)
- Board Policy 5410 Associated Students Elections (*no existing MPC policy*)
- Board Policy 5420 Associated Students Finance (*replaces existing MPC policy 4415*)
- Board Policy 5500 Standards of Student Conduct (*replaces existing MPC policies 4310 and 4133*)
- Board Policy 5510 Off-Campus Student Organizations (*no existing MPC policy*)
- Board Policy 5570 Student Credit Card Solicitations (*no existing MPC policy*)
- Board Policy 5700 Intercollegiate Athletics (*replaces existing MPC policy 4425*)
- Board Policy 5800 Prevention of Identity Theft in Student Financial Transactions (*no existing MPC policy*)
- Board Policy 7211 Faculty Services Areas, Minimum Qualifications, and Equivalencies (*replaces existing MPC policy 5340*)

Budgetary Implications:

None.

INFORMATION: First Reading of Board Policies: 4020 – Program, Curriculum, and Course Development; 4226 – Multiple and Overlapping Enrollments; 5010 – Admissions and Concurrent Enrollment; 5012 – International Students; 5015 – Residence Determination; 5020 – Nonresident Tuition; 5030 – Fees; 5035 – Withholding of Student Records; 5040 – Student Records, Directory Information, and Privacy; 5050 – Student Success and Support Program; 5052 – Open Enrollment; 5055 – Enrollment Priorities; 5110 – Counseling; 5120 – Transfer Center; 5130 – Financial Aid; 5140 – Disabled Student Programs and Services (DSPS); 5150 – Extended Opportunity Programs and Services (EOPS); 5200 – Student Health Services; 5205 – Student Accident Insurance; 5210 – Communicable Disease; 5300 – Student Equity; 5400 – Associated Students Organization; 5410 – Associated Students Elections; 5420 – Associated Students Finance; 5500 – Standards of Student Conduct; 5510 – Off-Campus Student Organizations; 5570 – Student Credit Card Solicitations; 5700 – Intercollegiate Athletics; 5800 – Prevention of Identity Theft in Student Financial Transactions; and 7211 – Faculty Services Areas, Minimum Qualifications, and Equivalencies

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



BP 4020 Program, Curriculum, and Course Development

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Superintendent/President shall establish procedures that rely primarily upon the recommendations of the Curriculum Advisory Committee for the development and review of all curricular offerings, including their establishment and modification.

Furthermore, these procedures shall include:

- Appropriate involvement of the faculty and the Curriculum Advisory Committee in all processes;
- Regular review and justification of programs and course descriptions;
- Opportunities for training for persons involved in aspects of curriculum development;
- Consideration of job market and other related information for vocational and occupational programs.

All new programs shall be approved by the Board.

All new programs shall be submitted to the California Community Colleges Chancellors Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

Credit Hour

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a “credit hour” program or a “clock hour” program.

The Superintendent/President will establish procedures that rely primarily upon the recommendations of the Curriculum Advisory Committee which prescribe the definition of “credit hour” consistent with applicable federal regulations, as they apply to community college districts.

The Superintendent/President shall establish procedures that rely primarily upon the recommendations of the Curriculum Advisory Committee to assure that curriculum at the District complies with the definition of “credit hour” or “clock hour,” where applicable. The Superintendent/President shall also establish procedures that rely primarily upon the

GOVERNING BOARD POLICIES

recommendations of the Curriculum Advisory Committee, for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

See Administrative Procedure 4020 – Program, Curriculum, and Course Development.

References: Education Code Sections 70901(b), 70902(b), and 78016;
Title 5 Sections 51000, 51022, 55100, 55130 and 55150;
U.S. Dept. of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended;
34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8;
ACCJC Accreditation Standards II.A and II.A.9

Formerly Governing Board Policy 3010 – Program, Curriculum, and Course Development

Adopted: June 11, 1986

Revised and Adopted: June 19, 1990; May 24, 2011.

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

~~3010 — Program, Curriculum, and Course Development~~

~~The programs and courses of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Governing Board shall authorize the Superintendent/President to oversee the development of policies and procedures that rely primarily upon recommendations of the Curriculum Advisory Committee in the development and review of all curricular offerings, including their establishment and modification.~~

~~Furthermore, these procedures shall include:~~

- ~~• Appropriate involvement of the faculty and Curriculum Advisory Committee in all processes;~~
- ~~• Regular review and justification of all curricular offerings;~~
- ~~• Opportunities for training for persons involved in aspects of curriculum development and review;~~
- ~~• Consideration of job market and other related information for career and technical education programs.~~

~~The Curriculum Advisory Committee, which is to be established in a way that is mutually agreeable to the District administration and the Academic Senate, shall review all curricula to assure that they meet Title 5 standards.~~

~~All new programs shall be approved by the Board.~~

~~All new programs shall be submitted to the Chancellor's Office for the California Community Colleges for approval as required.~~

~~Individual degree-applicable credit and non-credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree-applicable credit, degree-applicable, and non-credit courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.~~

~~See Administrative Procedure 3010 — Program, Curriculum and Course Development~~

Reference: Education Code Sections 70901(b), 70902(b), and 78016; Title 5, Sections 51000, 51022, 55100, 55130, and 55150

Developmental Course Policy formerly adopted by the Governing Board: June 11, 1986.

Revised, numbered, and adopted: June 19, 1990.

Retitled, revised, and adopted: May 24, 2011



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4226

BP 4226 Multiple and Overlapping Enrollments

The Superintendent/President shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.

The Superintendent/President shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5 Section 55007.

See Administrative Procedure 4226 – Multiple and Overlapping Enrollments

References: Title 5 Section 55007

Adopted:



BP 5010 Admissions and Concurrent Enrollment

The District shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:

- Any person over the age of 18 and possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the Superintendent/President or his/her designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in Labor Code Section 3077.

The District may deny or place conditions on a student's enrollment upon a finding by the Board or designee that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.

The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Superintendent/President shall establish procedures for evaluating the validity of a student's high school completion.

Admission – Any student whose age or class level is equal to 6th grade or higher and at least 12 years of age is eligible to attend as a special part-time student for advanced scholastic or vocational courses.

Any student whose age or class level is equal to 6th grade or higher and at least 12 years of age is eligible to attend as a special full-time student.

Any student enrolled in 6th grade or higher and at least 12 years of age may attend summer session.

The Superintendent/President shall establish procedures regarding ability to benefit and admission of high school and younger students.

Denial of Requests for Admission – If the Board denies a request for special full time or part time enrollment by a pupil who is identified as highly gifted, the board will record its findings and the reason for denying the request in writing within 60 days.

GOVERNING BOARD POLICIES

The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.

The Superintendent/President shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a pupil who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment – Claims for state apportionment submitted by the district based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Superintendent/President shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

See Administrative Procedure 5010 - Admissions, Administrative Procedure 5011 - Admission and Concurrent Enrollment of High School and Other Young Students, Administrative Procedure 5012 - International Students, Administrative Procedure 5013 - Students in the Military, and Board Policy/Administrative Procedure 5020 - Nonresident Tuition

References: Education Code Sections 76000, 76001, 76002, and 76038;
Labor Code Section 3077;
34 Code of Federal Regulations Section 668.16(p) (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended);
ACCJC Accreditation Standard II.C.6

Formerly Governing Board Policy 4105 – Admissions Policy

Adopted: December 14, 1988

Revised: October 25, 2005; August 25, 2009

Revised, Renumbered and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

~~4105—Admission Policy~~

~~Monterey Peninsula College shall admit students who are capable of profiting from the instruction offered and are either:~~

- ~~1. Eighteen or more years of age.~~
- ~~2. A California resident or a non-resident possessing a high school diploma, the Certificate of Proficiency, or Certificate of Completion issued by the State Board of Education.~~

~~In addition to meeting 1 or 2 listed above, the College shall admit:~~

- ~~3. International Students on F-1 or M-1 (Student) visas with a minimum acceptable TOEFL score of 450, evidence of financial support during enrollment at the College, and approval of the International Student Programs designee.~~
- ~~4. Refugee students who have Form I-181 from the Immigration and Naturalization Service or evidence of political asylum or refugee status.~~
- ~~5. Nonresident students who qualify for the California Nonresident Tuition Exemption (AB540) will be exempt from payment of nonresident tuition after completion and submission of the required form and documentation.~~

~~The College shall admit students in grades 6-12 who would benefit from advanced scholastic or vocational courses under the following conditions:~~

- ~~6. Students may enroll in degree applicable courses number 1 through 199 only.
 - ~~a. During a summer session only, the College will allow students in grades 6-12 to enroll in Math 261, 262, and 263.~~~~
- ~~7. Students may be considered for admission as a special part-time student to degree applicable courses pursuant to Title 5, section 55002 (a) with recommendation from the student's principal or designee, and parent/guardian. All students in grades 6-8 must, additionally, be individually interviewed and have the approval of the Superintendent/President's designee.~~
- ~~8. Students in grades 9-12 who do not meet the criteria listed above may be considered for admission as a special full-time student with recommendations from the student's parent/guardian, former high school principal, MPC's Superintendent/President's designee, and demonstrated eligibility for instruction using the College's assessment methods.~~

~~**Students in kindergarten through 5th grade are not eligible for enrollment at the College.**~~

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

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A. Student Programs and Services

4105 Admission Policy (continued)

Reference: Education Code 48800, 48800.5, 48412, 66200, 76000-76002, 84531, 84711.
California Administrative Code. Title 5, 55002(a)

Adopted: December 14, 1988.

Revised/Adopted: October 25, 2005 and August 25, 2009.

GOVERNING BOARD POLICIES

BP 5012 International Students

The District recognizes its responsibility to international education in a number of ways. An important part of this recognition is in admitting international students with F-1 (student) visas. Through planned recruitment efforts an attempt will be made to attract a well-qualified and diverse group of international students. Specialized programs and services for international students shall be provided through the International Student Office ~~to include but not be limited to academic advising, orientation, and assistance in locating suitable housing.~~

See Administrative Procedure 5012 – International Students

References: Education Code Sections 76141 and 76142;
Title 5 Section 54045;
Title 8, U.S. Code Sections 1101 et seq.

Formerly Board Policy 4210 - International Student Admissions & Services

Adopted: December 14, 1988

Revised and Adopted: August 31, 1993

Renumbered, Revised, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

C. International Students

~~4210—International Student Admissions & Services~~

~~The District recognizes its responsibility to international education in a number of ways. An important part of this recognition is in admitting international students with F-1 (student) visas. Through planned recruitment efforts an attempt will be made to attract a well-qualified and diverse group of international students.~~

~~Specialized programs and services for international students shall be provided through the International Student Office to include but not be limited to academic advising, orientation, and assistance in locating suitable housing.~~

Reference: Education Code 76000-02, 76300, 84521.5.
California Administrative Code, Title 5, 54000-54072.

Adopted: December 14, 1988

Revised, Numbered and Adopted: August 31, 1993

BP 5015 Residence Determination

Students shall be classified at the time of each application for admission or registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend.

Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student previously classified as a nonresident may be reclassified as of any residence determination date.

The Superintendent/President shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 Regulations.

See Administrative Procedure 5015 – Residence Determination

References: Education Code Sections 68040 and 76140;
Title 5 Sections 54000 et seq.

Formerly Governing Board Policy 4110 – Residency Requirements

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

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B. Regulations/Standards

~~4110—Residency Requirements~~

~~Determination of residency status and assessment of non-resident tuition rates shall be made in accordance with applicable state law and regulations. Residency regulations and requirements are included as Appendix 4110 of the Governing Board Policies Handbook.~~

Reference: Education Code 68000-68100, Government Code 224.
California Administrative Code, Title 5, 54000-54072.

Formerly Governing Board Policy 6.6.3, 6.6.4.

Revised, Renumbered, and Adopted: December 14, 1988.



GOVERNING BOARD POLICIES

BP 5020 Nonresident Tuition

Nonresident students shall be charged nonresident tuition for all units enrolled, unless specifically required otherwise by law.

Not later than February 1 of each year, the Superintendent/President shall bring to the Governing Board for approval an action to establish nonresident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Superintendent/President shall establish procedures regarding collection, waiver, and refunds of nonresident tuition. The nonresident tuition shall be published in the MPC Catalog and the Schedule of Classes.

See Administrative Procedure 5020 – Nonresident Tuition

References: Education Code Sections 68050, 68051, 68130, 68130.5, 76140, and 76141;
Title 5 Sections 54100 and 54045.5

Formerly Governing Board Policy 4115 - Non-Resident Tuition

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

~~4115—Non-Resident Tuition~~

~~Nonresident tuition shall be charged nonresident students as established annually by the Governing Board pursuant to California Education Code section 76140. The nonresident tuition will be published in the College Catalog and the Schedule of Classes.~~

~~All nonresident students, both foreign and United States citizens, shall be subject to tuition and other required fees.~~

~~Nonresident tuition shall be waived for out of state resident welfare recipients who meet Aid to Families with Dependent Children (AFDC) program state residency requirements and who are enrolled in the College as a Gain participant pursuant to AB 3212/Chapter 1590, Statues of 1988.~~

Reference: Education Code 68050, 68051, 76140.
California Administrative Code, Title 5, 54100.

Adopted: December 14, 1988.



GOVERNING BOARD POLICIES

Chapter 5 Student Services

5030

BP 5030 Fees

The Board of Trustees authorizes the following fees. The Superintendent/President shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the MPC Catalog.

Enrollment Fee (Education Code Section 76300)

Each student shall be charged a fee for enrolling in credit courses as required by law.

Health Fee (Education Code Section 76355)

The Superintendent/President shall present to the board for approval a fee to be charged to each full-time student for student health services.

Parking Fee (Education Code Section 76360)

Students shall be required to pay a fee for parking services. Parking fees (amount subject to change) will be charged Monday through Friday, excluding holidays.

To encourage ridesharing, a student may certify in writing at the time of payment of the fee that he/she regularly has two or more passengers commuting with him/her.

Transcript Fee (Education Code Section 76223)

The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Superintendent/President is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.

The first two copies of a student's transcript requested under normal procedures are provided at no charge. After the first two copies, a fee, (amount subject to change) is charged for each transcript ordered. A higher fee, (amount subject to change) is charged for same day service. All transcripts will be issued as official.

Student Representation Fee (Education Code Section 76060.5)

Students will be charged a \$1 fee per semester to be used to provide support for student governmental affairs representation. A student may refuse to pay the fee for religious, political, financial or moral reasons and shall submit such refusal in writing.



GOVERNING BOARD POLICIES

Instructional Materials (Education Code Section 76365; Title 5 Sections 59400 et seq.)

Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.

The District is permitted to charge a reasonable amount in specified courses according to criteria and processes outlined in this section, and the Board of Trustees of the Monterey Peninsula Community College District endorses materials charges as recommended by the college administration.

All courses for which materials charges are specified and approved will meet the requirement of Title 5 Section 59402. The “at cost” amount specified for these courses will be placed in the Schedule of Classes.

See Administrative Procedure 5030 – Fees and Administrative Procedure 5031 – Instructional Materials

References: Education Code Sections 76060.5, 76223, and 76300 et seq.;
Title 5 Sections 58520 and 59400 et seq;
ACCJC Accreditation Standard I.C.6

Formerly Governing Board Policies 4120 – Student Fees; 4122 -- Materials Charges; and 4125 – Refund of Fees

Adopted: March 21, 1995 for Policy 4120; April 29, 2003 for Policy 4122; December 14, 1988 for Policy 4125

Revised and Adopted: February 28, 2006 for Policy 4120; April 17, 1990 for Policy 4125

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

4120 Student Fees

~~The Governing Board adopts the following schedule of state mandated and/or permitted fees with legally required exclusions therefrom:~~

~~Community College Enrollment or Differential Fee~~

~~A student is required to pay an enrollment or differential fee as established by State law.~~

~~Effective Spring 1995 semester, no Community College Enrollment Fee shall be required of students who, at the time of enrollment, are in grades K-12.~~

~~Building Fee~~

~~A building fee (amount subject to change), is required of every student taking courses on campus, excluding courses that are listed as part of the Living Room Series.~~

~~Health Fee~~

~~A health fee is required of every student taking courses on the main campus. Exemptions:— Students enrolled in distance learning, off campus courses, apprenticeship training courses, and students who use prayer for healing.~~

~~Parking Fee~~

~~Parking fees (amount subject to change) will be charged Monday through Friday, excluding holidays. No student who receives a fee waiver will pay more than \$20.00 per semester for a parking permit.~~

~~Transcript Fee~~

~~The first two copies of a student's transcript requested under normal procedures are provided at no charge. After the first two copies, a fee, (amount subject to change) is charged for each transcript ordered. A higher fee, (amount subject to change) is charged for same day service. All transcripts will be issued as official.~~

~~Exemptions From Fees~~

~~No Community College Enrollment or Differential Fee, or Health Fee shall be required of students who, at the time of time of enrollment, are recipients of benefits under the aid to Families with Dependent Children Program, the Supplementary Security Income/State Supplementary Program, Gain Program, or the General Assistance~~

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

4120 Student Fees (continued)

~~Program.—Authorization for exemption is required from the Financial Aid Office prior to registration.~~

~~Effective Spring 1995 semester, no Community College Enrollment Fee shall be required of students who, at the time of enrollment, are in grades K-12.~~

~~Students enrolled in apprenticeship training courses are exempted from paying the Community College Enrollment or Differential Fee, non-resident tuition, Building Fee and Health Fee.~~

~~Students who depend on prayer for healing as specified in California Education Code 72246 (d) (1), are exempted from paying the Health Fee.~~

Reference: Education Code 72246, 72247, 72252, 76223.
California Administrative Code, Title 5, 22252, 54070, 54700-54708, 58500-58508.

Formerly Governing Board Policy 6.6 and 6.6.6.

Revised, Renumbered and Adopted: March 21, 1995.

Revised and Adopted: February 28, 2006.

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

4122 ~~MATERIALS CHARGES~~

~~Monterey Peninsula College offers a variety of courses in which materials are used that result in a continuing value to a student outside of class. These materials are provided to the students and remain in their possession at the conclusion of the instructional period.~~

~~The District is permitted to charge a reasonable amount in specified courses according to criteria and processes outlined in this section, and the Board of Trustees of the Monterey Peninsula Community College District endorses materials charges as recommended by the college administration.~~

~~All courses for which materials charges are specified and approved will meet the requirement of Section 59402 of Title 5. The "at cost" amount specified for these courses will be placed in the schedule of classes.~~

Reference: Education Code Section 78930
California Code of Regulations, Title 5, Section 59400

Adopted: April 29, 2003

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

4125 Refund of Fees

~~Fees may be fully or partially refunded upon application for a refund as allowed by the California Administrative Code.~~

~~1. Any fee or tuition collected in error or collected for a class that is cancelled by the College shall be refunded.~~

~~2. Non-resident tuition shall be refundable, upon application, for classes which are dropped during the first three weeks of semester-length classes and before the fourth class meeting for classes of more than one week but less than a semester. It shall be refundable, upon application, for classes, which are dropped before Thursday of the second week of instruction at Fort Ord (8-week courses only.)~~

~~3. The health fee and building fee are refundable, upon application, if all classes are officially dropped at the Admissions and Records Office during the first two weeks of class.~~

~~4. The Parking fee is non-refundable except when collected in error or when the fee has been paid for attending a class that is cancelled.~~

Reference: Education Code 72246, 72247, 72252, 76140.
California Administrative Code, Title 5, 54070, 58500-58508.

Formerly Governing Board Policy 6.6.9.1-5.

Revised, Renumbered and Adopted: December 14, 1988; April 17, 1990.



GOVERNING BOARD POLICIES

BP 5035 Withholding of Student Records

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation shall have grades, transcripts, diplomas, and registration privileges withheld.

See Administrative Procedure 5035 – Withholding of Student Records

References: Title 5 Section 59410

Adopted:



BP 5040 Student Records, Directory Information, and Privacy

The Superintendent/President shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

The Superintendent/President may direct the implementation of appropriate safeguards to assure that student records cannot be accessed or modified by any person not authorized to do so.

Any currently enrolled or former student of the District has a right of access to any and all student records relating to him or her maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit the information.

Directory information shall include:

- Student participation in officially recognized activities and sports including weight, height and high school of graduation of athletic team members.
- Degrees and awards received by students, including honors, scholarship awards, athletic awards and Dean's List recognition.

See Administrative Procedures 5040 -- Student Records, Directory Information, and Privacy; 5045 Student Records – Challenging Content And Access Log; and Board Policy/Administrative Procedure 4231 – Grade Changes

References: Education Code Sections 76200 et seq.;
Title 5 Sections 54600 et seq.;
20 U.S. Code Section 1232g(j);
ACCJC Accreditation Standard II.C.8

Adopted:



GOVERNING BOARD POLICIES

BP 5050 Student Success and Support Program

The District shall provide Student Success and Support Program services to students for the purpose of furthering equality of educational opportunity and academic success. The purpose of Student Success and Support Program services is to bring the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements.

The Superintendent/President shall establish procedures to assure implementation of Student Success and Support Program services that comply with the Title 5 regulations.

See Administrative Procedure 5050 – Student Success and Support Program

References: Education Code Sections 78210 et seq.;
Title 5 Sections 55500 et. seq.;
ACCJC Accreditation Standard II.C.2

Formerly Governing Board Policies 4000 – Matriculation; 4140 -- Declaration of Educational Goals; 4145 – Matriculation Exemptions Policy

Adopted: November 19, 1991

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

~~4000—Matriculation~~

~~Except for those exempted in Governing Board Policy 4145, Monterey Peninsula College shall provide students with the following matriculation services:~~

- ~~1.—— The processing of applications for admission.~~
- ~~2.—— Orientation services to provide students and prospective students with information on a timely basis concerning college procedures, services, and programs.~~
- ~~3.—— Assessment to determine competency in computation and language skills; utilizing assessment instruments and guidelines approved by the State Chancellor's Office, and evaluation of study and learning skills.~~
- ~~4.—— Assistance with the development of an educational plan, counseling and advisement concerning course selection, and referral to college support services when needed.~~
- ~~5.—— Post-enrollment evaluation of their progress.~~

~~The College shall provide a matriculation plan to ensure that students receive these educational services necessary to optimize their opportunities for success. Matriculation services shall include: a) Admissions; b) Orientation; c) Assessment; d) Counseling/Advising; e) Follow-up; f) Research.~~

Reference: Education Code 66700, 70901, 78215, 84500.1
California Administrative Code, Title 5, 55510, et. seq.

Adopted: November 19, 1991

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

~~4140—Declaration of Educational Goals~~

~~It is the policy of the Governing Board that all matriculating students will be encouraged to develop an Educational Plan, as defined by statute and regulations, no later than during the term following completion of fifteen semester units. The Educational Plan, and its implementation, shall be reviewed as outlined in the Monterey Peninsula College Matriculation Plan to ensure that it accurately reflects the student's needs and goals.~~

~~Students failing to develop an Educational Plan within the time period stated above, shall be requested to do so each subsequent semester, prior to registering for classes.~~

~~Failure by the student to cooperate with the district in the development of an Educational Plan, or failure to abide by the terms of the plan, voids the district's obligation to provide further matriculation services as authorized and required by state Matriculation regulations.~~

Reference: Education Code 66700, 70901, 84500.1
California Administrative Code 55523, 55523

Adopted: November 19, 1991

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

~~4145—Matriculation Exemptions Policy~~

~~As permitted by statute and regulation, Monterey Peninsula College shall establish policies specifying the groups for exemption for certain students from the assessment, orientation, and counseling components of state-mandated matriculation requirements. These policies shall be included in the matriculation plan, and the number of so-exempted students shall be reported to the Chancellor. Any exempt student shall be notified that he/she may choose whether or not to participate in the components.~~

~~Monterey Peninsula College may not use a sole criterion for exempting students from participating in all matriculation components. The College shall not exempt students from the admissions or follow-up components. Students may be exempt from assessment, orientation, or counseling/ advisement if they meet one of the component exemption criteria listed for that component in Appendix 4145.~~

~~The College shall also establish procedures for grievances and complaints if the student feels that assessment, planning session (orientation), and/or counseling are being applied in a discriminatory manner.~~

~~A statement of the matriculation exemptions is included as Appendix 4145 of the Governing Board Policies Handbook and shall be published in the College Catalog and Schedule of Classes.~~

Reference: Education Code 66700, 70901, 78215
California Administrative Code, Title 5, 55532, 55520, 55510, 55514

Adopted: November 19, 1991

Revised and Re-Adopted: February 18, 1997



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5052

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 Adopted: November 19, 1991; November 22, 2005; October 28, 2015

Reviewed:



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5055

BP 5055 Enrollment Priorities

All courses of the District shall be open to enrollment, subject to a priority system that may be established. Enrollment also may be limited to students meeting properly validated prerequisites and co-requisites, or due to other, practical considerations.

The Superintendent/President shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

See Administrative Procedure 5055 – Enrollment Priorities

References: Title 5 Sections 51006, 58106, and 58108

Adopted:



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5110

BP 5110 Counseling

Counseling services are an essential part of the educational mission of the District.

The Superintendent/President shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Counseling shall be required for all first time students enrolled for more than six units, students enrolled provisionally, and students on academic or progress probation.

See Administrative Procedure 5110 – Counseling

References: Education Code Section 72620;
Title 5 Section 51018;
ACCJC Accreditation Standard II.C.5

Formerly Governing Board Policy 4005 – Counseling

Adopted: December 14, 1988

Revised and Adopted: November 19, 1991

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

~~4005—Counseling~~

~~The College will provide an organized and functioning counseling program, which shall include, but not be limited to the following:~~

- ~~1. Academic counseling in which the student, especially the matriculating student, is assisted in assessing, planning, and implementing his or her educational goals and plans, pursuant to Governing Board Policy 4140.~~
- ~~2. Career counseling, in which the student is assisted in assessing his or her aptitudes, abilities, and interests, and is advised concerning the current and future employment trends.~~
- ~~3. Personal counseling in which the student is assisted with personal, family, financial or other social concerns, when that assistance is related to the student's education.~~
- ~~4. Coordination with other services to students, which include, but are not limited to, those provided for students with special needs, (e.g. disabled, disadvantaged, re-entry, and military students), skills testing programs, financial assistance programs, health services programs, and job placement services.~~

~~Counseling services shall be available to all students and prospective students.~~

Reference: Education Code 66700, 72620.
California Administrative Code, Title 5, 51018.

Adopted: December 14, 1988.

Revised and Re-adopted: November 19, 1991

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5120

BP 5120 Transfer Center

The District incorporates as part of its mission the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.

The Superintendent/President shall assure that a transfer center plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students and complies with law and regulations.

See Administrative Procedure 5120 – Transfer Center

References: Education Code Sections 66720 – 66744;
Title 5 Section 51027

Adopted:



GOVERNING BOARD POLICIES

BP 5130 Financial Aid

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The Superintendent/President shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

Misrepresentation

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in “substantial misrepresentation” of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The Superintendent/President shall establish procedures for regularly reviewing the District’s website and other informational materials for accuracy and completeness and for training District employees and vendors providing educational programs, marketing, advertising, recruiting, or admission services concerning the District’s educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The Superintendent/President shall establish procedures wherein the District shall periodically monitor employees’ and vendors’ communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its Board of Trustees do not waive any defenses or governmental immunities by enacting this policy.

See Administrative Procedure 5130 – Financial Aid

References: Education Code Sections 66021.6 and 76300;
20 U.S. Code Sections 1070 et seq.;



GOVERNING BOARD POLICIES

34 Code of Federal Regulations Section 668 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended);
ACCJC Accreditation Standard III.D.15

Formerly Governing Board Policy 4015 – Student Financial Services

Adopted: December 14, 1988

Revised: September 25, 2001

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

~~4015 Student Financial Services~~

~~Statement of Purpose~~

~~The Governing Board of Monterey Peninsula College recognizes that the purpose of financial aid is to provide equal opportunity and access to post-secondary education for all persons regardless of ability to pay. Although the primary responsibility for meeting college costs is considered to rest with the student and his or her family, Monterey Peninsula College supports a Student Financial Services Office to provide assistance to students with documented financial need.~~

~~Monterey Peninsula College is committed to assisting students to pursue their educational objective, regardless of their ability to pay. In compliance with federal, state, and local guidelines, Monterey Peninsula College will award financial aid to all eligible students who have completed the Student Financial Services Office application procedures. No student shall be denied the opportunity to apply for financial assistance, although Monterey Peninsula College cannot guarantee all students who apply will receive an award of financial aid.~~

~~Academic Materials and Book Lending Programs~~

~~All Academic Materials and/or Book Lending programs must adopt and implement operating procedures to ensure that all academic materials and/or books loaned to students will be returned to the lender. These operating procedures must insure that if the property is not returned,~~

- ~~1) — Fiscal Services will bill the student for the materials/books that were loaned, and~~
- ~~2) — Students will not be able to register and transcripts will be held until the material is either returned or the debt is paid.~~

~~Operating procedures will be submitted to the President or designee, for review and approval.~~

~~Scholarships~~

~~To comply with federal and state regulations and to maintain a standardized process of tracking various funding sources, all monies awarded to a student must be reported to the Student Financial Services Office before the funds are disbursed to the student. All campus and/or community-based programs awarding scholarships to students shall develop operating procedures for reporting scholarship awards to~~

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

4015 Student Financial Services (continued)

~~the Student Financial Services Office. Operating procedures will be submitted to the President or designee for review and approval.~~

~~This policy applies to the following campus and/or community-based programs and organizations. They include, but are not limited to, the following:~~

- ~~a. — MPC Scholarships~~
- ~~b. — CalWORKS Program~~
- ~~c. — CARE Grants~~
- ~~d. — EOPS Grant and Book Vouchers~~
- ~~e. — Financial Aid~~
- ~~f. — Humanities Book Awards~~
- ~~g. — MPC Foundation~~
- ~~h. — Student Activities~~
- ~~i. — Supportive Services~~
- ~~j. — Women's Programs~~
- ~~k. — Community Agencies, Clubs/Organizations, Department of Rehabilitation, Veterans Administration, etc.~~
- ~~l. — All other programs or services that provide financial support.~~

Reference: Education Code 660201, 68044, 69500 et. seq.
California Administrative Code, Title 5, 58600-58630

Adopted: December 14, 1988
Revised: September 25, 2001



BP 5140 Disabled Student Programs and Services (DSPS)

Students with disabilities shall be reasonably accommodated pursuant to federal and state requirements in all applicable programs in the District.

The Disabled Student Programs and Services (DSPS) program shall be the primary provider for academic adjustments, auxiliary aids, services, or instruction that facilitate equal educational opportunities for disabled students who can profit from instruction as required by federal and state laws.

DSPS services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, technology accessibility, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.

No student with disabilities is required to participate in the DSPS program.

The District shall respond in a timely manner to accommodation requests involving academic adjustments. The Superintendent/President shall establish a procedure to implement this policy which, at a minimum, provides for an individualized review of each such request, and permits interim decisions on such requests pending final resolution by the appropriate administrator or designee.

The Superintendent/President shall assure that the DSPS program conforms to all requirements established by the relevant law and regulations.

See Administrative Procedure 5140 – Disabled Student Programs and Services (DSPS)

References: Education Code Sections 67310 and 84850;
Title 5 Sections 56000 et seq.

Formerly Governing Board Policy 4010 – Disabled Students/Supportive Services Program

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

~~4010 Disabled Students/Supportive Services Program~~

~~The Governing Board of Monterey Peninsula College supports the provision of specialized services and/or educational programs to disabled students with exceptional needs enrolled at Monterey Peninsula College, who, because of a verified disability, cannot fully benefit from general educational classes, activities, and services without additional specialized assistance.~~

~~Specialized services and/or educational programs for disabled students shall be provided through the Supportive Services Program. Provision of these programs shall not preclude the disabled students' use of or enrollment in any and all other student services and general educational programs the College offers, in accordance with students' needs and abilities. Maximum efforts shall be made by the College to provide special services and assistance (e.g. adaptive educational equipment, interpreters, notetakers, readers, or other supportive services) to enable the disabled student to participate in regular activities, programs and classes.~~

~~The Supportive Services Program shall be available to students who:~~

- ~~1. Assume the social responsibility necessary to participate in the educational setting in which the student is enrolled;~~
- ~~2. Have a professionally verified physical disability, communication disability, learning disability, acquired brain injury, and/or is a developmentally delayed learner;~~
- ~~3. Have a functional limitation, which inhibits their ability to participate in the general educational offerings of the College.~~

~~The overall goal of the Supportive Services Program shall be the independence and maximum integration of students with disabilities. Services and/or instruction should lead to successful participation in the general college curriculum, vocational preparation and enhanced potential for achieving personal/social goals. Services or instruction shall be provided in the most integrated setting possible and directly related to the functional limitations of the verified disability of the students to be served. The Supportive Services Program shall not duplicate services or instruction, which are otherwise available to all students.~~

Reference: Education Code 78600, 84850.
California Administrative Code, Title 5, 56000-56088, 56350-56360.

Adopted: December 14, 1988.



MONTEREY PENINSULA
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GOVERNING BOARD POLICIES

Chapter 5 Student Services

5150

BP 5150 Extended Opportunity Programs and Services (EOPS)

Support services and programs that are in addition to the traditional student services programs shall be provided in order to assist students who have language, social, and economic disadvantages to succeed academically in the District.

The Extended Opportunity Programs and Services (EOPS) is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, counseling and advising, and financial aid.

The Superintendent/President shall assure that the EOPS Program conforms to all requirements established by the relevant law and regulations.

See Administrative Procedure 5150 – Extended Opportunity Programs and Services (EOPS)

References: Education Code Sections 69640–69656;
Title 5 Sections 56200 et seq.

Formerly Governing Board Policy 4020 – Extended Opportunity Programs and Services

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

~~4020 — Extended Opportunity Programs and Services~~

~~The Governing Board of Monterey Peninsula College supports the goal of providing equal educational opportunity for all persons able to benefit from instruction at Monterey Peninsula College or any of its community sites.~~

~~Monterey Peninsula College shall provide support services and programs over, above, and in addition to, the traditional student services programs of the College, in order to assist low-income, non-traditional, and minority students to succeed academically at the College.~~

~~The Extended Opportunity Programs and Services (E.O.P.S.) has been established at Monterey Peninsula College in order to provide services specifically designed to assist these students. Services of the Program shall include, but not be limited to, tutorial services, professional counseling, peer counseling, recruitment, financial aid, multicultural activities, and transition services. All efforts of the program shall be directed at facilitating the educational and personal growth of E.O.P.S. students and increasing their potential for success at Monterey Peninsula College.~~

Reference: Education Code Sections 69640-69654 et. seq.
California Administrative Code, Title 5, 56200-56294.

Adopted: December 14, 1988.



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GOVERNING BOARD POLICIES

Chapter 5 Student Services

5200

BP 5200 Student Health Services

Student health services shall be provided by the District in order to promote physical and emotional well-being through health oriented programs and services.

See Administrative Procedure 5200 – Student Health Services

References: Education Code Section 76401

Formerly Governing Board Policy 4035 – Health Services

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Student Programs and Services

~~4035 Health Services~~

~~Health Services for Monterey Peninsula College includes the services of a full-time College Nurse for the purpose of providing health care to students of the College. The services include first-aid for illness and injury, confidential consultation and counseling regarding health or personal concerns, referral to local agencies or physicians, screening tests for vision, hearing, tuberculosis, high blood pressure and scoliosis, information on student accident, medical and dental insurance, and reference files on health topics for information or research.~~

Reference: Education Code 76400-09.
California Administrative Code, Title 5, 54700 et. seq.

Adopted: December 14, 1988.



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COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5205

BP 5205 Student Accident Insurance

The District shall assure that students are covered by accident insurance in those instances required by law or contract.

References: Education Code Section 72506

Adopted:



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5210

BP 5210 Communicable Disease

The Superintendent/President shall establish procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases in students.

See Administrative Procedure 5210 – Communicable Disease

References: Education Code Section 76403

Formerly Governing Board Policy 4315 – HIV/ARC/AIDS

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

D. Student Rights and Responsibilities

~~4315 — HIV/ARC/AIDS~~

~~The Monterey Peninsula College District is committed to providing a safe, as well as fair, sensitive and non-discriminatory environment, which is in compliance with Federal, State, and local regulations. According to medical evidence, individuals with Human Immune Deficiency virus (HIV) infection, AIDS-related complex (ARC), or with Acquired Immune Deficiency Syndrome (AIDS), or who are perceived as having HIV/ARC/AIDS, do not present a health risk to others in the classroom nor in the work place. The District will provide students with current information on AIDS/ARC from available medical sources:~~

~~The Monterey Peninsula College District will treat all students equally, regardless of whether they have AIDS/ARC, are perceived to have AIDS/ARC, belong to a group thought to be particularly susceptible to AIDS/ARC, or have tested positive for the HIV-1 antibody. An individual with AIDS/ARC will not be denied enrollment for instruction in the District as long as he/she is able to perform in accordance with the respective standards of each class. Furthermore, the District will not require an individual to undergo antibody testing, nor other AIDS/ARC medical screening, as a condition of enrollment.~~

Reference: Health and Safety Code 199.20 et. seq.
Education Code 72011.

Adopted: December 14, 1988.



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COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5300

BP 5300 Student Equity

The Governing Board is committed to assuring student equity in educational programs and college services. The Superintendent/President shall establish and implement a student equity plan that meets the Title 5 standards for such a plan.

See Administrative Procedure 5300 – Student Equity

References: Education Code Sections 66030, 66250 et seq., and 72010 et seq.;
Title 5 Section 54220

Adopted:



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COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5400

BP 5400 Associated Students Organization

The students of the District are authorized to organize a student body association. The Governing Board hereby recognizes that association as the Associated Students of Monterey Peninsula College (ASMPC).

ASMPC is recognized as the official voice for the students in District decision-making processes. It may conduct other activities as approved by the Superintendent/President. ASMPC activities shall not conflict with the authority or responsibility of the Governing Board or its officers or employees.

ASMPC shall conduct itself in accordance with state laws and regulations and administrative procedures established by the Superintendent/President.

ASMPC shall be granted the use of District premises subject to such administrative procedures as may be established by the Superintendent/President. Such use shall not be construed as transferring ownership or control of the premises.

See Administrative Procedure 5400 – Associated Students Organization

References: Education Code Section 76060

Formerly Governing Board Policy 4410 -- Associated Students of Monterey Peninsula College

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

E. Student Government and Activities

~~4410 — Associated Students of Monterey Peninsula College~~

~~The Governing Board recognizes and approves the Associated Students of Monterey Peninsula College (ASMPC) as the official student government association of Monterey Peninsula College whose purpose is the conduct of activities on the behalf of the Students, approved by College officials.~~

~~Advisement will be provided to the ASMPC for proper direction and assistance with all student activities. The ASMPC shall be granted the use of Monterey Peninsula College premises without charge subject to such regulations as may be established by the Governing Board of the Monterey Peninsula College District.~~

~~The constitution of ASMPC is included as Appendix 4410 of the Governing Board Policies Handbook.~~

Reference: Education Code 76060.

Adopted: December 14, 1988.



GOVERNING BOARD POLICIES

BP 5410 Associated Students Elections

The Associated Students of Monterey Peninsula College (ASMPC) shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the Superintendent/ President.

Any student elected as an officer in ASMPC shall meet both of the following requirements:

- The student shall be enrolled in the District at the time of election and throughout his/her term of office, with a minimum of five semester units or the equivalent.
- The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 titled Standards of Scholarship and related administrative procedures).

See Administrative Procedure 5410 – Associated Students Election; Board Policy/Administrative Procedure 2015 -- Student Trustee; and Board Policy/Administrative Procedure 2105 -- Election of Student Trustee

References: Education Code Section 76061

Adopted:



GOVERNING BOARD POLICIES

BP 5420 Associated Students Finance

Associated Students of Monterey Peninsula College (ASMPC) funds shall be deposited with and disbursed by the Superintendent/President.

The funds shall be deposited, loaned, or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by ASMPC, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- the Superintendent/President or designee;
- the employee who is the designated adviser of the particular student body organization; and
- a representative of the student body organization.

The funds of the Associated Students shall be subject to an annual audit.

See Administrative Procedure 5420 – Associated Students Finance

References: Education Code Sections 76063–76065

Formerly Governing Board Policy 4415 – ASMPC Funds

Adopted: December 14, 1988

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

E. Student Government and Activities

~~4415—ASMPC Funds~~

~~The Governing Board of Monterey Peninsula College authorizes the Associated Students of Monterey Peninsula College to conduct fund-raising activities on the College campus during operating hours provided such activities do not interfere with the normal conduct of the College.~~

~~Appropriate arrangements for the cost and maintenance of the supervision of all funds raised by the Associated Students of Monterey Peninsula College shall be provided for by Monterey Peninsula College. An annual audit of student body funds will be conducted. The cost of the audit will be charged to the District. The Associated Students will be charged a bookkeeping fee on an annual basis. All expenditures of ASMPC funds must have the signature of the Dean of Student Services or his/her designee.~~

~~Any deposits or investments of funds of the Associated Students of Monterey Peninsula College may be made only upon approval of the Monterey Peninsula College Board and in compliance with the California Education Code Section 76063.~~

Reference: Education Code 76062, 76063, and 76064.

Adopted: December 14, 1988.

GOVERNING BOARD POLICIES

BP 5500 Standards of Student Conduct

The Superintendent/President shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension, or expulsion of a student.

The Board of Trustees shall consider any recommendation from the Superintendent/President for expulsion. The Board shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board on the expulsion shall be taken at a public meeting.

The procedures shall be made widely available to students through the college catalog and other means.

The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension, or expulsion of a student.

- Causing, attempting to cause, or threatening to cause physical injury to another person.
- Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife, or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the Superintendent/President.
- Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Committing or attempting to commit robbery or extortion.

GOVERNING BOARD POLICIES

- Causing or attempting to cause damage to District property or to private property on campus.
- Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
- Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the District.
- Sexual assault or sexual exploitation regardless of the victim's affiliation with the District.
- Committing sexual harassment as defined by law or by District policies and procedures.
- Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.
- Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying;
- Willful misconduct which results in injury or death to a student or to college personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
- Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, college personnel.
- Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
- Dishonesty, forgery, alteration or misuse of college documents, records or identification; or knowingly furnishing false information to the District.
- Unauthorized entry upon or use of District-owned or controlled facilities.
- Lewd, indecent, or obscene conduct on District-owned or controlled property or at District-sponsored or supervised functions.



GOVERNING BOARD POLICIES

- Engaging in expression which is obscene; libelous, or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.
- Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
- Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any board policy or administrative procedure.

Students at Monterey Peninsula College are expected to understand the standards of academic honesty as they pertain to students' behavior in the classroom as it relates to plagiarism and cheating. The College has the responsibility to establish and administer responsible disciplinary actions to students for the violations of these standards.

A statement regarding Plagiarism and Cheating and a statement of Student Rights and Responsibilities shall be published in the MPC Catalog.

See Board Policy/Administrative Procedure 3410 – Nondiscrimination; Board Policy/Administrative Procedure 3430 -- Prohibition of Harassment; Administrative Procedure 3435 -- Discrimination and Harassment Investigations; Administrative Procedure 5500 -- Standards of Student Conduct; Administrative Procedure 5520 -- Student Discipline Procedures; and Administrative Procedure 5530 -- Student Rights and Grievances

References: Education Code Sections 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10

Formerly Governing Board Policies 4310 -- Student Rights and Responsibilities and 4133 -- Plagiarism and Cheating

Adopted: January 14, 1970 for Policy 4310; December 20, 1996 for Policy 4133

Revised: December 14, 1988 for Policy 4310

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

D. Student Rights and Responsibilities

~~4310—Student Rights and Responsibilities~~

~~Students at Monterey Peninsula College have guaranteed rights, and assume responsibilities, under applicable State and Federal law and regulations derived from these statutes. These rights and responsibilities include protection of freedom of expression and protection against improper evaluation in the classroom; access to, safekeeping, and confidentiality of records; rights of freedom of association, inquiry and expression; participation in student governance with corresponding responsibilities; and the exercise of the rights of citizenship off campus. The College has the responsibility to establish disciplinary proceedings and applicable penalties, within the law, for the violation of College rules and regulations. The College shall also establish procedures for grievances and complaints in order to provide a means for resolving alleged unfair or improper action by any member of the academic community.~~

~~A statement of these Rights and Responsibilities is included as Appendix 4310 of the Governing Board Policies Handbook, and shall be published in the College Catalog.~~

Reference: Education Code 76030 et. seq., 76120, 76210 et. seq.
California Administrative Code, Title 5, 54600, 59300 et. seq.

Formerly adopted as Governing Board Policy: January 14, 1970.

Revised, Renumbered and Adopted: December 14, 1988.

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Regulations/Standards

~~4133—Plagiarism and Cheating~~

~~Students at Monterey Peninsula College are expected to understand the standards of academic honesty as they pertain to students' behavior in the classroom as it relates to plagiarism and cheating. The College has the responsibility to establish and administer responsible disciplinary actions to students for the violations of the above-mentioned standards. The student has the right to follow the established procedures for grievances and complaints as outlined in Board Policy 4310 if it is felt that the disciplinary action was an alleged unfair or improper action by any member of the academic community.~~

~~A statement of Plagiarism and Cheating Procedures is included as Appendix 4133 of the Governing Board Policies Handbook, and shall be published in the College Catalog.~~

Reference: Education Code 76130, 76034, 76037, 76120, 76210 et. seq.
California Administrative Code, Title 5, 54600, 59300, et. seq.

Adopted as Governing Board Policy: December 20, 1996.



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5510

BP 5510 Off-Campus Student Organizations

The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District.

See Administrative Procedure 5510 – Off-Campus Student Organizations

References: 34 Code of Federal Regulations Section 668.46(b)(7)

Adopted:



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5570

BP 5570 Student Credit Card Solicitations

The Superintendent/President shall establish procedures that regulate the solicitation of student credit cards on campus.

See Administrative Procedure 5570 – Student Credit Card Solicitations

References: Education Code Section 99030;
Title 5 Section 54400;
Civil Code Section 1747.02(m)

Adopted:



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5700

BP 5700 Intercollegiate Athletics

The District shall maintain an organized program for men and women in intercollegiate athletics. The District will offer opportunities for participation in athletics equally to male and female students consistent with state and federal law.

The Superintendent/President shall assure that the athletics program complies with state law, the California Community College Athletic Association (CCCAA) Constitution and Sport Championship Handbooks, and appropriate Conference Constitution regarding student athlete participation.

See Administrative Procedure 5700 – Intercollegiate Athletics

References: Education Code Sections 78223, 66271.6, 66271.8, and 67360 et seq.;
20 U.S. Code Sections 1681 et seq.;
ACCJC Accreditation Standard II.C.4

Formerly Governing Board Policy 4425 – Intercollegiate Athletics

Adopted: December 14, 1988

Revised: April 21, 1998

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

4000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

E. Student Government and Activities

~~4425—Interscholastic Athletics~~

~~The Governing Board of Monterey Peninsula College recognizes the value of interscholastic athletics in the overall development of students. It therefore offers opportunity for both men and women to compete in interscholastic sports. The program is intended to be an opportunity for students to expand and develop physically and emotionally while gaining skills in specific areas of athletics and developing a sense of citizenship and productive competition.~~

~~Monterey Peninsula College recognizes that a successful program must encompass components that encourage students to move toward accomplishing their educational goals, in an atmosphere that is understanding of a student's individual background and life experiences.~~

~~The College has the responsibility to establish disciplinary proceedings and applicable penalties, within the law, for the violation of College rules and regulations.~~

~~A statement of the "Monterey Peninsula College Student-Athlete Responsibilities and Standards of Conduct" is included as Appendix 4425 of the Governing Board Policies Handbook, and shall be furnished to each student-athlete.~~

Reference: Federal Higher Education Act of 1972, Title 9.
Education Code 40-41; 32220

Adopted: December 14, 1988

Revised and Adopted: April 21, 1998



GOVERNING BOARD POLICIES

BP 5800 Prevention of Identity Theft in Student Financial Transactions

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students when the District serves as a creditor in relation to its students. When applicable, the Superintendent/President is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

See Administrative Procedure 5800 – Prevention of Identity Theft in Student Financial Transactions

References: 15 U.S. Code Section 1681m(e) (Fair and Accurate Credit Transactions Act (FACT ACT or FACTA))

Adopted:



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 7 Human Resources

7211

BP 7211 Faculty Service Areas, Minimum Qualifications, and Equivalencies

The District shall establish procedures for determining faculty service areas that adhere to collective bargaining agreements.

In addition, the District will establish procedures to determine minimum qualifications and equivalencies for minimum qualifications for hiring faculty that are compliant with relevant sections of the Education Code and Title 5 regulations and include reasonable procedures to ensure that the Governing Board relies primarily upon the advice and judgment of the Academic Senate to determine that each individual employed under the authority granted by the regulations possesses qualifications that are “at least equivalent to the applicable minimum qualifications” per Education Code Section 87359(b). These procedures will ensure the hiring of highly qualified faculty who are experts in their subject matter areas, who are skilled in teaching and serving the needs of a varied student population, who can foster overall college effectiveness, and who are sensitive to and themselves represent the racial and cultural diversity of the college community.

See Administrative Procedure 7211 – Academic Employees Minimum Qualifications and Equivalency

References: Education Code Sections 87355-87359.5; 86360
Title 5 California Code of Regulations Sections 53410 – 53417

Formerly Governing Board Policy 5340 -- Equivalency Based on Eminence

Adopted: May 10, 1989

Revised: August 20, 1991

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

5000 SERIES PERSONNEL

D. Faculty

~~5340—Equivalency Based on Eminence~~

~~The Governing Board may certify an individual as equivalent to meeting prescribed qualifications for employment in a subject matter field when the person is determined to have superior knowledge and skill in the field as determined by the faculty of the department the Academic Senate, and/or the College President.~~

~~Criteria for determining Eminence, and procedures for recommending Eminent status to the Governing Board, are included as Appendix 5340.~~

Reference: Education Code 87615

Adopted: May 10, 1989.

Revised and Adopted: August 20, 1991.

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. L

Superintendent/President

Office

Proposal:

That the Governing Board considers and selects up to nine (9) candidates to serve on the California Community College Trustees (CCCT) Board.

Background:

The District received communication, dated February 27, 2017, from the Community College League of California regarding the CCCT Board of Directors election for 2017. A copy of the communication, the official ballot, the list of candidates, and candidates' biographic sketches and statements are attached.

The CCCT Board serves a major role within the Community College League of California. The twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members. The CCCT Board meets twice a year with the Board of Governors of the California Community Colleges.

This year, nine (9) seats are up for reelection on the CCCT Board. Each member community college district board of the League shall have one vote for each of the nine seats on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The nine candidates who receive the most votes will serve a three-year term.

The election of members of the CCCT Board will take place between March 10 and April 25, 2017. The College's ballot must be returned to the League office postmarked no later than April 25, 2017.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Governing Board nominate the following person(s) to serve on the California Community College Trustees (CCCT) Board:

and _____.

Recommended By:

Walter A. Tribley

Dr. Walter A. Tribley, Superintendent/President

Prepared By:

Shawn Anderson

Shawn Anderson, Executive Assistant to Superintendent/President and Governing Board

Agenda Approval:

Walter A. Tribley

Dr. Walter A. Tribley, Superintendent/President



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

RECEIVED
3/2/17

DATE: February 27, 2017

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Agnes Lupa, Member Resources Associate

SUBJECT: CCCT BOARD ELECTION — 2017

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are nine (9) seats up for re-election on the board, with seven incumbents running and two vacancies due to changes at the district level.

Each community college district governing board shall have one vote for each of the nine seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The nine candidates who receive the most votes will serve a three-year term.

The 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 10, 2017. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and*
- 2) ballot return envelopes must have no identifying information or signatures.*

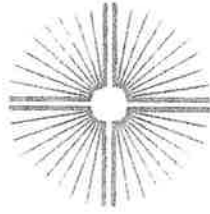
Although it is not required, **you may want to send your ballots via certified mail as we will not have the ability to confirm receipt.**

Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 4 -7 in Lake Tahoe.

If you have any questions on the CCCT board election, please contact Agnes Lupa at the League office at (916) 444-8641.

Attachments:

- List of Candidates
- CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
 - Official Ballot and Return Envelope
 - Candidates' Biographic Sketches and Statements



2017 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE'S
RANDOM DRAWING ORDER OF FEBRUARY 10, 2017

1. Marisa Perez, Cerritos CCD
2. Greg Pensa, Allan Hancock CCD
3. Michele R. Jenkins, Santa Clarita CCD
4. John Leal, State Center CCD
5. *Stephen Blum, Ventura County CCD
6. *Laura Casas, Foothill-De Anza CCD
7. *Stephan Castellanos, San Joaquin Delta CCD
8. Loren Steck, Monterey Peninsula CCD
9. *Adrienne Grey, West Valley-Mission CCD
10. Shaun B. Giese, Lassen CCD
11. *Andra Hoffman, Los Angeles CCD
12. *Pam Haynes, Los Rios CCD
13. Richard Watters, Ohlone CCD
14. *Jim Moreno, Coast CCD
15. William "Kyle" Iverson, Napa CCD

* Incumbent


CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Community College District
nominates to be a candidate for the CCCT Board.

This nominee is a member of the Community College District
governing board, which is a member in good standing of the Community College League of California. The
nominee has been contacted and has given permission to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Marisa Perez	DATE: January 24, 2017
ADDRESS: 5921 Allington Street	CITY & ZIP CODE: Lakewood, CA 90713
PHONE: 323-359-6839	EMAIL: marisaforkakewood@gmail.com

EDUCATION

EDUCATION
CERTIFICATES/DEGREES: Master of Public Policy, University of Southern California (1998), B.S., Bioengineering, Texas A&M University (1996)

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Board Consultant for Judith Mitchell, South Coast Air Quality Management District, Diamond Bar, CA
OTHER: Executive Director – Office of the Superintendent President, Long Beach Community College, CA (2004 to 2005)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Cerritos Community College District
YEARS OF SERVICE ON LOCAL BOARD: 5 years
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Cerritos Community College District Board President, 2012-13 Board Clerk, 2013-15 Board Vice President, 2015-16 Appointed by Board President to serve on the President/Superintendent Screening Committee, which concluded in the hiring of Dr. Jose Fierro. Appointed to Bond Construction Advisory Committee to oversee the \$349 million Measure G bond for campus construction. Appointed to serve on the Board Advisory Committee on Accreditation. Appointed to represent college on the Los Angeles County School Trustees Association (2014-15).

NATIONAL ACTIVITIES
(ACCT and other organizations, boards, committees, etc.)

Associate Director for Domestic Policy, The White House - Executive Office of the President, Washington DC – 1 Year

Associate Director for Transportation – Mayor Antonio Villaraigosa, City of Los Angeles, CA - 2005 to 2009

Selected to attend the National Association of Latino Elected Officials Annual National Summit on the State of Latino Education

CIVIC AND COMMUNITY ACTIVITIES

School Site Committee Member, Esther Lindstrom Elementary School

Vice President, PTA, Esther Lindstrom Elementary School

Board Member, Lakewood Little League

Graduate, Hispanas Organized for Political Equality Leadership Institute

Former Council Member, MTA Gateway Cities Service Sector

Former Member, Bellflower Unified School District Citizens Task Force

OTHER



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:

Marisa Perez

DATE:

January 24, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Distribution of equitable dollars is critical to educational access to our students, especially those underserved. The league should focus on increasing per-student funding for community colleges, investment in SSSP and Equity programs in order to close achievement gaps, and adequate allocation of Cal Grant resources to California community colleges.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As a government relations executive, I have a proven record of over 15 years' experience improving legislative/organizational changes, as well as establishing strategic relations with key policymakers, and industry and trade associations, state- and nationwide. I bring to the CCCT board the experience necessary to enable true education reform.

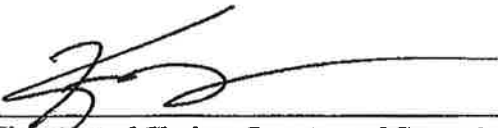
CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Allan Hancock Community
College District nominates Greg Pensa to be a
candidate for the CCCT Board.

This nominee is a member of the Allan Hancock Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Gregory A. Pensa	DATE: February 14, 2017
ADDRESS: 69 Ironwood Way	CITY & ZIP CODE: Solvang, 93463
PHONE: 805 455-1751	EMAIL: gpensa@hancockcollege.edu

EDUCATION

CERTIFICATES/DEGREES: A.A. Allan Hancock College, B.A. San Diego State University

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION:	Retired
OTHER:	Petroleum Marketing and Asset Development Director.

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER:	Allan Hancock College
YEARS OF SERVICE ON LOCAL BOARD:	7
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:	Two years Board Vice President and three years Board President.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Attended last two ACCT conferences as voting Board member.

Help lead seminar with other colleges on the "Six Student Success Factors".

CIVIC AND COMMUNITY ACTIVITIES

Education related; CCCL-Excellence in Trusteeship 2011, recertification 2015.
Solvang School Board Trustee 10 years, passed Mello Roos bond, built 6 classrooms and gym.

Santa Ynez High School, coached JV baseball.

Radio Broadcaster Santa Ynez High School Football since 1983.

Allan Hancock College Foundation Board 9 years, helped pass \$180-million-dollar Bond.

Santa Barbara County School Boards Assoc., Ex.Committee & President elect 2017-18.

"Education Volunteer of the Year" Santa Ynez Valley 2004

OTHER

"Man of the Year"-Santa Ynez Valley--The Valley Foundation 2013

Indigenous Development Coordinators-Founding Board member & Treasurer for Non Government Organization in the Philippines.

Valley Haven-Senior Day Care Center-Founding Board member.

Friendship House-Alzheimer's & Dementia Care-current President

Rotarian since 1980, Past President and multiple Paul Harris Award recipient.

Thru Rotary, delivered medical supplies to El Salvador & Philippines.

Buellton Business Men's Association, Past President

Pony League baseball, Past President and coach.



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:

Greg Pensa

DATE:

February 14, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Affordability and access. Access through Promise programs will lead to ensuring students can attend college. Access means getting students not only to an AA, but also to a bachelor's degree. Expanding the community college baccalaureate should be a key part of building an educated workforce for the state of California.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My time as an elected trustee and school board member showed me how we, as policy makers, are able to impact our communities. I have earned the Excellence in Trustee designation, a process that has exposed me to the policy initiatives that will expand access and affordability.

CCCT BOARD
NOMINATION FORM
2017

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Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the SANTA CLARITA Community
College District nominates MICHELE R. JENKINS to be a
candidate for the CCCT Board.

This nominee is a member of the SANTA CLARITA Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board
President

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

Name: MICHELE R. JENKINS Date: 2/15/17
Address: 25243 RUNNING HORSE RD.
City: NEWHALL Zip: 91321
Phone: (661) 618-6817 SAME
(home) (office)
E-Mail: MICHELE.JENKINS@CANYONS.EDU

EDUCATION

Certificates/Degrees: AA - COLLEGE OF THE CANYONS, B.A. UCLA,
MA - UNIV. OF NO. DAKOTA

PROFESSIONAL EXPERIENCE

Present Occupation: ADMINISTRATIVE / MEDICAL OFFICE

Other: PERSONNEL MANAGEMENT

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: SANTA CLARITA (COLLEGE OF THE CANYONS)

Years of Service on Local Board: 32 1/2 YEARS

Offices and Committee Memberships Held on Local Board: BOARD PRESIDENT MULTIPLE YEARS, VICE-PRESIDENT + SECRETARY CLERK MULTIPLE TIMES, FINANCIAL/AUDIT SUB COMMITTEE

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc) CCCT BOARD - COLLEGE LEAGUE BOARD -

COMMITTEE ON EDUCATIONAL SERVICES (TRUSTEE DEVELOPMENT), WORKSHOP PRESENTER AT NATIONAL TRUSTEE ASSOCIATION; PRESENTER ON APPROPRIATE ROLE OF TRUSTEES, SKILLS NECESSARY; IMPORTANCE OF ROLE OF CEO/BOARD RELATIONSHIPS; PRESENTER AT NATIONAL TRUSTEE CONFERENCE ON CALIFORNIA'S EXCELLENCE IN TRUSTEESHIP

National Activities (ACCT and other organizations, boards, committees, etc.): ACOT. PRESENTER;
LIASON TO COLLEGE DISTRICT FOUNDATION;

CIVIC AND COMMUNITY ACTIVITIES

AMERICAN ASSOCIATION OF UNIVERSITY WOMEN;
SUPPORTER OF SOROPTOMIST; ZONTA
MEMBER & OFFICER IN SANTA CLARITA
SCHOOL TRUSTEES ASSOCIATION (K-13 BOARD MEMBERS)
SANTA CLARITA CHAMBER; VALLEY CHAMBER

OTHER

VOLUNTEER FOR UCLA SCHOLARSHIP (ALUMNI)
SELECTION COMMITTEE

MEMBER OF THE LEAGUE HIRING COMMITTEE
FOR THE CEO OF THE LEAGUE

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: MICHELE R. JENKINS DATE: 2/15/17

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

LEADING THE STREAMLINING + CONDENSING OF
REGULATIONS, RULES WHICH IMPEDE COLLEGES' ABILITIES
TO OPERATE EFFICIENTLY AND WITH CREATIVITY

INPUT INTO A STABLE FUNDING SYSTEM WHICH
ALLOWS FOR AN INCREASE IN BASE FUNDS AS WELL
AS FUNDING A REVENUE STREAM FOR MANDATED
ACTIVITIES

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

AFTER 32 1/2 YEARS ON MY LOCAL BOARD I
HAVE A WIDE BREADTH OF FINANCIAL ACQUAINTANCE
OUR DISTRICT IS CONSERVATIVE FINANCIAL AND
EXCEEDS STANDARDS FOR FINANCIAL SOUNDNESS
SANTA CLARITA WAS ONE OF THE FIRST DISTRICTS
TO DEVELOPE ETHICAL STANDARDS FOR TRUSTEES
WE HAVE SUCCESSFULLY PASSED 3 BOND MEASURES


CCCT BOARD
NOMINATION FORM
2017

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Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Community College District
nominates to be a candidate for the CCCT Board.

This nominee is a member of the Community College District
governing board, which is a member in good standing of the Community College League of California. The
nominee has been contacted and has given permission to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: John Leal	DATE: February 10, 2017
ADDRESS: 5284 E. Kaviland Avenue	CITY & ZIP CODE: Fresno 93725
PHONE: 559-696-6647	EMAIL: jzleal@comcast.net

EDUCATION

CERTIFICATES/DEGREES: MA in Education from Fresno Pacific University, BA in Spanish from Fresno State, Lifetime Standard Secondary Teaching Credential, Administrative Services Credential, Clear Professional

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired Educator/Administrator
OTHER: Principal Caruthers H.S., Asst. Principal Roosevelt H.S, 22 years K-12 administrative leadership positions, 13 years teaching experience

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: State Center Community College District
YEARS OF SERVICE ON LOCAL BOARD: 4
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Current President, former Vice President, former Secretary
State Activities: CCLC Latino Caucus Officer

NATIONAL ACTIVITIES

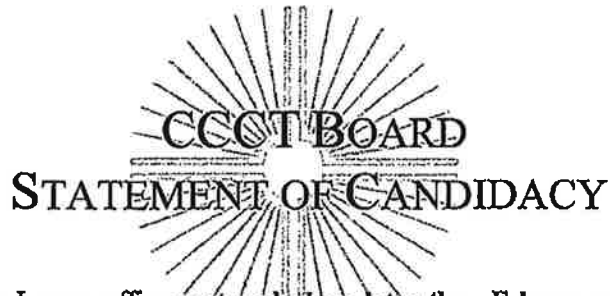
(ACCT and other organizations, boards, committees, etc.)

ACCT State Coordinator - 2 years
ACCT Latino Caucus Board Member
ACCT Nominating Committee 2014-2016

CIVIC AND COMMUNITY ACTIVITIES

Elks Lodge Major Projects
Officer Leading Elks Knight
20 year member of Association of Mexican American Educators
Fresno Unified School District Mentor
Fresno City College Puente Mentor
Lions Club Speech Essay Contest Judge
Veteran's Day Participant Organizer
Boys to Men Volunteer

OTHER



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:

John Leal

DATE:

February 10, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

I believe we should protect the status of Dreamers and establish Dream Centers to assist students to help them achieve their educational goals allowing them to become productive contributors to society. Also providing college resources for Guided Pathways with an emphasis on CTE will increase economic vitality in local communities.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I will help students by using my experience as a second language learning and first generation son of an immigrant family that sought the American Dream through education. My 39 years in education have prepared me to be student-centered and focused on student access, persistence and success.

CCCT BOARD
NOMINATION FORM
2017

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Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Community College District nominates to be a candidate for the CCCT Board.

This nominee is a member of the Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.


Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Stephen P. Blum. Esq.	DATE: January 17, 2017
ADDRESS: 505 Briarwood Terrace	CITY & ZIP CODE: Ventura, CA 93001
PHONE: (805) 660-8959	EMAIL: blumper2@gmail.com

EDUCATION

CERTIFICATES/DEGREES: BA, History; MA, Education; JD, Law; CA Teaching Credential; State Bar License
--

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Attorney; College Professor, Education Law
OTHER: High School Teacher, Coach (History, Health, Physical Education, Cross-County, Track/Field)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ventura County Community College District
YEARS OF SERVICE ON LOCAL BOARD: 10
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board Chair; District Committees: Planning, Accreditation, and Student Success Committee Chair/Trustee Member; Policy, Legislative, and Communication Committee Chair/Trustee Member; Planning and Board Communication Trustee Member; Capital Planning and Facilities, Trustee Member; Finance Committee Chair/Trustee Member; Academic Affairs Chair/Trustee Member; Chancellor Search Committee Trustee Member; CCCT Board; State Chancellor's Accreditation Task Force; CCLC Accreditation and Negotiations Presenter; Academic State Senate Plenary on Accreditation Presenter; Board of Governors on Accreditation Presenter.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)


Three-time delegate to National Education Association Representative Assembly
ACCT National Conference Attendee

CIVIC AND COMMUNITY ACTIVITIES

Ventura County School Boards Association Treasurer
Segue Board of Directors
Tri-Counties Education Coalition Member

OTHER

Ventura County School Boards Association - Gold Award: Outstanding Public Official
Ventura County Sports Hall of Fame - 2014 Inductee
Two-time Masters' National Champion: 10,000 and 5,000 Meters
Former American Record Holder: Masters' 5,000 Meters



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Stephen P. Blum, Esq.
DATE: January 17, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)
Student access and success should always be our major focus. We should be vigilant in keeping our eyes on the prize and not be deterred by anything or anyone. Budget, accreditation, and meeting the state's workforce needs are concerns.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)
I have served on the CCCT Board for three years; the Ventura County Community College Board for ten years; the State Chancellor's Accreditation Task Force; and spent 34 years as a teacher, coach, and teachers' union president. I bring considerable knowledge and experience to this position.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Foothill-De Anza Community
College District nominates Laura Casas to be a
candidate for the CCCT Board.

This nominee is a member of the Foothill-De Anza Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.


Signature of Clerk or Secretary of Governing Board


BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: Laura Casas Date: 1/24/17
Address: 1957 Amalfi Way
City: Mountain View Zip: 94040
Phone: 650-906-1514 (home) (office)
E-Mail: lauracasascc@gmail.com

EDUCATION

Certificates/Degrees: Juris doctorate - University of Santa Clara, Law
B.A., Political Science - California State University, Northridge

PROFESSIONAL EXPERIENCE

Present Occupation: Education advocate

Other: Legal department for international commercial liability carrier

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Foothill-De Anza Community College District
Years of Service on Local Board: 12 years (2005-present)
Offices and Committee Memberships Held on Local Board: Current Board president,
past vice president, and member of Audit and Finance Committee, Trustee Scholarship
Committee, Legislative Committee, and Foundation Board of Directors.

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc) Past representative of State Community College League
of California Board, past chair of State Legislative Committee of League, member
of the California Community College Trustees Board.

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____
Hispanics Organized for Political Equality (HOPE) graduate - Represented HOPE in
advocating/lobbying in Washington, D.C., for the DREAM Act. Support of legalization
and citizenship for undocumented students who have grown up in the United States.

CIVIC AND COMMUNITY ACTIVITIES

Board member Children Now, a national organization where children are a public policy
priority.

Board member ALearn, a grass roots organization committed to helping underrepresented
students get to and succeed in college.

Puente Project Statewide Advisory Council, an academic program with goal of college
success, and local Puente Project college mentor.

OTHER

League of Women Voters Education Committee for Santa Clara County

Co-founder - Battered Women's Shelter

Legislative Director - PTA 6th District, Santa Clara County

Chair - Adelante Conference supporting low-income high school students in
seeking higher education.



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Laura Casas
DATE: 1/24/17

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

- Bridge the achievement gap
- Student equity, success, and completion
- Transfer increase to four-year institutions
- Success in online education
- Support science, technology, engineering, and math
- Support the arts
- Increase delivery and efficiency of support services
- Expand adult education
- Increase dual enrollment

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My contribution to the CCCT Board and the vast legislative and leadership experience will be used to improve, manage, and promote the financial health of our institution and the success of our students. Opportunity belongs to those who seek its gift.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the SAN JOAQUIN DELTA Community
College District nominates STEPHAN CASTELLANOS to be a
candidate for the CCCT Board.

This nominee is a member of the SAN JOAQUIN DELTA Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.


Signature of Clerk or Secretary of Governing Board
Chair

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

Name: STEPHAN CASTEUANOS Date: 1/17/17
Address: 8115 HIGHWAY 20
City: VALENT SPRINGS Zip: 95252
Phone: 209 786 2630 (home) _____ (office)
E-Mail: SCASTEUANOS@DELTA COLLEGE.EDU

EDUCATION

Certificates/Degrees: BACHELOR OF ARCHITECTURE

PROFESSIONAL EXPERIENCE

Present Occupation: ARCHITECT

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: SAN JOAQUIN DELTA

Years of Service on Local Board: 8

Offices and Committee Memberships Held on Local Board: CLERK

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)

ACCT BOARD MEMBER

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

OTHER

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: STEPHAN CASTELLANO STATE: CA

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

I believe the key to great governance is great boards. I will continue to support the excellence programs. I am concerned about first time students throughout the CA system and hope to determine how to improve support.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Working with the CA chancellors and select institutions as well as with groups such as Latino, Asian-Pacific and Black trustees, I hope to collect data and determine what could be done to support success for first time students.

CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Monterey Peninsula Community
College District nominates Dr. Loren Steck to be a
candidate for the CCCT Board.

This nominee is a member of the Monterey Peninsula Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board

**CCCT BOARD
BIOGRAPHIC SKETCH FORM**

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: Loren Steck Date: February 13, 2017
Address: 27205 Meadows Road
City: Carmel Zip: 93923
Phone: (831) 626-3620
(home) (office)
E-Mail: lorensteck@gmail.com

EDUCATION

Certificates/Degrees: PhD, UCLA (1982); MA, UCLA (1976);
BA, UC Santa Cruz (1973)

PROFESSIONAL EXPERIENCE

Present Occupation: Psychologist (mostly retired); winery and vineyard owner

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Monterey Peninsula Community College District
Years of Service on Local Board: 14
Offices and Committee Memberships Held on Local Board: Board Chair, Board Vice Chair,
Chair of Presidential Search Committee, Member of Board Policy Committee,
Liaison to MPC Foundation, Liaison to Community Human Services (local JPA).

State Activities (*CCCT and other organizations boards, committees, workshop presenter;*
Chancellor's Committees, etc) Community College System: Chancellor's Scorecard
Technical Advisory Committee; CCLC Advisory Committee on Educational Services
(continued in "Other" below)

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

Community Human Services JPA: Board Vice Chair; Chair, Strategic Planning
Committee; Chair, Facilities Committee; Chair, Bylaws Committee.

Carmel Valley Association: Director, Secretary.

Carmel Valley Forum: Director, Vice Chair.

OTHER

University of California: Office of the President Chancellor's Search Committee;
Office of the President Speaker's Bureau; Office of the Treasurer Investment
Forum Presenter; Alumni Associations of the University of California board
member; Annual Legislative Conference Organizing Committee.

UC Santa Cruz: Member of faculty and Fellow, Porter College; President, UC
Santa Cruz Alumni Association; Trustee and Chair, Investment and Finance
Committee, UC Santa Cruz Foundation.

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Loren Steck DATE: February 13, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

(1) Careful oversight of the enactment of the remaining difficult, controversial parts of
the Student Success Act; (2) active involvement in the implementation of the new
Guided Pathways initiative; (3) improving trustee education regarding best practices
as well as other changes coming from the Chancellor's Office and State Legislature.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Having worked on higher education issues for 30+ years, I see problems with new
legislation impacting the system and am willing to work to address those concerns.
Regarding trustee education, I have been trained through other systems and believe we
could improve our program by taking advantage of outside expertise.

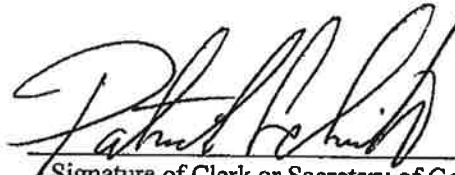
CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the West Valley-Mission Community College District
nominates Adrienne Grey to be a candidate for the CCCT Board.

This nominee is a member of the West Valley-Mission Community College District
governing board, which is a member in good standing of the Community College League of California. The
nominee has been contacted and has given permission to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Adrienne Grey	DATE: February 13, 2017
ADDRESS: 216 N 1 st Street	CITY & ZIP CODE: Campbell 95008
PHONE: 408-219-4896	EMAIL: adrienne4wvmccd@comcast.net

EDUCATION

CERTIFICATES/DEGREES: B.S. Management – Golden Gate University/ Certified in Integrated Resources Management (CIRM) – APICS: The Association for Operations Management

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Supply Chain Consultant
OTHER: 30 year bio-tech and high-tech manufacturing career; management positions in finance, IS, manufacturing operations, and materials/procurement

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: West Valley-Mission Community College District
YEARS OF SERVICE ON LOCAL BOARD: 8 years (elected 2008, 2012, 2016)
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: 2017 Board of Trustees President, 2017 Land Corporation Investment Committee; 2016 BOT President; 2012 Campaign Chair Measure C - \$350M Bond passed June 2012; 2012 BOT President; 2011 BOT Vice President; 2011 & 2013 Legislative Committee Chair; 2011/12 Data Dashboard Committee Member/Chair; 2010 Land Corp President; 2010/2012/ 2014/2015 Audit and Budget Oversight Committee Member; 2009 District Goal Alignment Committee

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Partnership Resource Team (PRT) Member – Institutional Effectiveness Partnership Initiative (IEPI). Participated in two site visits; third scheduled for March 2017.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

CIVIC AND COMMUNITY ACTIVITIES

2013-present Member Rotary Club of Campbell

2016-2020 Santa Clara County Democratic Central Committee (Elected)

2015-2018 CA Democratic Party Delegate

2014 Graduate, Values-Based Leadership (Working Partnerships USA)

2013 Graduate Leadership Campbell

2011 Campbell Woman of Distinction Awardee - City of Campbell & Santa Clara County Office of Women's Policy

2005-2010: 3-Term CA State Democratic Party Delegate and 2-Term Executive Board Representative


2007-2008 Director of Voter Registration and Community Services - Santa Clara County Democratic Party E-Board

2007 Madge Overhouse Awardee, Volunteer of the Year - Santa Clara County Democratic Party

2005-2006 Voter Registration Program Coordinator - Santa Clara County Democratic Party

OTHER

2017 Completed Excellence In Trusteeship - certification pending



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Adrienne Grey
DATE: February 13, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

- Closely monitor changes in Federal education policy to protect our core mission of student success: college transfer, career/technical ed, and basic skills (close the opportunity gap)
- Foster additional federal, state and local funding sources so our colleges remain fiscally sound and affordable for all

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I am a pragmatic optimist, who works collaboratively with others to understand issues and develop solutions. My deep gratitude for the opportunities afforded me by community colleges makes me an effective advocate and cheerleader for our CC system to legislators, business, and community leaders.

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Lassen Community
College District nominates Shaun B. Giese to be a
candidate for the CCCT Board.

This nominee is a member of the Lassen Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Dr. Marlon R. Hall
Signature of Clerk or Secretary of Governing Board
Marlon R. Hall, Ed.D.


CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

Name: Shaun B. Giese Date: 2-7-2017
Address: P.O. Box 654
City: Herlong, CA Zip: 96113
Phone: 530-386-3891 (home) (office)
E-Mail: rocky shaun@hotmail.com

EDUCATION

Certificates/Degrees: B.S. Religion Liberty University
A.A. Liberal Arts TMCC

PROFESSIONAL EXPERIENCE

Present Occupation: Facility Manager, K-8 School

Other: Former High School VoTech Teacher

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Lassen Community College District
Years of Service on Local Board: 4
Offices and Committee Memberships Held on Local Board: Board Vice President,
Policy Committee, Finance Committee

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc) 2017 CEO-Trustee Relationship Presenter at the
Effective Trustees Workshop

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

Former member of our local Resource Conservation District Board that doubled as Susan River Water Master. In less than two years, we took a dysfunctional organization and made it legal and efficient. We settled a law suit and re-vamped our programs.

OTHER

I am a father of five children who has seen the benefits of education first hand. I worked on my degree while being full time employed and raising a family. I worked my way through Community College and then through University. Doors opened because of my education. This is why I feel strongly about being a Trustee.

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 16, 2016 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: SHAUN BRYAN GIESE

DATE: 2/7/17

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The main mission of the league is to "promote and advance public education". I see two potential obstacles. Education becoming politicized and attacks on free speech, which is the antithesis to diversity and inclusion.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I have a strong belief in operating from our primary source, which is our mission and supporting policies. I have a strong resolve not to deviate from this. I find it easy to do advocate for what is right- free speech/inclusion.


CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**


Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the _____ Los Angeles _____ Community
College District nominates _____ Andra Hoffman _____ to be a
candidate for the CCCT Board.

This nominee is a member of the _____ Los Angeles _____ Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Andra Hoffman	DATE: February 3, 2017
ADDRESS: 4557 Haskell Avenue, #305	CITY & ZIP CODE: Encino, CA 91436
PHONE: 818/726-0859	EMAIL: ahoffman@email.laccd.edu

EDUCATION

CERTIFICATES/DEGREES: **Bachelor's Degree, Liberal Studies--Antioch University; Master's Degree Public Administration --California State University, Northridge**

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: **Director, Career/Job Placement Center--Glendale Community College; Adjunct Faculty Member, Political Science--Glendale Community College**

OTHER: **Former Director, Community Outreach, San Fernando Valley Girl Scout Council**

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: **Los Angeles Community College District**

YEARS OF SERVICE ON LOCAL BOARD: **Since July 1, 2015**

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

**Incumbent, CCCT Board Member
Chair, Legislative & Public Affairs Committee;
Vice Chair & Chair, Student Success & Institutional Effectiveness Committee;
Member, Budget & Finance Committee; and
Board Representative (Appointed), Student Affairs Committee**

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Association of Community College Trustees (ACCT)

LACCD is a lead district in the American's College Promise campaign and is now focused on developing a local "Promise" program as part of the California Promise Efforts.

CIVIC AND COMMUNITY ACTIVITIES

Past Member of the Board, YWCA, Glendale, CA;

Past Member of the Board, American Youth Soccer Organization;

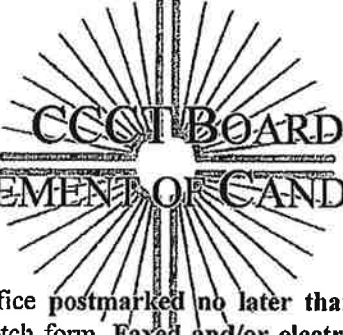
Member, California Internship and Work Experience Association (CIWEA);

Member, National Association of Colleges and Employers;

President, National Women's Political Caucus, San Fernando Valley

Former Member, School Site Council, Sherman Oaks Elementary School

OTHER



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:

Andra Hoffman

DATE:

February 3, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The next two years will be critical for evaluating the student learning outcomes and success of SSSP, Student Equity, Adult Basic Skills, CTE Pathways, Strong Workforce, Adult Education and the Bachelor's degree programs. A focus on our undocumented and at-risk students under this new administration will also be key.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I have nearly 20 years of community college experience and am very knowledgeable with the history of our system, our funding model, as well as goals of SSSP and Student Equity, ensuring that our students complete their goals. I have also built a strong network of educators-advocates in California.

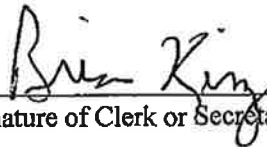
CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Community College District
nominates to be a candidate for the CCCT Board.

This nominee is a member of the Community College District
governing board, which is a member in good standing of the Community College League of California. The
nominee has been contacted and has given permission to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Pam Haynes	DATE: January 12, 2017
ADDRESS: 1169 Brownwyk Drive	CITY & ZIP CODE: Sacramento, 95822
PHONE: (916) 752-5860	EMAIL: pamhaynes@sbcglobal.net

EDUCATION

CERTIFICATES/DEGREES: AA, Santa Monica City College; BA, UCLA; MPA, Harvard University
--

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired
OTHER: Deputy Director, Speaker's Floor Analysis and Research, California State Assembly

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Los Rios Community College District
YEARS OF SERVICE ON LOCAL BOARD: 18
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President, Board Vice President, Foundation Board

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

<p>Member, California Community College Trustees, Community College League of California Member, California Community Colleges Board of Governors Member, The Accreditation Implementation Task Force (CCCCO, 2016) Member, Workforce and Economic Development, California Workforce Pathways Joint Advisory Committee (CA Board of Education)</p>

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Association of Community College Trustees

CIVIC AND COMMUNITY ACTIVITIES

Leadership California, American Leadership-Sacramento Valley, Senior Fellow,
Sacramento Chapter

African American Civic Engagement Project, NAACP.

OTHER



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:

Pam Haynes

DATE:

January 12, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Reducing educational disparities among historically under-represented students,
Hiring of a diverse faculty,

Better alignment between adult education, K-12, community colleges, CSU and the UC systems,

Aligning educational practices with industry and workforce needs that lead to high skill, high wage jobs, and

Ensuring that our most vulnerable students are protected.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

18 years experience serving on the Los Rios Board,

20 years experience in legislative policy and advocacy working in the State Assembly, the California Labor Federation, and the Employment Training Panel,

Serving as an advocate for students, faculty and trustees as a Governor Brown appointee to the Board of Governors.


CCCT BOARD NOMINATION FORM 2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Ohlone Community College District
nominates Richard Watters to be a candidate for the CCCT Board.

This nominee is a member of the Ohlone Community College District
governing board, which is a member in good standing of the Community College League of California. The
nominee has been contacted and has given permission to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board

**CCCT BOARD
BIOGRAPHIC SKETCH FORM**

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Richard Watters	DATE: February 2, 2017
ADDRESS: 6184-A Civic Terrace Avenue	CITY & ZIP CODE: Newark, CA
PHONE: 510-648-4616	EMAIL: watters4ohlone@yahoo.com

EDUCATION

CERTIFICATES/DEGREES: BS Hospitality & Tourism; MA Higher Education Administration

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: University Administrator
OTHER:

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ohlone Community College District
YEARS OF SERVICE ON LOCAL BOARD: 10
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President Vice President Audit Committee Foundation Board member

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Member and former board member, National Orientation Directors Association; Member, National Association of Student Personnel Administrators; Member, American College Personnel Association; Member, National Association of Campus Activities; Member, Association of College Unions-International; Member, Association of College and University Housing Officers – International

CIVIC AND COMMUNITY ACTIVITIES

School Site Council, Birch Grove Elementary School
Superintendent's Advisory Council, Newark Unified School District
Optimists Club
Newark Educational Foundation
Stage 1 Community Theatre

OTHER

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2017 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:

Richard Watters

DATE:

February 2, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Major issues include sustainable funding for mandates and special initiatives and not relying on one-time funds; lobbying for Cal Grant going only to public higher education institutions; and equity funding for districts with declining enrollments.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

With over 20 years experience working in higher education and experience as a trustee, I can offer my strategic planning and project management skills to assist with the implementation of goals and action plans, and to lobby the legislature for CCCT and League initiatives.

**CCCT BOARD
NOMINATION FORM
2017**

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
**CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811**

The governing board of the Community College District nominates to be a candidate for the CCCT Board.

This nominee is a member of the Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2017**, along with the nominating form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

NAME: Trustee Jim Moreno	DATE: January 19, 2017
ADDRESS: 15262 Stanford Lane	CITY & ZIP CODE: Huntington Beach, CA 92647
PHONE: 714 438 4848	EMAIL: jmoreno@cccd.edu

EDUCATION

CERTIFICATES/DEGREES: Graduate Degree in Public Administration, Cal State Northridge. Bachelor of Arts, Cal State Long Beach. Associates Degree East L.A. College.

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Coast Community College District Trustee
OTHER: Served as Chief Deputy to a Member of the L.A. County Board of Supervisors

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Coast Community College District
YEARS OF SERVICE ON LOCAL BOARD: Elected to the Board November 2006. Re-elected November 2010 and November 2014.
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President 2009 and 2012; Board Clerk 2010; Board Vice President 2011. Currently a member of the Board of Trustees' Audit and Budget Committee (and prior Chair 2009-2013). Prior member of the Board of Trustees' Legislative Affairs Committee (2016) and Career Technical Education Committee (2009-2013).

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Board Member 2011 - Present, and currently CCCT 2nd Vice President. Past Member Advisory Committee on Education Services 2008-2012. Current CCLC Executive Board Member.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT National Conference Member, Workshop Presenter, National Leadership Summit Fall 2009.

CIVIC AND COMMUNITY ACTIVITIES

Former member Coastline Community College Paralegal Advisory Board, Past Chairman Citizen Participation Advisory Board for City of Huntington Beach, Past Board Member Orange County Legislative Task Force, Volunteer Live Oak Adult Literacy Program, Member of the CHP Community Advisory Board.

OTHER

Author "Establishing Budget Transparency at the Coast Community College District" within ACCT Trustee Quarterly, Winter 2009; Author, Op-Ed "State Budget Raises Student Fees at Coast Community Colleges" July 2009; Author, Op-Ed "Colleges Need Support from Residents, State" Daily Pilot Newspaper, October 13, 2009; Co-Author of 2013 "Case Study of Differential Costs of CTE Programs at California Community Colleges". Graduate of CCLC Effective Trustee Program.



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:

Jim Moreno

DATE:

January 19, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

California Community College System must prepare students with skills to succeed and survive. Our leadership to increase student success and make college affordable is priority #1. I dedicate myself to reducing the costs of books, making rental books more available, and implementing an OER policy consistent with our educational goals.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

My CCCT experience has shaped me to understand our students' needs, demands, and what to expect for a good higher education. My involvement has shown me methods of providing funding for important student program budgets. We all have a responsibility to work for the future success of our students.

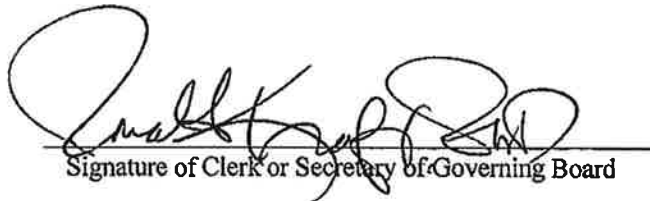

CCCT BOARD
NOMINATION FORM
2017

Must be returned to the League office postmarked no later than February 15, 2017, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Community College District
nominates to be a candidate for the CCCT Board.

This nominee is a member of the Community College District
governing board, which is a member in good standing of the Community College League of California. The
nominee has been contacted and has given permission to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.


Signature of Clerk or Secretary of Governing Board



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2017, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: William "Kyle" Iverson	DATE: February 13, 2017
ADDRESS: 1140 La Londe Lane	CITY & ZIP CODE: Napa 94558
PHONE: 916-997-5707	EMAIL: kiverson@napavalley.edu

EDUCATION

CERTIFICATES/DEGREES: Bachelor of Science Government and History

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Wine Industry Sales Jlohr

OTHER: Board of Directors for Mentis and Napa Spinal Cord Injury Network

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Napa Valley College

YEARS OF SERVICE ON LOCAL BOARD: 2 years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Audit Committee, Legislative Committee, Vineyard Wine and Technology Foundation

Land Use Committee

Ad Hoc Committee for Policy review

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Sunrise Rotary Napa California District 5130

CIVIC AND COMMUNITY ACTIVITIES

An active Rotarian in the Sunrise Rotary Club. Currently, Board Chair for the Napa Spinal Cord Injury Network. Recently appointed to the Board of Directors for Mentis, a local non profit mental health service provider.
Captain of a local Mens Soccer Team.

OTHER

As a community college trustee, Kyle Iverson has worked diligently on developing better relationships between the District and local community. He is an advocate for both disabled and veterans and is committed to overcoming the many obstacles facing these groups. He has been tireless in his efforts of developing a stronger Vineyard and Wine Technology program.

Currently, Kyle is working on securing Affordable Student Housing for the District and exploring the possibility of a Family Justice Center. Kyle works with local, state and federal leaders to find solution benefit not just the District, but the whole community. He is a forward thinking leader with the vision of success at developing a stronger Community College system that will ensure our students success in the demanding future.

STATE CAPITOL
SACRAMENTO, CA 95814
(916) 651-4003

California State Senate

SENATOR
BILL DODD
THIRD SENATE DISTRICT



February 15th, 2017

To whom it may concern:

It's our pleasure to recommend and support Kyle Iverson for a seat on the California Community College Trustees board (CCCT). Kyle Iverson is currently serving on the Board of Trustees for Napa Valley College (NVC).

We have enjoyed our time working with Kyle, and have come to find him as a truly dedicated and valuable asset to NVC. He is honest, dependable, has impressive communication skills, and is incredibly hard-working.

His knowledge of mental health services and experience serving on the Mentis Board, a local Mental Health provider in Napa, is an advantage for Napa Valley College and would also be a great advantage for the CCCT.

Kyle has helped support and nurture the partnerships between local K-12 districts and NVC. He is a true team player and always manages to foster important positive discussions and to bring out the best in the students, staff, faculty and members of the community.

Without a doubt, we confidently recommend Kyle to join the CCCT board. As a dedicated and knowledgeable trustee and an all-around great community leader; we know he will be a beneficial addition to your organization.

Please feel free to contact either of our offices if you like to discuss Kyle's qualifications or experience further at (916) 651 - 4003 for Senator Bill Dodd or (916) 319-2004 for Assemblymember Aguiar-Curry.

Sincerely,

Handwritten signature of Bill Dodd in cursive script, written over a horizontal line.

Senator Bill Dodd
California State Senate, 3rd District

Handwritten signature of Cecilia Aguiar-Curry in cursive script, written over a horizontal line.

Assemblymember Cecilia Aguiar-Curry
California State Assembly, 4th District



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2017** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME:
William "Kyle" Iverson

DATE:
February 13, 2017

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Increased tuition at CSU and UC results in more students in Community Colleges. This demand requires the League to continually development, evaluate, and adapt its' strategic plan to ensure success of the Community Colleges future.
More Career Tech and Vocational programs.
Young leaders are needed at the CCCT and League.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a student from the Community College system and now sitting on boards related to Mental Health, Disabled persons and Veterans, I've developed a strong passion and unique perspective. Collaboration is essential to the growth of Community Colleges and I am committed to ensuring their strong future.

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

New Business Agenda Item No. M

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 2017 Calendar of Events

MARCH 2017

Friday, March 17 ASMPC's St. Patrick's Day Event, **Student Center, 10:00am-1:00pm**
Sun.-Sat., March 19-25 Spring Recess
Wednesday, March 22 Regular Board Meeting, MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting: 1:30pm, Sam Karas Room

APRIL 2017

Friday, April 14 ASMPC's Spring Egg Hunt for the CDC (details tba)
Saturday, April 15 Asian Student Association's Annual Culture Show, MPC Music Hall, 7:30-9:30pm
Thursday, April 20 ASMPC's Earth Day Event, MPC Flagpole, 10:00am-2:00pm
Wednesday, April 26 Regular Board Meeting, MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting: 1:30pm, Sam Karas Room
Thursday, April 27 MCSBA Annual Organizational Meeting and Dinner, Hartnell College, 5:30pm
Friday, April 28 President's Address to the Community, Monterey Marriott, 11:30am-1:30pm

MAY 2017

Thurs.-Sunday, May 4-7 CCLC Annual Trustees Conference, Ritz-Carlton, Lake Tahoe
Friday, May 5 TRIO/SS Recognition Celebration, MPC Theater, 6:00-8:00pm
Thursday, May 11 EOPS Graduation Celebration, Hilton Garden Inn Monterey, 3:00-5:00pm
Friday, May 12 ARC Scholarship Reception, Sam Karas Room, 1:00-2:30pm
Tuesday, May 16 MPC Scholarship Awards Ceremony, MPC Theatre, 4:00-6:00pm
Friday, May 19 Employee Recognition Ceremony, MPC Amphitheater, 11:45am-1:30pm
Early Childhood Education Graduation Celebration, CDC, 6:30-8:00pm
Monday, May 22 Veterans' Memorial Day Event, Student Center, 11:00am-1:00pm
Wednesday, May 24 Veterans' Recognition Ceremony, Student Center, 3:00-5:00pm
Automotive Technology Graduation Banquet (invitation only), Tarp's Roadhouse, 5:00-8:00pm
Thursday, May 25 Latino Graduation Ceremony, LF-103 & Caroline Page Garden, 6:00-8:00pm
CDC's Carnival – End of Year BBQ, CDC, 6:00-8:00pm
Asian Student Association Graduation Celebration, Sakura Buffet in Salinas, 6:30pm
Friday, May 26 Float Day (Classified Appreciation Week), Family & Consumer Science, 2:30-4:30pm
Kente Ceremony, MU-101, 7:00-8:30pm
Saturday, May 27 Faculty Retirement Breakfast, 8:30am (location to be confirmed)
Commencement: 12:00pm, MPC Football Stadium
(Line-up at 11:30am in Amphitheater)
Nurse Pinning Ceremony, 3:00pm, Amphitheater
Holiday – Memorial Day
Monday, May 29 **Regular Board Meeting, Education Center at Marina**
Wednesday, May 31 **Closed Session: 11:00am, MA402**
Regular Meeting: 1:30pm, MA404

MPC Governing Board 2017 Calendar of Events

JUNE 2017

Thursday, June 1

Wednesday, June 28

Fire Academy Graduation, MPC Theater, 10:00am

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

JULY 2017

Tuesday, July 4

Wednesday, July 26

Holiday – Independence Day

Regular Board Meeting, Education Center at Marina

Closed Session: 11:00am, **MA403**

Regular Meeting: 1:30pm, **MA404**

AUGUST 2017

Friday, August 4

Thursday, August 17

Wednesday, August 23

MPC Booster Club Golf Tournament (tentative)

Fall Flex Day (time and location to be announced)

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Room to be determined

Regular Meeting: 1:30pm, Room to be determined

SEPTEMBER 2017

Wednesday, September 27

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

OCTOBER 2017

Wednesday, October 25

Regular Board Meeting, Public Safety Training Center, Seaside

Closed Session: 11:00am, Room to be determined

Regular Meeting: 1:30pm, Room to be determined

NOVEMBER 2017

Wednesday, November 29

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

DECEMBER 2017

Tuesday, December 19

Wednesday, December 20

Fire Academy Graduation, MPC Theater, 10:00am

Regular Board Organization Meeting and Swearing-in Ceremony, Monterey Peninsula College

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

Monterey Peninsula Community College District

Governing Board Agenda

March 22, 2017

Academic Affairs

New Business Agenda Item No. N

College Area

Proposal:

To develop a dual admissions program between Monterey Peninsula College and California State University, Monterey Bay (CSUMB) to establish pathways that will support students graduating from CSUMB with a Bachelor's degree.

Background:

Due to the continued increase in freshman applications, California State University, Monterey Bay has declared impaction for some majors beginning Fall 2017. First-time freshman applying to impacted majors from outside the CSUMB service area (Monterey, San Benito, and Santa Cruz counties) must meet higher eligibility index requirements for admission. To help meet the demand, MPC and CSUMB will enter into a partnership to jointly offer the necessary coursework to students pursuing 4-year degrees in Business Administration and Marine Science as well undeclared students.

The duration of the partnership agreement will be for five years and then subject to review by MPC and CSUMB.

Budgetary Implications:

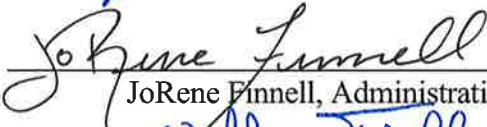
None

RESOLUTION: BE IT RESOLVED, that the Governing Board approves the Memorandum of Understanding between Monterey Peninsula College and California State University, Monterey Bay to develop a dual admissions program for degrees in Business Administration and Marine Science, beginning in Fall 2017.

Recommended By: _____


Jon Knolle, Dean of Instruction

Prepared By: _____


JoRene Finnell, Administrative Assistant IV

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY PENINSULA COLLEGE
&
CALIFORNIA STATE UNIVERSITY MONTEREY BAY**

The objective of this MOU is the development, in partnership with Monterey Peninsula College (MPC), of pathways that will support students graduating from California State University Monterey Bay (CSUMB) with a Bachelor's degree in Business Administration and Marine Science. This four year program will provide educational and career opportunities for students, while addressing a regional and national need for trained professionals in business and marine science. CSUMB and MPC will also develop a pathway for undeclared majors to take courses in the General Education Transfer Curriculum.

This dual admission program will start with identification and recruitment of students in high school, and will support selected students throughout four years in college, at both Monterey Peninsula College and California State University Monterey Bay, with scholarships, advising, tutoring, internships and project opportunities. Qualified students will be admitted to MPC and CSUMB provided they meet eligibility requirements. The program will be cohort-based, with a maximum of 40 students in each cohort. The current target is to have the first cohort of students begin courses at MPC in Fall 2017, with a new cohort starting each subsequent fall.

To actualize this program, Monterey Peninsula College (MPC) and California State University Monterey Bay (CSUMB) do hereby enter into this agreement with one another. The provisions of the agreement are the following:

Monterey Peninsula College and California State University Monterey Bay agree to jointly develop and offer the necessary academic coursework, leading to a 4 year BS degree in Business Administration and Marine Science. Cohorts will begin coursework at MPC & CSUMB, and finish and graduate in four years with a degree in above mentioned majors.

To this end, the parties agree to the following:

1. This agreement applies to students who are seeking to complete a Bachelor of Science in Business Administration and Marine Science at CSUMB in four years, and are willing to follow the prescribed pathway through the degree program.
2. This agreement applies to students who participate in a pathway program for undeclared majors. The student will be required to declare a major after the first year in the cohort.

3. Program representatives from Monterey Peninsula College and California State University Monterey Bay will recruit and enroll the students for this program. The pilot program will begin in Fall 2017.
4. As a cohort, students will follow the prescribed pathway, as a cohort. Both institutions commit to offering the courses according to the pathway, and to guaranteeing seats for the entire cohort according to the pathway. These guaranteed courses include both major courses and general education courses at Monterey Peninsula College and CSU Monterey Bay. The prescribed pathway has been evaluated by CSUMB graduation evaluators and will be posted for both MPC and CSUMB students and advisors to follow.
5. To remain in the program, students must remain in good standing, with a cumulative GPA in major- related coursework of 2.0, and must complete all the prescribed both major and general education courses in step with the cohort. Any student falling below a GPA of 2.0 will be placed in a probationary status within the program for one semester, allowing time to remediate the GPA to 2.0 (for major related courses). Students not able to attain a GPA of 2.0 (for major related courses) will not be able to continue in the program, and will not be guaranteed a graduation date.
6. MPC & CSUMB will admit and enroll one cohort of Business Administration, Marine Science, and undeclared annually in the fall. CSUMB will guarantee that cohort whose students successfully complete the MPC component, as transfer- ready students.
7. The institutions will work together to coordinate institutional and collaborative efforts directed to achieving program goals. Such efforts include, but are not limited to, student recruitment, coordinating program events, scheduling academic support, and recording program data and observations. The institutional support will be funded by a resource sharing commitment between MPC and CSUMB.
8. While students are enrolled in this program, they will have access to live on campus at CSUMB. Their full time dual enrollment in this program will count as the full time student status for housing eligibility.
9. The progress of students will be assessed annually, and reported to the collaborating parties.
10. The duration of this agreement is for five years and then subject to review by the collaborating parties.

11. This MOU constitutes the entire agreement between the parties stated above. This MOU may be modified, altered, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties.

This MOU shall commence on March 15, 2017 or as designated and agreed upon by each institution.

California State University,
Monterey Bay

Monterey Peninsula College

Eduardo M. Ochoa, President

Walter T. Tribley, President

Date: _____, 2017

Date: _____, 2017