



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

**REGULAR MEETING
WEDNESDAY, MAY 23, 2018**

NEW BUSINESS

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No. A

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2017-2018 Monthly Financial Report for the period ending, April 30, 2018.

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 2017-2018 Monthly Financial Report for the period ending April 30, 2018, be accepted.

Recommended By:



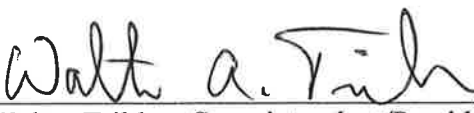
David J. Martin, Vice President of Administrative Services

Prepared By:



Rosemary Barrios, Controller

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

Monterey Peninsula College
Fiscal Year 2017-2018
Financial and Budgetary Report
April 30, 2018

Enclosed please find attached the Summary of All Funds Report for the month-ending April 30, 2018 for your review and approval.

Operating Fund net revenue through April 30, 2018 is \$47,860,069 which is 87.5% of the operating budget for this fiscal year. Expenditures year-to-date total \$42,404,167 and Encumbrances of \$2,585,829 which together is 82.1% of the operating budget for this fiscal year, for a net difference of \$2,870,073.

All Funds are showing a positive cash balance.

Unrestricted General Fund

- The April apportionment payment received was \$1,456,055.
- Property taxes received of \$5,742,704.
- Other local revenues received include: enrollment fees, non-resident fees, transcripts, and other local fees totaling: \$44,170.

Expenditures:

Self Insurance Fund

- Self Insurance Fund (SIF) expenses are at 81.1% of budgeted expenditures. We are ten months through the fiscal year and we are tracking close to budget. We will continue to track this budget closely.

Worker Compensation Fund

- Additional revenues are anticipated to be received into the Worker Compensation Fund.
- The expense budget may be adjusted down before the end of the fiscal year. The district at this time does not anticipate any large claim payments.

Other Post Employment Benefits Fund (OPEB)

- Revenue of ~\$19,500 is still anticipated to be received from the restricted general fund into the OPEB fund.

Fiduciary Funds

The Fiduciary Funds are tracking close to budget.

Cash Balance:

The total cash balance for all funds is \$31,603,508 including bond cash of \$8,848,033 and \$22,755,475 for all other funds. Operating funds cash is \$14,646,407. Cash balance in the General Fund is at \$13,195,205 for the month-ending April 30, 2018.

Monterey Peninsula Community College
Monthly Financial Report
April 30, 2018

Summary of All Funds

| Funds | Beginning Fund Balance | Revised Budgets 2017 - 2018 | | Ending Fund Balance | Year to Date Actual 2017 - 2018 | | % Actual to Budget | | Cash Balance | |
|---------------------------------|------------------------|-----------------------------|---------------------|---------------------|---------------------------------|---------------------|--------------------|--------------|--------------|---------------------|
| | 07/01/17 | Revenue | Expense | 6/30/2018 | Revenue | Expense | Encumbrances | Rev | Expense/Enc. | 4/30/2018 |
| General - Unrestricted | \$8,097,608 | \$40,370,953 | \$40,306,913 | \$8,161,648 | 37,329,802 | 33,370,057 | 1,775,653 | 92.5% | 87.2% | \$13,195,205 |
| General - Restricted | 0 | 12,461,314 | 12,461,314 | 0 | 9,185,930 | 7,913,310 | 704,982 | 73.7% | 69.2% | 0 |
| Child Dev - Unrestricted | 58,055 | 204,600 | 204,600 | 58,055 | 164,199 | 110,371 | 2,921 | 80.3% | 55.4% | 245,482 |
| Child Dev - Restricted | 0 | 835,255 | 835,255 | 0 | 522,951 | 390,355 | 58,964 | 62.6% | 53.8% | 0 |
| Student Center | 606,634 | 241,500 | 240,225 | 607,909 | 215,898 | 96,639 | 12,090 | 89.4% | 45.3% | 725,856 |
| Parking | 561,356 | 555,000 | 735,132 | 381,224 | 441,289 | 523,435 | 31,219 | 79.5% | 75.4% | 479,864 |
| Subtotal Operating Funds | \$9,323,653 | \$54,668,622 | \$54,783,439 | \$9,208,836 | \$47,860,069 | \$42,404,167 | \$2,585,829 | 87.5% | 82.1% | \$14,646,407 |
| Self Insurance | 2,547,905 | 7,786,867 | 7,385,138 | 2,949,634 | 7,479,158 | 5,976,550 | 10,687 | 96.0% | 81.1% | 4,730,439 |
| Worker Comp | 118,804 | 22,100 | 92,000 | 48,904 | 16,830 | 27,764 | 0 | 76.2% | 30.2% | 107,870 |
| Other Post Employment Bene | 532,556 | 112,014 | 530,860 | 113,710 | 83,198 | 530,860 | 0 | 74.3% | 100.0% | 84,893 |
| Capital Project | 75,839 | 646,530 | 639,190 | 83,179 | 890,171 | 177,899 | 12,090 | 137.7% | 29.7% | 890,811 |
| Building | 9,542,581 | 120,000 | 1,138,971 | 8,523,610 | 63,247 | 757,795 | 132,644 | 52.7% | 78.2% | 8,848,033 |
| Revenue Bond | 22,751 | 20,900 | 20,900 | 22,751 | 21,002 | 20,900 | 0 | 100.5% | 100.0% | 22,853 |
| Debt Service | 201,235 | 2,556 | 0 | 203,791 | 1,279 | 0 | 0 | 50.0% | 0.0% | 202,514 |
| Associated Student | 211,320 | 80,000 | 80,000 | 211,320 | 65,140 | 51,320 | 0 | 81.4% | 64.2% | 268,868 |
| Financial Aid | 19,146 | 6,200,000 | 6,200,000 | 19,146 | 5,054,091 | 5,054,091 | 0 | 81.5% | 81.5% | 385,685 |
| Scholarship & Loans | 68,307 | 3,500,000 | 3,500,000 | 68,307 | 3,091,688 | 2,973,581 | 0 | 88.3% | 85.0% | 399,155 |
| Trust Funds | 348,636 | 2,135,000 | 2,135,000 | 348,636 | 1,886,340 | 1,717,930 | 0 | 88.4% | 80.5% | 986,444 |
| Orr Estate | 30,333 | 25,000 | 20,000 | 35,333 | 23,001 | 23,799 | 0 | 92.0% | 119.0% | 29,536 |
| Total all Funds | \$23,043,066 | \$75,319,589 | \$76,525,498 | \$21,837,157 | \$66,535,214 | \$59,716,655 | \$2,741,250 | 88.3% | 78.0% | \$31,603,508 |

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.B

Fiscal Services
College Area

Proposal:

That the Governing Board reviews the attached County of Monterey Investment Report for the quarter ending March 31, 2018.

Background:

The majority of the funds are on deposit with the Monterey County Treasury pursuant to Ed Code. The County Treasurer provides a quarterly report to participating agencies detailing asset allocation and investment performance. The portfolio's net earned income yield for the period ending March 31, 2018, was 1.41%. Approximately 87.3% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities and other liquid funds. The remaining 12.7% is invested in corporate debt and is rated in the higher levels of investment grade.

Budgetary Implications:

None.

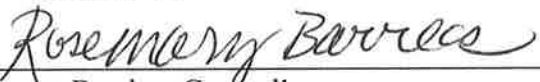
INFORMATION: County of Monterey Investment Report for the quarter ending March 31, 2018.

Recommended By:



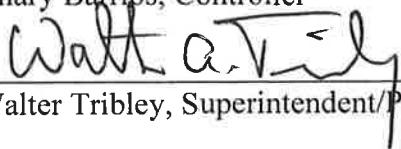
David J. Martin, Vice President of Administrative Services

Prepared By:



Rosemary Barrios, Controller

Agenda Approval:



Dr. Walter Tribley, Superintendent/President



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Salinas, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

Received and accepted the Treasurer's Report of Investments for the Quarter Ending March 31, 2018.

PASSED AND ADOPTED on this 24th day of April 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting April 24, 2018.

Dated: April 26, 2018
File ID: 18-426

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: 18-426

April 24, 2018

Introduced: 4/12/2018

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2018.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2018.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the January - March period, the investment portfolio position by investment type, a listing of historical Monterey County Treasury Pool yields versus benchmarks, and the investment portfolio by maturity range.

DISCUSSION:

During the January - March quarter interest rates continued their ascent over the quarter and the FED remained true to its stated course, raising short term rates by $\frac{1}{4}$ percent in March. Economic growth remained strong as the economy grew at an average of 2.6% on a quarterly basis (annualized), the fastest pace since 2014. Strong growth in consumer spending and business investment continues to fuel economic activity. Market volatility surged as investor's concerns focused on possible trade wars, tax cuts, an expansionary fiscal budget, and stretched valuations. The U.S. labor market growth eased in March but remains sound. The unemployment rate continued to hold steady at 4.1% for the sixth straight month, and the labor force participation rate increased slightly from 62.7% to 62.9%. The tight labor market is slowly pushing up worker pay and average hourly earnings - a key measure of wage growth - rose 2.7% over the past 12 months.

On March 31, 2018, the Monterey County investment portfolio contained an amortized book value of \$1,514,749,012 spread among 119 separate securities and funds. The par value of those funds was \$1,516,664,507 with a market value of \$1,509,587,100 or 99.7% of amortized book value. The portfolio's net earned income yield for the period was 1.41%. The portfolio produced an estimated quarterly income of \$5,262,244 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 233 days. The County Treasury performed comparatively with most of the portfolio benchmarks due to a consistent investment strategy that uses short term debt to provide liquidity and enhanced investment

opportunities while also taking advantage of higher rates in the one to three-year investment range.

The investment portfolio is in compliance with all applicable provisions of state law and the adopted Investment Policy, and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

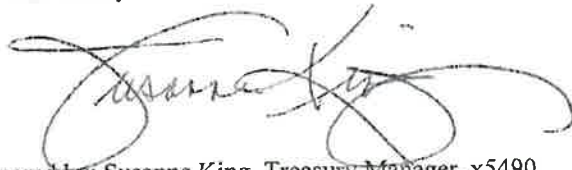
FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. We estimate that investment earnings in the General Fund will exceed budgeted revenue.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety



Prepared by: Susanne King, Treasury Manager, x5490



Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5474

All attachments are on file with the Clerk of the Board:

Exhibit A - Investment Portfolio Review 03.31.18

Exhibit B - Portfolio Management Report 03.31.18

Exhibit C - Monterey County Historical Yields vs. Benchmarks 03.31.18

Exhibit D - Aging Report 04.01.18

cc:

Auditor-Controller - Internal Audit Section

All depositors

Treasury Oversight Committee

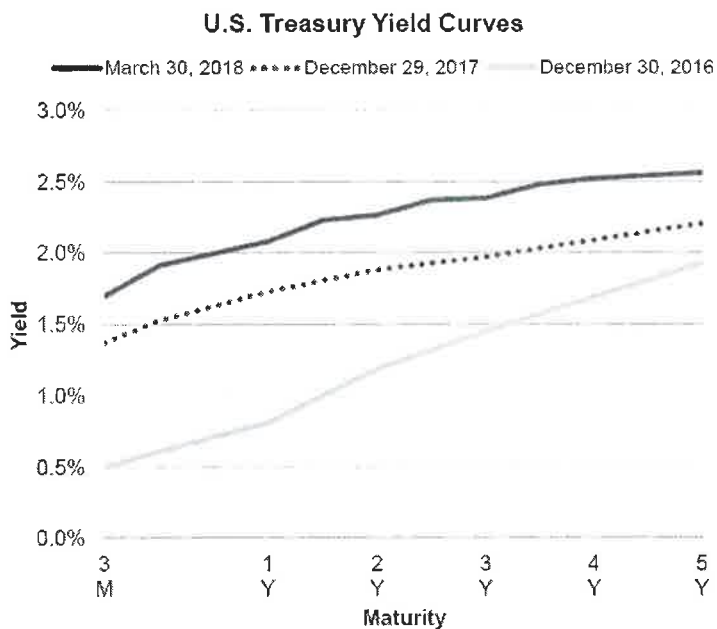
Exhibit A Investment Portfolio Review Quarter Ending March 31, 2018

OVERVIEW January 1, 2018 – March 31, 2018

During the January - March quarter interest rates continued their ascent over the quarter and the FED remained true to its stated course, raising short term rates by ¼ percent in March. Economic growth remained strong as the economy grew at an average of 2.6% on a quarterly basis (annualized), the fastest pace since 2014. Strong growth in consumer spending and business investment continues to fuel economic activity. Market volatility surged as investor's concerns focused on possible trade wars, tax cuts, an expansionary fiscal budget, and stretched valuations. The U.S. labor market growth eased in March but remains sound. The unemployment rate continued to hold steady at 4.1% for the sixth straight month, and the labor force participation rate increased slightly from 62.7% to 62.9%. The tight labor market is slowly pushing up worker pay and average hourly earnings – a key measure of wage growth – rose 2.7% over the past 12 months.

U.S. TREASURY YIELD CURVE

- Rates moved higher across the yield curve on a long list of positive economic data including an upward revision to the fourth quarter GDP, strong job growth, consumer confidence at a 14 year high, and manufacturing at a 3-year high.

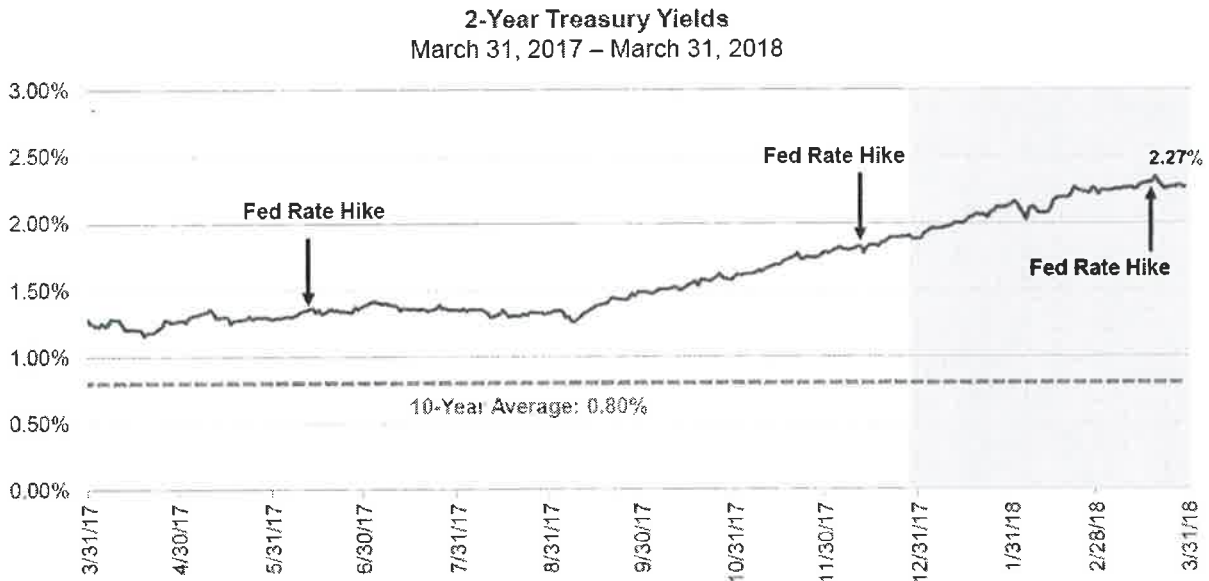


Source: Bloomberg, as of 3/31/18.

| | Year-End 12/29/17 | Current 3/31/18 | QoQ Change |
|---------|----------------------|--------------------|---------------|
| 3 month | 1.38% | 1.70% | +0.32% |
| 6 month | 1.53% | 1.91% | +0.38% |
| 1 year | 1.73% | 2.08% | +0.35% |
| 2 year | 1.88% | 2.27% | +0.39% |
| 3 year | 1.97% | 2.38% | +0.41% |
| 5 year | 2.21% | 2.56% | +0.35% |
| 10 year | 2.41% | 2.74% | +0.33% |

- Interest rates continued their ascent over the quarter and the FED remained true to its stated course, raising short term rates by ¼ percent in March.

Interest Rate Update



Source: Bloomberg, as of 3/31/18

The County Treasury continues to perform comparatively to portfolio benchmarks this quarter. Our investment strategy positions short term debt to provide liquidity and continues to take advantage of available higher yields on U.S. Treasuries, commercial paper, notes and negotiable CDs as well as maintaining Federal Agencies with attractive rates. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included U.S. Treasuries and Corporate Notes. The Treasurer continues to keep a higher level of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 119 separate fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the table below:

| Portfolio Asset Composition | | | | | |
|-----------------------------|----------------|-------------------------|---------------|------------------|------------------|
| Corporate Notes | Negotiable CDs | Overnight Liquid Assets | US Treasuries | Federal Agencies | Commercial Paper |
| 12.7% | 3.9% | 25.6% | 25.4% | 22.3% | 10.1% |

• Total may not equal 100% due to rounding

3. Credit Risk – Approximately 87.3% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, negotiable CDs and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. All corporate debt (12.7%) is rated in the higher levels of investment grade and all Federal Agency securities have AA ratings, or are guaranteed by the U.S. Treasury. The credit quality of the Treasurer’s portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

| Portfolio Credit Composition | | | | | | | | | | | | |
|------------------------------|------------------|-----|----|-----|----|----|----|----------------------|---------------------|---|-----------------------|-----------------------------|
| AAA | AAA _m | AA+ | AA | AA- | A+ | A | A- | A-1+ (Short Term) | A-1 (Short Term) | Aa _f /S _t + (CalTRUST) | BBB+ (split rated) | Not Rated (LAIF/ MMF) |
| 1% | 12% | 49% | 1% | 3% | 4% | 2% | 2% | 3% | 9% | 9% | 1% | 4% |

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was managed during the January-March quarter. The portfolio’s average weighted maturity was 233 days, and the Treasurer maintained \$95.3M in overnight investments to provide immediate liquidity. In addition, the Treasurer maintained \$994M in securities with maturities under a year to provide enhanced liquidity.

PORTFOLIO CHARACTERISTICS

| | <u>December 31, 2017</u> | <u>March 31, 2018</u> |
|--------------------|--------------------------|-----------------------|
| Total Assets | \$1,558,052,557.25 | \$1,516,664,506.96 |
| Market Value | \$1,551,822,253.16 | \$1,509,587,099.98 |
| Days to Maturity | 261 | 233 |
| Yield | 1.27% | 1.41% |
| Estimated Earnings | \$4,456,424.41 | \$5,262,243.84 |

FUTURE STRATEGY

The Treasurer has 99.34% of the portfolio invested in the 1-3-year maturity range and 71.84% invested in maturities under one year to take advantage of the higher yields offered in those parts of the yield curve and to be able to react quickly to opportunities in current market. We will continue to manage the portfolio under the established tenets of safety and liquidity while seeking to maximize the rate of return.

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--|--------------|--------------------------------|-----------------------|---------------|-----------------------|-----------------------|----------------|-------------|---------|------|--------------|---------------|
| Money Market Accts - GC 53601(k)(2) | | | | | | | | | | | | |
| | 11672 | BlackRock | | | 0.00 | 0.00 | 0.00 | 0.337 | | | 0.337 | |
| | 12159 | DREYFUS AMT FREE TAX EXEMPT MM | | 08/18/2017 | 7,029,713.37 | 7,029,713.37 | 7,029,713.37 | 1.008 | | | 1.008 | |
| | 11830 | Federated | | 07/01/2017 | 0.00 | 0.00 | 0.00 | 0.101 | Aaa | AAA | 0.101 | |
| | 11578 | Fidelity Investments | | | 85,100,000.00 | 85,100,000.00 | 85,100,000.00 | 1.520 | Aaa | AAA | 1.520 | |
| | | Subtotal and Average | 41,797,825.13 | | 92,129,713.37 | 92,129,713.37 | | | | | 1.481 | |
| State Pool - GC 16429.1 | | | | | | | | | | | | |
| | 11361 | LAFI | | | 65,000,000.00 | 65,000,000.00 | 65,000,000.00 | 1.205 | | | 1.205 | |
| | | Subtotal and Average | 65,000,000.00 | | 65,000,000.00 | 65,000,000.00 | | | | | 1.205 | |
| CALTRUST/CAMP - GC 53601(p) | | | | | | | | | | | | |
| | 11801 | CalTrust | | | 133,800,000.00 | 133,800,000.00 | 133,800,000.00 | 1.593 | Aaa | AAA | 1.593 | |
| | 11802 | CalTrust | | | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 1.415 | Aaa | AAA | 1.415 | |
| | 10379 | Calif. Asset Mgmt | | | 94,000,000.00 | 94,000,000.00 | 94,000,000.00 | 1.620 | Aaa | AAA | 1.620 | |
| | 11961 | Calif. Asset Mgmt | | 07/01/2017 | 0.00 | 0.00 | 0.00 | 0.658 | | | 0.658 | |
| | | Subtotal and Average | 258,837,777.78 | | 228,800,000.00 | 228,800,000.00 | | | | | 1.603 | |
| SWEEP ACCOUNT-MORG STNLY | | | | | | | | | | | | |
| | 12041 | Morgan Stanley | | | 1.00 | 1.00 | 1.00 | 0.731 | | | 0.731 | |
| | | Subtotal and Average | 1.00 | | 1.00 | 1.00 | | | | | 0.731 | |
| SWEEP ACCOUNT - CUSTOM | | | | | | | | | | | | |
| | 12138 | Morgan Stanley | | 07/01/2017 | 228,792.59 | 228,792.59 | 228,792.59 | 1.431 | | | 1.431 | |
| | | Subtotal and Average | 166,952.88 | | 228,792.59 | 228,792.59 | | | | | 1.431 | |
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| | 12088 | American Express Credit | | 06/27/2016 | 10,000,000.00 | 10,020,900.00 | 10,078,523.23 | 2.250 | A2 | A- | 1.660 | 08/15/2019 |
| | 12156 | American Express Credit | | 08/21/2017 | 250,000.00 | 249,805.00 | 249,805.00 | 2.500 | A3 | BBB+ | 2.519 | 08/01/2022 |
| | 12066 | Apple Inc Corp Notes | | 02/23/2016 | 6,000,000.00 | 5,985,900.00 | 5,999,696.55 | 1.700 | Aa1 | AA+ | 1.706 | 02/22/2019 |
| | 12129 | Apple Inc Corp Notes | | 04/07/2017 | 10,000,000.00 | 10,023,000.00 | 10,061,544.06 | 2.100 | Aa1 | AA+ | 1.528 | 05/06/2019 |
| | 12151 | Apple Inc Corp Notes | | 08/17/2017 | 250,000.00 | 251,192.08 | 251,192.08 | 2.300 | Aa1 | AA+ | 2.177 | 05/11/2022 |
| | 12187 | Apple Inc Corp Notes | | 03/14/2018 | 5,000,000.00 | 4,949,330.05 | 4,949,330.05 | 1.800 | Aa1 | | 2.443 | 11/13/2019 |
| | 12153 | BB&T Corporation | | 08/21/2017 | 250,000.00 | 249,617.67 | 249,617.67 | 2.050 | A2 | A- | 2.101 | 05/10/2021 |
| | 12126 | Bank of New York Mellon Corp | | 03/17/2017 | 10,000,000.00 | 9,985,700.00 | 10,007,301.70 | 2.150 | A1 | A | 2.110 | 02/24/2020 |

Portfolio INVT
AP
PM (PRF_PM2) 7.3.0

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--|--------------|----------------------------|-----------------|---------------|---------------|---------------|---------------|-------------|---------|------|-------|---------------|
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 097014ALB | 12186 | BOEING Capital Securities | | 03/14/2018 | 7,500,000.00 | 7,756,229.07 | 7,756,229.07 | 4.700 | A2 | A | 2.468 | 10/27/2019 |
| 084670BK5 | 12098 | Berkshire Hathaway Finance | | 08/15/2016 | 2,415,000.00 | 2,409,034.95 | 2,414,946.06 | 1.150 | Aa2 | AA | 1.156 | 08/15/2018 |
| 084664BT7 | 12182 | Berkshire Hathaway Finance | | 03/12/2018 | 250,000.00 | 250,503.55 | 250,503.55 | 3.000 | Aa2 | AA | 2.947 | 05/15/2022 |
| 1491302E8 | 12183 | CATERPILLAR FINL SERV | | 03/12/2018 | 250,000.00 | 243,765.59 | 243,765.59 | 2.550 | A3 | A | 3.129 | 11/29/2022 |
| 166794AE0 | 12049 | Chevron Corp. Global | | 11/25/2015 | 8,175,000.00 | 8,175,000.00 | 8,178,666.52 | 1.718 | Aa1 | AA | 1.519 | 06/24/2018 |
| 17275RBD3 | 12104 | Cisco Systems Inc Corp | | 09/20/2016 | 9,000,000.00 | 8,906,130.00 | 8,995,106.75 | 1.400 | A1 | AA- | 1.438 | 09/20/2019 |
| 172967KS9 | 12150 | Cisco Systems Inc Corp | | 08/17/2017 | 250,000.00 | 251,775.20 | 251,775.20 | 2.200 | A1 | AA- | 1.946 | 02/28/2021 |
| 191216BV1 | 12085 | Citibank | | 06/09/2016 | 3,840,000.00 | 3,828,864.00 | 3,839,210.91 | 2.050 | Baa1 | A- | 2.068 | 06/07/2019 |
| 25468PDH6 | 12064 | Coca-Cola Co | | 04/07/2017 | 4,431,000.00 | 4,393,868.22 | 4,422,497.64 | 1.375 | Aa3 | AA- | 1.543 | 05/30/2019 |
| 38141GVT8 | 12074 | The Walt Disney Copr | | 01/08/2016 | 2,710,000.00 | 2,701,951.30 | 2,709,068.61 | 1.650 | A2 | A | 1.696 | 01/08/2019 |
| 38141GVT8 | 12075 | Goldman Sachs | | 04/25/2016 | 1,415,000.00 | 1,410,740.85 | 1,413,601.35 | 2.000 | A3 | BBB+ | 2.096 | 04/25/2019 |
| 02665WBA8 | 12068 | Goldman Sachs | | 04/26/2016 | 7,210,000.00 | 7,188,297.90 | 7,208,357.80 | 2.000 | A3 | BBB+ | 2.022 | 04/25/2019 |
| 02665WBE0 | 12091 | American Honda Finance | | 02/23/2016 | 3,780,000.00 | 3,764,464.20 | 3,779,775.09 | 1.700 | A1 | A+ | 1.707 | 02/22/2019 |
| 459200JE2 | 12067 | IBM Corp Notes | | 07/12/2016 | 2,500,000.00 | 2,465,425.00 | 2,498,932.87 | 1.200 | A1 | A+ | 1.234 | 07/12/2019 |
| 44932HAH6 | 12181 | IBM Corp Notes | | 02/19/2016 | 20,000,000.00 | 19,948,000.00 | 19,997,149.66 | 1.800 | A1 | A+ | 1.812 | 05/17/2019 |
| 458140AZ3 | 12136 | INTEL CORP | | 03/12/2018 | 250,000.00 | 247,568.97 | 247,568.97 | 3.000 | A1 | A+ | 3.218 | 02/06/2023 |
| 458140AZ3 | 12155 | INTEL CORP | | 05/15/2017 | 10,000,000.00 | 9,954,100.00 | 10,012,289.96 | 1.850 | A1 | A+ | 1.790 | 05/11/2020 |
| 24422ETE9 | 12063 | John Deere Capital Corp | | 08/21/2017 | 250,000.00 | 248,852.50 | 250,259.80 | 1.850 | A1 | A+ | 1.799 | 05/11/2020 |
| 46625HHU7 | 12180 | John Deere Capital Corp | | 01/08/2016 | 8,300,000.00 | 8,292,945.00 | 8,299,872.27 | 1.950 | A2 | A | 1.952 | 01/08/2019 |
| 58933YAS4 | 12164 | JP Morgan Chase | | 03/12/2018 | 250,000.00 | 244,419.33 | 244,419.33 | 2.700 | A2 | A | 3.209 | 01/06/2023 |
| 594918BN3 | 12081 | JP Morgan Chase | | 05/26/2016 | 10,000,000.00 | 9,963,400.00 | 10,005,700.30 | 1.850 | A3 | A | 1.789 | 03/22/2019 |
| 594918BN3 | 12157 | MERCK & CO INC | | 08/21/2017 | 250,000.00 | 262,950.35 | 262,950.35 | 4.250 | A3 | A- | 2.129 | 10/15/2020 |
| 594918BG8 | 12149 | MERCK & CO INC | | 08/22/2017 | 250,000.00 | 250,834.37 | 250,834.37 | 1.850 | A1 | AA | 1.666 | 02/10/2020 |
| 68389XBB0 | 12148 | MICROSOFT CORP | | 08/08/2016 | 6,500,000.00 | 6,413,095.00 | 6,496,981.05 | 1.100 | Aaa | AAA | 1.135 | 08/08/2019 |
| 68389XAX3 | 12185 | MICROSOFT CORP | | 04/07/2017 | 6,000,000.00 | 5,919,780.00 | 5,962,823.54 | 1.100 | Aaa | AAA | 1.568 | 08/08/2019 |
| 742718EN5 | 12154 | Oracle Corp | | 08/17/2017 | 250,000.00 | 251,691.06 | 251,691.06 | 2.000 | Aaa | AAA | 1.730 | 11/03/2020 |
| 713448DE5 | 12070 | Procter & Gamble Co | | 08/17/2017 | 250,000.00 | 252,556.60 | 252,556.60 | 2.500 | A1 | AA- | 2.471 | 05/15/2022 |
| 717081DU4 | 12083 | Pepsico Inc Corp Note | | 03/14/2018 | 5,000,000.00 | 4,978,711.61 | 4,978,711.61 | 2.250 | A1 | AA- | 2.537 | 10/08/2019 |
| 857477AS2 | 12158 | PFIZER INC | | 08/21/2017 | 250,000.00 | 249,623.60 | 249,623.60 | 1.850 | Aa3 | AA- | 1.905 | 02/02/2021 |
| 89236TBP9 | 12121 | State Street Corp | | 02/24/2016 | 3,850,000.00 | 3,832,405.50 | 3,849,667.54 | 1.500 | A1 | A | 1.510 | 02/22/2019 |
| 89236TCQ6 | 12165 | State Street Corp | | 06/03/2016 | 10,000,000.00 | 9,921,100.00 | 9,995,545.56 | 1.450 | A1 | AA | 1.489 | 06/03/2019 |
| 911312BP0 | 12170 | Toyota Motor Corporation | | 08/21/2017 | 250,000.00 | 253,895.09 | 253,895.09 | 2.550 | A1 | A | 1.874 | 08/18/2020 |
| | | Toyota Motor Corporation | | 01/12/2017 | 5,000,000.00 | 5,000,150.00 | 5,013,917.22 | 2.125 | Aa3 | AA- | 1.904 | 07/18/2019 |
| | | UNITED PARCEL SERVICE | | 08/22/2017 | 250,000.00 | 255,739.81 | 255,739.81 | 2.800 | Aa3 | AA- | 2.231 | 07/13/2022 |
| | | | | 11/14/2017 | 200,000.00 | 199,719.57 | 199,719.57 | 2.050 | A1 | | 2.099 | 04/01/2021 |

Portfolio INV
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Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--|--------------|-------------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|------|--------------|---------------|
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 91159HHA1 | 12152 | US BANCORP | | 08/17/2017 | 250,000.00 | 265,437.52 | 265,437.52 | 4.125 | A1 | A+ | 2.215 | 08/24/2021 |
| 94974BFU9 | 12089 | Wells Fargo & Company | | 06/27/2016 | 10,000,000.00 | 9,998,400.00 | 10,066,252.71 | 2.125 | A2 | A | 1.483 | 04/22/2019 |
| | | Subtotal and Average | 181,470,225.35 | | 193,076,000.00 | 192,666,870.51 | 193,473,054.84 | | | | 1.769 | |
| Negotiable CDs - GC 53601(f) | | | | | | | | | | | | |
| 06539RGM3 | 12166 | Bank of Tokyo-MITS | | 09/27/2017 | 250,000.00 | 250,000.00 | 250,000.00 | 2.070 | P-1 | A-1 | 2.099 | 09/25/2019 |
| 06417GUE6 | 12127 | Bank of Nova Scotia Hous | | 04/06/2017 | 10,000,000.00 | 9,963,800.00 | 10,000,000.00 | 1.910 | | | 1.910 | 04/05/2019 |
| 65558LWA6 | 12109 | Nordea Bank Finland NY | | 12/05/2016 | 17,500,000.00 | 17,510,850.00 | 17,500,000.00 | 1.760 | Aa3 | AA- | 1.760 | 11/30/2018 |
| 83050FTX3 | 12141 | Skandinaviska Enskilda Banken | | 08/04/2017 | 14,000,000.00 | 13,938,540.00 | 13,996,340.00 | 1.840 | P-1 | A-1 | 1.860 | 08/02/2019 |
| 87019U6D6 | 12172 | Swedbank | | 11/17/2017 | 18,000,000.00 | 17,902,800.00 | 18,000,000.00 | 2.270 | | | 2.270 | 11/16/2020 |
| | | Subtotal and Average | 74,146,006.25 | | 59,750,000.00 | 59,565,990.00 | 59,746,340.00 | | | | 1.963 | |
| Commercial Paper Disc.- GC 53601(h) | | | | | | | | | | | | |
| 06538CJE2 | 12178 | Bank of Tokyo-MITS | | 02/28/2018 | 25,000,000.00 | 24,742,930.56 | 24,742,930.56 | 2.230 | P-1 | A-1 | 2.304 | 09/14/2018 |
| 09659CGA0 | 12167 | BNP Paribas NY | | 11/01/2017 | 25,000,000.00 | 24,757,250.00 | 24,888,888.89 | 1.600 | P-1 | A-1 | 1.632 | 07/10/2018 |
| 22533UJE4 | 12177 | Credit Agricole CIB NY | | 02/28/2018 | 25,000,000.00 | 24,748,694.44 | 24,748,694.44 | 2.180 | P-1 | A-1 | 2.252 | 09/14/2018 |
| 4497W1H90 | 12171 | ING | | 11/17/2017 | 24,000,000.00 | 23,721,120.00 | 23,853,533.33 | 1.690 | P-1 | A-1 | 1.726 | 08/09/2018 |
| 46640QGH8 | 12168 | J P Morgan Securities Inc | | 11/01/2017 | 30,000,000.00 | 29,697,900.00 | 29,854,658.33 | | P-1 | A-1 | 1.664 | 07/17/2018 |
| 89233HG57 | 12169 | Toyota Motor Corporation | | 11/01/2017 | 25,000,000.00 | 24,763,500.00 | 24,895,104.17 | | P-1 | A-1+ | 1.621 | 07/05/2018 |
| | | Subtotal and Average | 125,925,875.84 | | 154,000,000.00 | 152,431,395.00 | 152,983,809.72 | | | | 1.860 | |
| Fed Agcy Coupon Sec - GC 53601(f) | | | | | | | | | | | | |
| 3133EEMA5 | 12011 | Federal Farm Credit Bank | | 01/30/2015 | 10,000,000.00 | 9,901,800.00 | 10,003,340.45 | 1.500 | Aaa | AA | 1.480 | 12/30/2019 |
| 313383A68 | 11928 | Federal Home Loan Bank | | 06/13/2013 | 10,000,000.00 | 9,972,900.00 | 10,000,000.00 | 1.080 | Aaa | AA | 1.080 | 06/13/2018 |
| 3130A8BD4 | 12082 | Federal Home Loan Bank | | 05/27/2016 | 32,000,000.00 | 31,881,600.00 | 31,990,975.32 | 0.875 | Aaa | AA+ | 0.992 | 06/29/2018 |
| 3130A8DB6 | 12084 | Federal Home Loan Bank | | 06/03/2016 | 16,935,000.00 | 16,753,118.10 | 16,932,149.74 | 1.125 | Aaa | AA+ | 1.139 | 06/21/2019 |
| 3130A8DB6 | 12090 | Federal Home Loan Bank | | 07/12/2016 | 26,000,000.00 | 25,720,760.00 | 26,102,841.17 | 1.125 | Aaa | AA+ | 0.797 | 06/21/2019 |
| 3130A8PK3 | 12097 | Federal Home Loan Bank | | 08/15/2016 | 18,000,000.00 | 17,888,760.00 | 17,985,793.15 | 0.625 | Aaa | AA+ | 0.853 | 08/07/2018 |
| 3130A8BD4 | 12099 | Federal Home Loan Bank | | 08/15/2016 | 15,250,000.00 | 15,193,575.00 | 15,250,439.23 | 0.875 | Aaa | AA+ | 0.863 | 06/29/2018 |
| 3130A9AE1 | 12101 | Federal Home Loan Bank | | 08/29/2016 | 17,500,000.00 | 17,383,625.00 | 17,497,039.38 | 0.875 | Aaa | AA+ | 0.909 | 10/01/2018 |
| 3130AAXX1 | 12125 | Federal Home Loan Bank | | 03/17/2017 | 10,000,000.00 | 9,942,200.00 | 9,992,107.07 | 1.375 | Aaa | AA+ | 1.458 | 03/18/2019 |
| 313383HU8 | 12144 | Federal Home Loan Bank | | 08/16/2017 | 1,200,000.00 | 1,205,446.69 | 1,205,446.69 | 1.750 | Aaa | AA+ | 1.538 | 06/12/2020 |
| 3137EADZ9 | 12100 | Federal Home Loan Mtg Corp | | 08/29/2016 | 17,500,000.00 | 17,339,875.00 | 17,530,234.30 | 1.125 | Aaa | AA+ | 0.956 | 04/15/2019 |
| 3137EAEED7 | 12103 | Federal Home Loan Mtg Corp | | 09/16/2016 | 10,150,000.00 | 10,079,762.00 | 10,148,862.55 | 0.875 | Aaa | AA+ | 0.896 | 10/12/2018 |
| 3137EAE1 | 12114 | Federal Home Loan Mtg Corp | | 12/19/2016 | 20,000,000.00 | 19,687,200.00 | 19,825,783.23 | 0.875 | Aaa | AA+ | 1.561 | 07/19/2019 |

Portfolio INVT
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Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--|--------------|----------------------------|-----------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|-----|--------------|---------------|
| Fed Agency Coupon Sec - GC 53601(f) | | | | | | | | | | | | |
| 3137EAE5 | 12139 | Federal Home Loan Mtg Corp | | 08/07/2017 | 1,200,000.00 | 1,200,184.99 | 1,200,000.00 | 1.500 | Aaa | AA+ | 1.491 | 01/17/2020 |
| 3135GDXA6 | 11924 | Federal National Mtg Assn | | 05/21/2013 | 10,000,000.00 | 9,979,700.00 | 10,000,000.00 | 1.030 | Aaa | AA | 1.030 | 05/21/2018 |
| 3135GDXK4 | 11927 | Federal National Mtg Assn | | 05/30/2013 | 10,000,000.00 | 9,979,600.00 | 10,000,000.00 | 1.050 | Aaa | AA | 1.050 | 05/25/2018 |
| 3135GOWJ8 | 11929 | Federal National Mtg Assn | | 05/28/2013 | 10,000,000.00 | 9,973,800.00 | 9,997,704.96 | 0.875 | Aaa | AA | 1.045 | 05/21/2018 |
| 3136FTS67 | 12013 | Federal National Mtg Assn | | 02/03/2015 | 10,000,000.00 | 9,984,300.00 | 10,047,875.68 | 1.700 | Aaa | AA | 1.157 | 02/27/2019 |
| 3135GQYM9 | 12033 | Federal National Mtg Assn | | 04/23/2015 | 10,000,000.00 | 10,008,700.00 | 10,037,030.38 | 1.875 | Aaa | AA+ | 1.060 | 09/18/2018 |
| 3135GQJ53 | 12069 | Federal National Mtg Assn | | 02/23/2016 | 21,150,000.00 | 20,950,132.50 | 21,135,021.19 | 1.000 | Aaa | AA+ | 1.080 | 02/26/2019 |
| 3135GON33 | 12094 | Federal National Mtg Assn | | 08/08/2016 | 18,675,000.00 | 18,375,639.75 | 18,655,512.45 | 0.875 | Aaa | AA+ | 0.954 | 08/02/2019 |
| 3135GQJ53 | 12096 | Federal National Mtg Assn | | 08/09/2016 | 7,900,000.00 | 7,825,345.00 | 7,906,803.74 | 1.000 | Aaa | AA+ | 0.903 | 02/26/2019 |
| 3135GQJ29 | 12123 | Federal National Mtg Assn | | 02/28/2017 | 12,600,000.00 | 12,469,212.00 | 12,594,870.40 | 1.500 | Aaa | AA+ | 1.522 | 02/28/2020 |
| 3135GQZ44 | 12134 | Federal National Mtg Assn | | 04/07/2017 | 20,000,000.00 | 20,005,200.00 | 20,100,321.43 | 1.875 | Aaa | AA | 1.298 | 02/19/2019 |
| 3135GQJ60 | 12140 | Federal National Mtg Assn | | 08/07/2017 | 1,200,000.00 | 1,197,926.35 | 1,197,926.35 | 1.500 | Aaa | AA+ | 1.576 | 07/30/2020 |
| 3135GQJ29 | 12142 | Federal National Mtg Assn | | 08/16/2017 | 1,200,000.00 | 1,187,544.00 | 1,200,334.46 | 1.500 | Aaa | AA+ | 1.485 | 02/28/2020 |
| Subtotal and Average | | | | | 338,460,000.00 | 336,087,906.38 | 338,538,618.31 | | | | 1.084 | |

US Treasury Note-GC 53601(b)

| | | | | | | | | | | | | |
|-----------|--------|---------------|--|------------|---------------|---------------|---------------|-------|-----|-----|-------|------------|
| 912828A34 | 12042B | U.S. Treasury | | 11/10/2015 | 5,290,000.00 | 5,264,184.80 | 5,290,000.00 | 1.250 | Aaa | AA | 1.250 | 11/30/2018 |
| 912828VE7 | 12045 | U.S. Treasury | | 11/16/2015 | 17,000,000.00 | 16,965,490.00 | 16,998,194.78 | 1.000 | Aaa | AA+ | 1.066 | 05/31/2018 |
| 912828A34 | 12052 | U.S. Treasury | | 11/25/2015 | 10,000,000.00 | 9,951,200.00 | 10,000,517.29 | 1.250 | Aaa | AA | 1.242 | 11/30/2018 |
| 912828WD8 | 12056 | U.S. Treasury | | 12/22/2015 | 40,000,000.00 | 39,840,800.00 | 40,003,187.86 | 1.250 | Aaa | AA+ | 1.236 | 10/31/2018 |
| 912828VE7 | 12062 | U.S. Treasury | | 12/22/2015 | 20,000,000.00 | 19,959,400.00 | 19,994,633.84 | 1.000 | Aaa | AA+ | 1.166 | 05/31/2018 |
| 912828S68 | 12113 | U.S. Treasury | | 12/19/2016 | 20,000,000.00 | 19,901,600.00 | 19,970,469.02 | 0.750 | Aaa | AA+ | 1.200 | 07/31/2018 |
| 912828RE2 | 12115 | U.S. Treasury | | 12/19/2016 | 20,000,000.00 | 19,975,000.00 | 20,023,366.94 | 1.500 | Aaa | AA | 1.215 | 08/31/2018 |
| 912828H52 | 12116A | U.S. Treasury | | 12/21/2016 | 12,400,000.00 | 12,235,824.00 | 12,323,438.05 | 1.250 | Aaa | AA | 1.596 | 01/31/2020 |
| 912828T42 | 12117 | U.S. Treasury | | 12/21/2016 | 25,000,000.00 | 24,822,250.00 | 24,942,949.46 | 0.750 | Aaa | AA | 1.214 | 09/30/2018 |
| 912828SD3 | 12119 | U.S. Treasury | | 12/21/2016 | 25,000,000.00 | 24,843,750.00 | 24,989,955.72 | 1.250 | Aaa | AA | 1.299 | 01/31/2019 |
| 912828N63 | 12122 | U.S. Treasury | | 01/24/2017 | 20,000,000.00 | 19,854,600.00 | 19,993,737.00 | 1.125 | Aaa | AA | 1.165 | 01/15/2019 |
| 912828UZ1 | 12135 | U.S. Treasury | | 04/28/2017 | 50,080,000.00 | 49,950,793.60 | 50,061,141.11 | 0.625 | Aaa | AA | 1.103 | 04/30/2018 |
| 912828XV7 | 12143 | U.S. Treasury | | 08/16/2017 | 2,500,000.00 | 2,498,503.70 | 2,498,503.70 | 1.250 | Aaa | AA | 1.299 | 06/30/2019 |
| 912828N63 | 12145 | U.S. Treasury | | 08/16/2017 | 2,500,000.00 | 2,481,825.00 | 2,497,106.77 | 1.125 | Aaa | AA | 1.273 | 01/15/2019 |
| 912828K5 | 12147 | U.S. Treasury | | 08/16/2017 | 1,200,000.00 | 1,201,212.45 | 1,201,212.45 | 1.375 | Aaa | AA | 1.298 | 07/31/2019 |
| 912828H66 | 12160 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,983,921.76 | 1,983,921.76 | 1.500 | Aaa | AA | 1.719 | 01/31/2022 |
| 912828T67 | 12161 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,970,019.85 | 1,970,019.85 | 1.250 | Aaa | AA | 1.685 | 10/31/2021 |
| 912828Q78 | 12162 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,986,143.08 | 1,986,143.08 | 1.375 | Aaa | AA | 1.607 | 04/30/2021 |
| 912828L99 | 12163 | U.S. Treasury | | 08/18/2017 | 2,000,000.00 | 1,992,877.14 | 1,992,877.14 | 1.375 | Aaa | AA | 1.517 | 10/31/2020 |

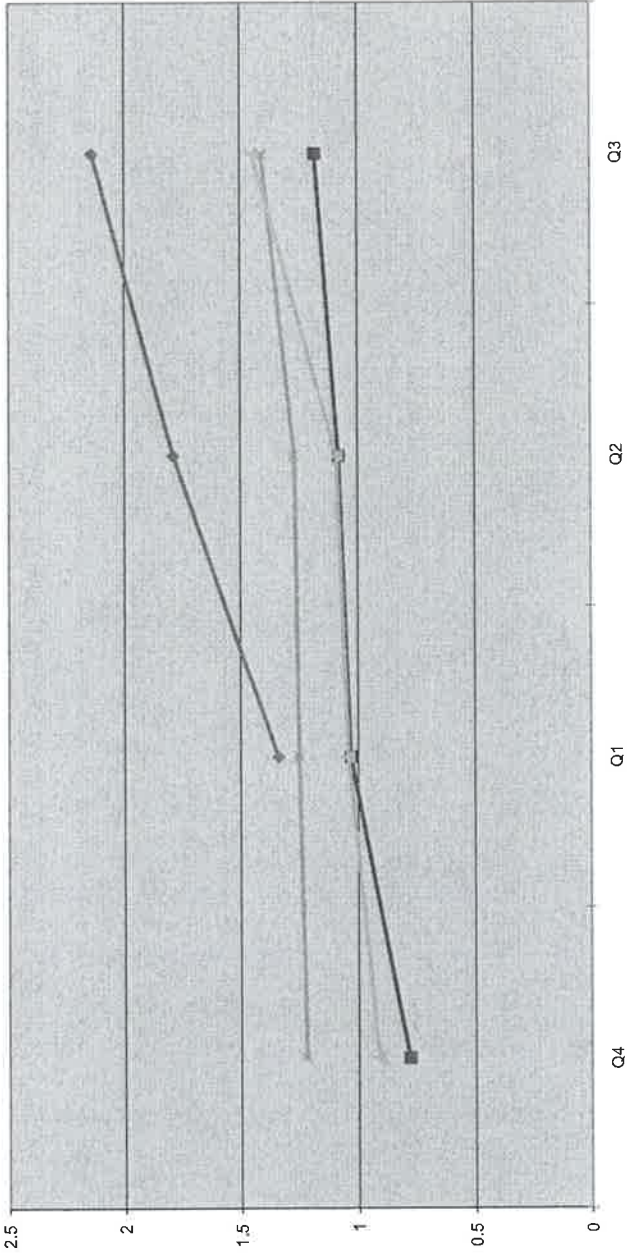
Portfolio INV
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Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments March 31, 2018

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|-------------------------------------|--------------|-----------------------------|-------------------------|---------------|-------------------------|-------------------------|-------------------------|-------------|---------|-----|--------------|---------------|
| US Treasury Note-GC 53601(b) | | | | | | | | | | | | |
| 912828U99 | 12173 | U.S. Treasury | | 12/21/2017 | 20,000,000.00 | 19,889,000.00 | 19,920,654.17 | 1.250 | | | 1.786 | 12/31/2018 |
| 912828S43 | 12174 | U.S. Treasury | | 12/21/2017 | 20,000,000.00 | 19,663,200.00 | 19,719,625.66 | 0.750 | Aaa | | 1.857 | 07/15/2019 |
| 912828SX9 | 12175 | U.S. Treasury | | 12/21/2017 | 20,000,000.00 | 19,800,000.00 | 19,842,190.47 | 1.125 | Aaa | | 1.814 | 05/31/2019 |
| 912828T6 | 12176 | U.S. Treasury | | 01/31/2018 | 25,000,000.00 | 24,721,745.70 | 24,721,745.70 | 1.250 | | | 2.054 | 08/31/2019 |
| 912828P4 | 12179 | U.S. Treasury | | 03/12/2018 | 1,250,000.00 | 1,212,244.89 | 1,212,244.89 | 1.875 | Aaa | | 2.617 | 07/31/2022 |
| 912828U73 | 12184 | U.S. Treasury | | 03/12/2018 | 20,000,000.00 | 19,710,845.16 | 19,710,845.16 | 1.375 | | | 2.243 | 12/15/2019 |
| | | Subtotal and Average | 401,502,434.48 | | 385,220,000.00 | 382,676,431.13 | 383,848,681.87 | | | | 1.423 | |
| | | Total and Average | 1,516,515,497.65 | | 1,516,664,506.96 | 1,509,587,099.98 | 1,514,749,011.70 | | | | 1.479 | |

Exhibit C Monterey County Historical Yields vs. Benchmarks



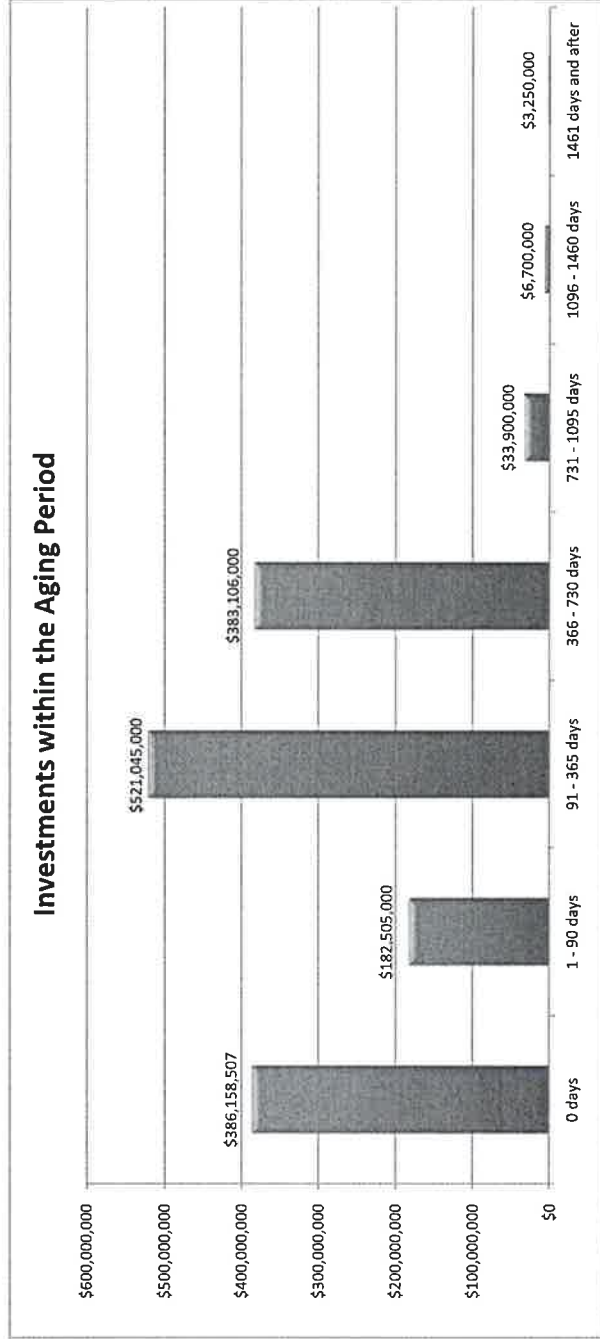
| Quarterly Yield | FY 16/17 | | | | FY 17/18 | | | |
|------------------------------|----------|------|------|------|----------|------|------|----|
| | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Monterey County | 1.54 | 1.07 | 1.18 | 1.22 | 1.25 | 1.27 | 1.41 | |
| 1 - 3 Yr Treasury and Agency | 0.79 | 1.18 | 1.28 | 1.41 | n/a | n/a | n/a | |
| 1 Yr Treasury and Agency* | | | | | 1.34 | 1.79 | 2.14 | |
| LAIF** | 0.55 | 0.61 | 0.68 | 0.78 | 1.03 | 1.08 | 1.18 | |
| S&P Rated Govt. Pool Index | 0.45 | 0.54 | 0.72 | 0.91 | 1.04 | 1.09 | 1.45 | |

The S&P Index yields are obtained from Bloomberg
 The 1-3 Yr Treasury and Agency yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg
 The 1-Yr Treasury and Agency yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg
 * benchmark changed to reflect current portfolio
 **LAIF - results for the month preceding quarter end



**Exhibit D
Monterey County
Aging Report
By Maturity Date
As of April 1, 2018**

| Aging Interval: | Maturity Par Value | Percent of Portfolio | Current Book Value | Current Market Value |
|----------------------------------|-------------------------|----------------------|-------------------------|-------------------------|
| 0 days | 386,158,506.96 | 25.46% | 386,158,506.96 | 386,158,506.96 |
| 1 - 90 days | 182,505,000.00 | 12.03% | 182,471,755.76 | 182,031,858.60 |
| 91 - 365 days | 521,045,000.00 | 34.36% | 520,025,354.94 | 517,784,580.25 |
| 366 - 730 days | 383,106,000.00 | 25.26% | 382,302,003.53 | 379,977,560.92 |
| 731 - 1095 days | 33,900,000.00 | 2.24% | 33,928,735.24 | 33,771,937.98 |
| 1096 - 1460 days | 6,700,000.00 | 0.44% | 6,654,859.45 | 6,654,859.45 |
| 1461 days and after | 3,250,000.00 | 0.21% | 3,207,795.82 | 3,207,795.82 |
| Total for 119 Investments | 1,516,664,506.96 | 100.00 | 1,514,749,011.70 | 1,509,587,099.98 |



Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.C

Student Services

College Area

Proposal:

To review the attached AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Pacific Grove 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 continued partnership with Pacific Grove Unified School District and outlines the programs and courses that will be offered as part of the pathways.

Budgetary Implications:

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

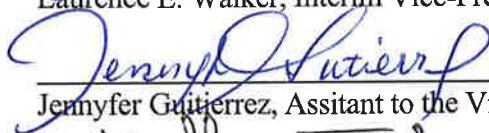
INFORMATION: AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Pacific Grove Unified School District to cover the 2018-2019 academic year.

Recommended By:



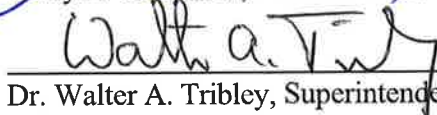
Laurence E. Walker, Interim Vice-President of Student Services

Prepared By:



Jennyfer Gutierrez, Assitant to the Vice-President of Student Services

Agenda Approval:



Dr. Walter A. Tribley, Superintendent/President

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

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 Pacific Grove 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 K-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, 2018 and ending on June 30, 2019, 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, and tutoring 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 COLLEGE shall ensure that additional support is available to students with disabilities. Participating students at the COLLEGE must be deemed eligible for services through the COLLEGE program for students with disabilities and will receive only the services authorized by the COLLEGE.
- 5.8 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.
- 5.9 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.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide remedial support that will allow students to meet college level requirements for COLLEGE courses.

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.
- 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 and/or Education Code Section 87013 as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 and/or Education Code Section 87408.6 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. Instructors shall be employed in accordance with Education Code Sections 87405 et seq. when the COLLEGE is designated the employer of record.
- 7.7 Faculty will complete mandatory training as required by the employer of record.

- 7.8 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.
- 7.9 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.

- 7.10 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.
- 7.11 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 (MPCCD) 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) is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 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.
- 7.13 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. ADDITIONAL PERSONNEL AND VOLUNTEERS

- 8.1 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.

- 8.2 Personnel (including tutors and volunteers) working with students 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 provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- 8.3 Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 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)
- 10.2 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)
- 10.3 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.
- 10.4 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.

- 10.5 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.
- 10.6 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)

11. APPORTIONMENT

- 11.1 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.
- 11.2 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)
- 11.3 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)
- 11.4 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)

12. CERTIFICATIONS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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)
- 12.5 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)

12.6 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)

12.7 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)

12.8 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)

13. PROGRAM IMPROVEMENT

13.1 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.

14. RECORDS

14.1 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.

14.2 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.

15. REIMBURSEMENT

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

16. FACILITIES

- 16.1 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.
- 16.2 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.
- 16.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

17. INDEMNIFICATION

- 17.1 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.
- 17.2 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.

18. INSURANCE

- 18.1 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.
- 18.2 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.

19. NON-DISCRIMINATION

- 19.1 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.

20. TERMINATION

- 20.1 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.

21. NOTICES

21.1 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: Laurence E. Walker - Vice President of Student Services

SCHOOL DISTRICT

Pacific Grove Unified School District

435 Hillcrest Ave.

Pacific Grove, CA 93950

Attn: Sean Keller, Pacific Grove High School Assistant Principal

22. INTEGRATION

22.1 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.

23. MODIFICATION AND AMENDMENT

23.1 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.

24. GOVERNING LAWS

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

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 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.

26. SEVERABILITY

26.1 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.

27. COUNTERPARTS

27.1 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 _____ 2018

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 Pacific Grove 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 **June 30** 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 |
|-----------------|---|------------------|-----------------|
| MPCCD: | Laurence E. Walker, Vice-President of Student Services | (831) 646-4191 | lwalker@mpc.edu |

| | | | |
|------------------|---|----------------------------|-------------------|
| School District: | Sean Kellyer, Pacific Grove High School Assistant Principal | (831) 646-6590 ext. 274 | skeller@pgusd.org |
|------------------|---|----------------------------|-------------------|

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 2018** - 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: 2018-2019 COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Pacific Grove Unified School District

- A. 1 **HIGH SCHOOL:** Pacific Grove High School **EDUCATIONAL PROGRAM:** Computer Information Systems

| | |
|--|-----------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: | TOTAL PROJECTED FTES: |
|--|-----------------------|

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|---|---------------|-------|-------------|------|------------|------------|--|--|
| Introduction to Computer Hardware/A+ Prep | CSIS 75 | 4 | Fall 2018 | TBD | TBD | Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Networking Fundamentals | CSIS 76A | 4 | Spring 2018 | TBD | TBD | Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> 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.

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 |
|---|--|--------|-------------------------------|------|
| Introduction to Computer Hardware/A+ Prep | No textbook, course uses CISCO academy online | \$0.00 | | |
| Networking Fundamentals | Intro to Networks Companion Guide CISCO academy online | \$0.00 | | |

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 |
|---------------------------|------------------|----------------|----------------|
| Pacific Grove High School | TBD | See days above | See days above |
| | | | |
| | | | |

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.D

Student Services
College Area

Proposal:

To review the attached AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Carmel 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 Carmel Unified School District and outlines the programs and courses that will be offered as part of the pathways.

Budgetary Implications:

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

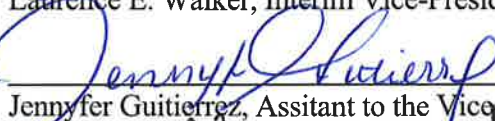
INFORMATION: AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Carmel Unified School District to cover the 2018-2019 academic year.

Recommended By:



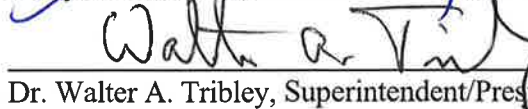
Laurence E. Walker, Interim Vice-President of Student Services

Prepared By:



Jennyfer Guitierrez, Assitant to the Vice-President of Student Services

Agenda Approval:



Dr. Walter A. Tribley, Superintendent/President

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

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 Carmel 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 K-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, 2018 and ending on June 30, 2019, 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, and tutoring 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 COLLEGE shall ensure that additional support is available to students with disabilities. Participating students at the COLLEGE must be deemed eligible for services through the COLLEGE program for students with disabilities and will receive only the services authorized by the COLLEGE.
- 5.8 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.
- 5.9 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.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide remedial support that will allow students to meet college level requirements for COLLEGE courses.

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.
- 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 and/or Education Code Section 87013 as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 and/or Education Code Section 87408.6 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. Instructors shall be employed in accordance with Education Code Sections 87405 et seq. when the COLLEGE is designated the employer of record.
- 7.7 Faculty will complete mandatory training as required by the employer of record.

- 7.8 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.
- 7.9 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.

- 7.10 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.
- 7.11 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 (MPCCD) 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) is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 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.
- 7.13 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. ADDITIONAL PERSONNEL AND VOLUNTEERS

- 8.1 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.

- 8.2 Personnel (including tutors and volunteers) working with students 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 provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- 8.3 Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 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)
- 10.2 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)
- 10.3 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.
- 10.4 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.

- 10.5 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.
- 10.6 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)

11. APPORTIONMENT

- 11.1 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.
- 11.2 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)
- 11.3 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)
- 11.4 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)

12. CERTIFICATIONS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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)
- 12.5 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)

12.6 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)

12.7 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)

12.8 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)

13. PROGRAM IMPROVEMENT

13.1 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.

14. RECORDS

14.1 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.

14.2 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.

15. REIMBURSEMENT

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

16. FACILITIES

- 16.1 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.
- 16.2 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.
- 16.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

17. INDEMNIFICATION

- 17.1 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.
- 17.2 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.

18. INSURANCE

- 18.1 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.
- 18.2 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.

19. NON-DISCRIMINATION

- 19.1 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.

20. TERMINATION

- 20.1 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.

21. NOTICES

21.1 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: Laurence E. Walker - Vice President of Student Services

SCHOOL DISTRICT
Carmel Unified School District
PO Box 222700
Carmel, CA 93922
Attn: Dr. Suzie DePrez – Chief Academic Officer

22. INTEGRATION

22.1 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.

23. MODIFICATION AND AMENDMENT

23.1 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.

24. GOVERNING LAWS

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

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 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.

26. SEVERABILITY

26.1 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.

27. COUNTERPARTS

27.1 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 _____ 2018

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 Carmel 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 |
|-----------------|---|------------------|-----------------|
| MPCCD: | Laurence E. Walker, Vice-President of Student Services | (831) 646-4191 | lwalker@mpc.edu |

| | | | |
|------------------|---|-------------------------|---------------------------|
| School District: | Suzie DePrez, Chief Academic Officer | (831) 624-1546 X2031 | sdeprez@carmelunified.org |
|------------------|---|-------------------------|---------------------------|

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 2018** - 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: 2018-2019 COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Carmel Unified School District

A.1 HIGH SCHOOL: Carmel High School EDUCATIONAL PROGRAM: Automotive Technology

| | |
|--|-----------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: | TOTAL PROJECTED FTES: |
|--|-----------------------|

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|---------------------------------------|---------------|-------|--------|------|------------|------------|--|--|
| Introduction to Automotive Technology | AUTO 100 | 4 | Spring | TBD | TBD | Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Auto Technology Work Experience | COOP 91.4 | | Summer | TBD | TBD | Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> 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.

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 |
|---------------------------------------|------|------|-------------------------------|------|
| Introduction to Automotive Technology | TBD | TBD | | |
| Auto Technology Work Experience | TBD | TBD | | |

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 |
|--------------------|-----------|----------------|----------------|
| Carmel High School | TBD | See days above | See days above |
| | | | |
| | | | |

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.E

Student Services

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 continued partnership with Monterey Peninsula Unified School District and outlines the programs and courses that will be offered as part of the pathways.

Budgetary Implications:

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

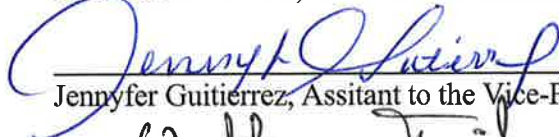
INFORMATION: AB 288 College and Career Access Pathways (CCAP) Agreement between Monterey Peninsula College and Monterey Peninsula Unified School District to cover the 2018-2019 academic year.

Recommended By:



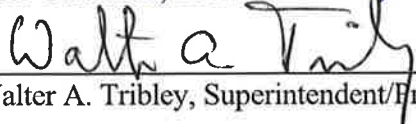
Laurence E. Walker, Interim Vice-President of Student Services

Prepared By:



Jennyfer Guitierrez, Assitant to the Vice-President of Student Services

Agenda Approval:



Dr. Walter A. Tribley, Superintendent/President

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018-2019**

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 TK-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, 2018 and ending on June 30, 2019, 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, and tutoring 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 COLLEGE shall ensure that additional support is available to students with disabilities. Participating students at the COLLEGE must be deemed eligible for services through the COLLEGE program for students with disabilities and will receive only the services authorized by the COLLEGE.
- 5.8 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.
- 5.9 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 teaching COLLEGE courses, 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.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide instructional support and preparation that will allow students to meet college level requirements for COLLEGE courses.

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.
- 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 SCHOOL DISTRICT 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 SCHOOL DISTRICT 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 SCHOOL DISTRICT 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 and/or Education Code Section 87013 as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 and/or Education Code Section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have 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. Instructors shall be employed in accordance with Education Code Sections 87405 et seq. when the COLLEGE is designated the employer of record.
- 7.7 Faculty will complete mandatory training as required by the employer of record.

- 7.8 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.
- 7.9 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.

- 7.10 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.
- 7.11 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 (MPCCD) 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) is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors may 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.
- 7.13 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. ADDITIONAL PERSONNEL AND VOLUNTEERS

- 8.1 COLLEGE and SCHOOL DISTRICT 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 SCHOOL DISTRICT 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 SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.

- 8.2 Personnel (including tutors and volunteers) working with students 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 known to have been convicted of a violent or serious felony shall be eligible to provide services on SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- 8.3 Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 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)
- 10.2 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)
- 10.3 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.
- 10.4 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.

- 10.5 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.
- 10.6 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)

11. APPORTIONMENT

- 11.1 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.
- 11.2 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)
- 11.3 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)
- 11.4 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)

12. CERTIFICATIONS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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)
- 12.5 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)

12.6 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)

12.7 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)

12.8 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)

13. PROGRAM IMPROVEMENT

13.1 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.

14. RECORDS

14.1 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.

14.2 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.

15. REIMBURSEMENT

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

16. FACILITIES

- 16.1 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.
- 16.2 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.
- 16.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

17. INDEMNIFICATION

- 17.1 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.
- 17.2 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.

18. INSURANCE

- 18.1 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.
- 18.2 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.

19. NON-DISCRIMINATION

- 19.1 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.

20. TERMINATION

- 20.1 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.

21. NOTICES

21.1 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: Laurence E. Walker - Vice President of Student Services

SCHOOL DISTRICT

Monterey Peninsula Unified School District

700 Pacific Street

Monterey, CA 93940

Attn: Dr. William Nelson - Director, Secondary Education

22. INTEGRATION

22.1 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.

23. MODIFICATION AND AMENDMENT

23.1 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.

24. GOVERNING LAWS

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

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 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.

26. SEVERABILITY

26.1 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.

27. COUNTERPARTS

27.1 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 _____ 2018

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 **June 30** 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 |
|-----------------|---|------------------|-----------------|
| MPCCD: | Laurence E. Walker, Vice-President of Student Services | (831) 646-4191 | lwalker@mpc.edu |

| | | | |
|------------------|---|----------------|-------------------------|
| School District: | Dr. William Nelson, Director Secondary Education | (831) 645-1223 | wnelson@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 2018** - 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: 2018-2019 COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Monterey Peninsula Unified School District

A.1 HIGH SCHOOL: Marina High School EDUCATIONAL PROGRAM: General Education and Transfer

| | |
|--|----------------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 410 | TOTAL PROJECTED FTES: 67.4 |
|--|----------------------------|

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|--|---------------|-------|--------------|------|------------|-------------|--|--|
| Making College Count | PERS 50 | 3 | Fall, Spring | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Music Appreciation | MUSI 1 | 3 | Fall, Spring | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Latinos in American Gov. | ETNC 18 | 3 | Fall, Spring | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| World History Since 1500 | HIST 8 | 3 | Fall, Spring | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Mexican-American Art in American Culture | ETNC 4 | 3 | Fall, Spring | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> 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.

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 |
|---|--|---|--|---|
| PERS 50 Making College Count Purchased last year | <i>On Course Strategies for Creating Success in College and in life Study Skills Plus Edition</i> , 3rd Edition Author: Skip Downing ISBN: 978-1-305-39748-4 Copyright Year: 2017 Publisher: Cengage Learning, http://www.cengagebrain.com | No cost already purchased 2017 \$125 | | |
| MUSI 1 Music Appreciation | <i>The Enjoyment of Music with total Access Registration Card*</i> | \$118 | | |
| ETNC 18 Latinos In American Government | <i>Chicanismo: The Forging of a Militant Ethos among Mexican Americans</i> Author Garcia, Ignacio M Publisher: University of Arizona Press 1997 <i>Youth, Identity and Power</i> Author Munoz, Carlos ISBN-13: 978-1844671427 Publisher: Verso; Revised and Expanded Edition edition (August 17, 2007) <i>U.S. Constitution</i> Authors Spaeth and Smith <i>Latino Americans: The 500-Year Legacy That Shaped a Nation</i> Paperback – September 3, 2013 by Ray Suarez | \$90 ? ? \$14.53 | Other reading material as assigned by Instructor | <i>U.S. Constitution</i> Authors Spaeth and Smith |

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

| | | | | |
|---|--|--------|--|--|
| HIST 8 World History Since 1500 | <i>Ways of the World: Brief Global Hist (V2)</i> Author: Strayer ISBN: 9781319022549 | \$89 | | |
| | <i>Broken Spears (New Exp Ed)</i> Author: Leon-Portilla ISBN: 9780807055007 | \$20 | | |
| | <i>Comfort Woman: A Filipina's Story of Prostitution & Slavery under the Japanese Military</i> Author: Henson ISBN: 9781442273559 | \$27 | | |
| | Or <i>Night (with New Preface)</i> Author: Wiesel, Ellie ISBN: 9780374500016 | \$9.95 | | |
| | Optional: <i>Things Fall Apart</i> Achebe, Chinua ISBN-13: 978-0385474542 <i>Worlds of History, Volume 11: Since 1400 A Comparative Reader 5th Ed</i> Author Reilly, Kevin ISBN-13: 978-1457617836 | | | |
| ETNC 4 Mexican-American Art in American Culture | Francisco Carlos Jackson, <i>Protest Art</i> Keller, <i>Chicano Chicana Art Volumes 1 and 2</i> <i>Triumph of Our Communities: Four Decades of Mexican American Art Hardcover – April 1, 2005</i> by Gary D. Keller and Amy Phillips <i>Art Hardcover - Gary Keller and Amy Phillips - April 1, 2005</i> | | | |

B. 1 HIGH SCHOOL: Monterey High School EDUCATIONAL PROGRAM: Computer Science Pathway

| | |
|---|---------------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 25 | TOTAL PROJECTED FTES: 8.5 |
|---|---------------------------|

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

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|------------------------------------|---------------|-------|--------|------|------------|------------|--|--|
| Computer Information Systems | CSIS 1 | 3 | Fall | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Programming Fundamentals - PYTHON | CSIS 9 | 3 | Spring | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Programming Methods 1: JAVA | CSIS 10A | 4 | Fall | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS |
| Programming Methods 1.5: C And C++ | CSIS 10C | 4 | Fall | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS |
| Game Programing Behind the Scenes | CSIS 114 | 1 | Summer | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input checked="" type="checkbox"/> CC <input type="checkbox"/> 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. 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 workforce 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.

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 |
|-------------------------------------|--|---------|-------------------------------|------|
| CSIS 1 Computer Information Systems | <i>New Perspectives on Computer Concepts 2014: Comprehensive (16th Edition)</i> by June Jamrich Parsons and Dan Oja. | No Cost | | |

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

| | | | | |
|---|---|------------------------------|--|--|
| | | Purchased last year \$180 | | |
| CSIS 9- Programming Fundamentals - Python | How to Think Like a Computer Scientist: Interactive Edition (Using Python 3.x) Python for Informatics: Exploring Information Eloquent JavaScript A Modern Introduction to Programming | Free online \$0.00 | | |
| CSIS 10A Programming Methods I ; JAVA | Think Java by Allen Downey and Introduction to Programming Using Java by David Eck | Free online \$0.00 | | |
| Game Programming: Behind the Scenes | To be decided | TBA | | |
| | | | | |

C.1 HIGH SCHOOL: Monterey High School EDUCATIONAL PROGRAM: Theatre Arts

| | |
|---|-------------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 | TOTAL PROJECTED FTES: 9 |
|---|-------------------------|

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|-------------------------|---------------|-------|------|------|------------|-------------|--|--|
| Introduction to Theatre | THEA 1 | 3 | Fall | TBD | TBD | MPUSD Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Film Appreciation | THEA 5 | 3 | Fall | TBD | TBD | MPUSD Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

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

| | | | | | | | | |
|---------------------|----------|---|--------|-----|-----|-------------|--|--|
| Intercultural Drama | THEA 4 | 3 | Spring | TBD | TBD | MPUSD Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Acting 1 | THEA 15A | 3 | Spring | TBD | TBD | MPUSD Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> 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. 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 workforce 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.

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 |
|--------------------------------|--|--------------------------------------|--|------|
| THEA 1 Introduction to Theatre | THEA 1 - Theatre: Brief Version (10th Edition). Robert Cohen. Mayfield Publishing, 2013 | No Cost purchased last year \$162 | | |
| THEA 15A Acting 1 | No Text required | No Cost | Instructor supplied handouts and scripts | |
| THEA 5 Film Appreciation | Ask the instructor to choose the text: <i>FILM ART: AN INTRODUCTION</i> Authors David Bordwell 2017 or <i>Anatomy Of Film</i> by Bernard Dick | \$176 | Instructor Prepared materials | |

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

| | | | |
|----------------------------|--|-----|-------------------------------|
| THEA 4 Intercultural Drama | Ask the Instructor to choose the text: TBD | TBD | Instructor Prepared materials |
|----------------------------|--|-----|-------------------------------|

D. 1 HIGH SCHOOL: Seaside High School

EDUCATIONAL PROGRAM: Theatre Arts

| TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 | | | | | TOTAL PROJECTED FTES: 5.8 | | | |
|---|---------------|-------|--------|------|---------------------------|--------------|--|--|
| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
| Film Appreciation | THEA 5 | 3 | Fall | TBD | TBD | MPC Navaille | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Intercultural Drama | THEA 4 | 3 | Spring | TBD | TBD | MPC Navaille | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> 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. 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 workforce 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 |
|-------------|------|------|-------------------------------|------|
|-------------|------|------|-------------------------------|------|

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

| | | | | |
|----------------------------|---|-------|--|--|
| THEA 5 Film Appreciation | Ask the Instructor to choose the text: <i>FILM ART: AN INTRODUCTION</i> Authors David Bordwell 2017 or <i>Anatomy Of Film</i> by Bernard Dick | \$176 | | |
| THEA 4 Intercultural Drama | Ask the Instructor to choose the text: TBD | TBD | | |

E. 1 HIGH SCHOOL: Seaside High School

EDUCATIONAL PROGRAM: General Education and Transfer

| TOTAL NUMBER OF STUDENTS TO BE SERVED: 150 | | | | | TOTAL PROJECTED FTES: 24.7 | | | | |
|--|---------------|-------|--------|------|----------------------------|-------------|--|--|--|
| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION | |
| Pre- Calculus | MATH 13 | 5 | Fall | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | |
| Calculus with Analytic Geometry | MATH 20A | 5 | Spring | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | |
| Intermediate Algebra and Coordinate Geometry | MATH 263 | 5 | Fall | TBD | TBD | MPC Staff | <input checked="" type="checkbox"/> CC <input type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | |
| US History to 1877 | HIST 17 | 3 | Fall | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | |
| United States History From 1865 | HIST 18 | 3 | Spring | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | |

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

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. 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.

E. 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 |
|---|---|-------|-------------------------------|------|
| MATH 13 Pre- Calculus | <u><i>College Algebra and Trigonometry</i></u> , Aufmann, Barker, and Nation, 8th ed. or <u><i>Algebra and Trigonometry</i></u> , Aufmann, Nation, 8 th edition. | | | |
| MATH 20 Calculus with Analytic Geometry Text - Representative only - check with Instructor before purchasing | Stewart, James. 'Calculus: Early Transcendentals.' 8th ed. Cengage Learning, 2016. ISBN 9781285741550 Instructor-prepared materials | \$299 | | |
| MATH 263 Intermediate Algebra and Coordinate Geometry | <u><i>Intermediate Algebra</i></u> , Blitzer, Fifth, Sixth or 7th Edition. | | | |

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

| | | | | |
|---------------------------------------|--|-----------------|--|--|
| HIST 17 United States History to 1877 | <p>Revolution to the Civil War <u>Give Me Liberty: Seagull (V1)(w/Ebook +InQuizitive Access)</u> Author: Foner Edition: 5th ISBN: 9780393614183 Copyright Year: 2017 Publisher: W. W. Norton & Company, Incorporated</p> | \$143.75 (pub.) | | |
| | <p><u>Incidents in the Life of a Slave Girl Written by Herself</u> Author: Jacobs ISBN: 9781613822920 Copyright Year: 2012 Publisher: Simon & Brown Book Publishers</p> | \$10.99 AMZ | | |
| | <p>OR</p> <p><u>America: Concise History</u> (w/Bind in Access Code) (V1) Author: Henretta Edition: 6th ISBN: 9781457648656 Publisher: Bedford Saint Martin's (MPS)</p> | \$73.97 AMZ | | |
| | <p><u>Documents to Accompany America's History</u> (V1) Author: Yazawa Edition: 7th ISBN: 9780312648626 Publisher: Bedford Saint Martin's (MPS)</p> | \$7.20 AMZ | | |
| | <p><u>Life Crossing Borders</u> Author: Tafolla ISBN: 9781558855977 Copyright Year: 2009 Publisher: Arte Publico Press (Pinata)</p> | \$16.95 AMZ | | |

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

| | | | | |
|---|--|--|---|----------------------|
| | <u><i>Incidents in the Life of a Slave Girl Written by Herself</i></u> Author: Jacobs ISBN: 9781613822920 Copyright Year: 2012 Publisher: Simon & Brown Book Publishers | \$10.99 AMZ | | |
| HIST 18 United States History From 1865 | America: Concise History (V2) Author: Henretta , James ISBN: 9780312643294 Always Running (with New Intro) Author: Rodriguez ISBN: 9780743276917 Documents for America's History (V2) Author: Fernlund ISBN: 9780312648633 Ten Thousand Sorrows Author: Kim ISBN: 9780385496339 Letters of a Woman Homesteader Author: Stewart | \$75 \$16 \$39.50 \$22.95 \$7.95 | Scantron 100Q/5CH 2S ALPHA SUB GREEN BOOK 8X11 | \$0.30 \$0.45 |

F. 1 HIGH SCHOOL: Seaside High School

EDUCATIONAL PROGRAM: **Business Pathway**

| | |
|---|---------------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 40 | TOTAL PROJECTED FTES: 7.7 |
|---|---------------------------|

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|---|---------------|-------|--------|------|------------|-------------|--|--|
| Financial Planning and Money Management | BUSI 60 | 3 | Fall | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Intro to Business | BUSI 20 | 3 | Spring | TBD | TBD | MPUSD Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

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

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 workforce 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.

F. 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 |
|---|--|-------|-------------------------------|------|
| Financial Planning and Money Management | <i>Personal Financial Planning</i> 14th. Ed. Billingsley, Gitman, Joehnk | \$300 | Instructor Prepared materials | |
| Intro to Business | <i>Ebert, Ronald J., and Ricky W. Griffin. 'Business Essentials.'</i> 11th ed. Pearson, 2017. MyBizLab access is <i>not</i> required | \$146 | Instructor Prepared materials | |

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 |
| Seaside High School | TBD | See days above | See days above |

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.F

Office of Superintendent/President
College Area

Proposal:

That the Governing Board approves the employment agreement with Ms. Kiran Kamath to continue serving as the Vice President of Academic Affairs from July 1, 2018 through June 30, 2021.

Background:

Ms. Kamath has been employed by the Monterey Peninsula Community College District as the Vice President of Academic Affairs from July 13, 2015 to the present.

The renewal of Ms. Kamath's contract will be effective July 1, 2018 through June 30, 2021. This represents a three year employment contract. Ms. Kamath's salary placement is Vice President's Row, Step 5 on the Administrative Salary Schedule.

Budgetary Implications:

This position is funded by unrestricted general funds and is included in the 2018-2019 budget.

RESOLUTION: BE IT RESOLVED, that the Governing Board approves the employment agreement with Ms. Kiran Kamath to continue serving as the Vice President of Academic Affairs from July 1, 2018 through June 30, 2021.

Recommended By:

Walter Tribley
Dr. Walter Tribley, Superintendent/President

Prepared By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

Walter Tribley
Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made and entered into by and between the Monterey Peninsula Community College District ("District"), acting by and through its Governing Board ("Board"), and Kiran Kamath ("Vice President").

WITNESSETH

- 1. Term of Employment.** Vice President is hereby employed in the position of Vice President of Academic Affairs for the period commencing on July 1, 2018 and ending on June 30, 2021, subject to earlier termination pursuant to the terms of this Agreement.
- 2. Salary.** Vice President's monthly salary shall be \$12,560.00 or annual salary of \$150,720.00 which represents Vice President Row, Step 5 on the Administrative Salary Schedule. The Board may increase the salary schedule at any time during this Agreement and such change to the salary schedule shall not constitute a new contract or Agreement, not extend the term of this Agreement. Vice President's salary shall reflect any changes in the Administrative Salary Schedule. Vice President's salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions.
- 3. Stipends.** Vice President will also receive a stipend equal to 5% of Vice President's salary for serving on each District negotiating team(s). The stipends shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes.
- 4. Health Benefits.** Vice President shall receive the same health and welfare benefits provided to all other administrative personnel.
- 5. Car Allowance.** District will provide a \$200.00 per month car allowance to Vice President. The allowance shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.
- 6. Personal Expense Allowance and Reimbursement.** The District will provide a \$200.00 per month "personal expense allowance" to the Vice President. As with the salary installments, this amount will be payable on the normal payroll date of each calendar month. This "personal expense allowance" is intended to cover necessary expenses incurred in the course and scope of employment related to expenses incurred with travel in the district, including food and other travel expenses. This allowance shall

be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

The District shall reimburse Vice President for actual and necessary expenses incurred within the course and scope of Vice President's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, Vice President shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

7. Cell Phone Allowance. In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Vice President an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

8. Work Year. The work year for Vice President shall be a twelve month year.

9. Vacation. Vice President may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 7341 shall apply to vacation. In the event of termination of employment, Vice President shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

10. Sick Leave. In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 87782, Vice President shall accrue sick leave at the rate of twelve (12) days per contract year.

11. Other Leave. Per Board Policy 7161, Vice President may also take an additional ten (10) days per year beyond the normal vacation for study, travel, and general professional improvement. Leave under this policy is non-cumulative and must be taken within the year in which it is earned. In no event shall any unused portion of this leave be subject to payment.

12. Duties/Responsibilities. Vice President shall competently perform all of Vice President's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Superintendent/President. During the term of this Agreement, Vice President may be assigned or reassigned to any duties or positions for which Vice President possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

13. Evaluation. The Superintendent/President may evaluate and assess in writing the performance of Vice President at any time, and shall do so at least once a year during the term of this Agreement.

14. Termination. District and Vice President agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Vice President.

B. Resignation. Vice President may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Vice President in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Vice President for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Vice President's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Vice President and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Vice President disputes the charges, Vice President shall then be entitled to a conference before the Board in closed session. Vice President and the Board shall each have the right to be represented by counsel at their own expense. Vice President shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Vice President believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Vice President with a written decision. The decision of the Board shall be final.

Vice President's conference before the Board shall be deemed to satisfy Vice President's entitlement to due process of law and shall be Vice President's exclusive right to any conference or hearing otherwise required by law. Vice President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Vice President's administrative remedies and then authorizes Vice President to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Vice President. Upon expiration of Vice President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Vice President to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to Vice President.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Vice President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Vice President solely upon written notice to Vice President and Vice President shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Vice President receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Vice President if Vice President is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Vice President against charges involving abuse of office or position and Vice President is then convicted of such charges, Vice President shall fully reimburse the District all funds expended for Vice President's criminal defense.

15. Tax/Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Vice President. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Vice President or any designated beneficiary, heirs, administrators, executors, successors or assigns of Vice President. Vice President shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Vice President agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

16. Management Hours. The demands of Vice President's position require more than eight (8) hours a day and/or forty (40) hours per work week. Vice President is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17. Application of Board Policy. Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees shall also apply to the Vice President.

18. General Terms.

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

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

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Vice President has signed his/her name signifying acceptance of the terms of this agreement.

By: _____
Ms. Marilyn Gustafson, Chair, Governing Board
Monterey Peninsula Community College District

Date: _____

By: _____
Dr. Walter Tribble, Superintendent/President
Monterey Peninsula Community College District

Date: _____

By: 
Ms. Kiran Kamath, Vice President for Academic Affairs

Date: 5-14-18

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.G

Office of Superintendent/President
College Area

Proposal:

That the Governing Board approves the employment agreement with Ms. Rebecca Michael to continue serving as the Vice President of Advancement from July 1, 2018 through June 30, 2021.

Background:

Ms. Michael has been employed by the Monterey Peninsula Community College District as the Vice President of Advancement from July 1, 2017 to the present.

The renewal of Ms. Michael's contract will be effective July 1, 2018 through June 30, 2021. This represents a three year employment contract. Ms. Michael's salary placement is Vice President's Row, Step 5 on the Administrative Salary Schedule.

Budgetary Implications:

This position is funded by unrestricted general funds and is included in the 2018-2019 budget.

RESOLUTION: BE IT RESOLVED, that the Governing Board approves the employment agreement with Ms. Rebecca Michael to continue serving as the Vice President of Advancement from July 1, 2018 through June 30, 2021.

Recommended By:

Walt a Tibley
Dr. Walter Tribley, Superintendent/President

Prepared By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

Walt a Tibley
Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made and entered into by and between the Monterey Peninsula Community College District ("District"), acting by and through its Governing Board ("Board"), and Rebecca Michael ("Vice President").

WITNESSETH

1. Term of Employment. Vice President is hereby employed in the position of Vice President of Advancement for the period commencing on July 1, 2018 and ending on June 30, 2021, subject to earlier termination pursuant to the terms of this Agreement.

2. Salary. Vice President's monthly salary shall be \$12,560.00 or annual salary of \$150,720.00 which represents Vice President Row, Step 5 on the Administrative Salary Schedule. The Board may increase the salary schedule at any time during this Agreement and such change to the salary schedule shall not constitute a new contract or Agreement, not extend the term of this Agreement. Vice President's salary shall reflect any changes in the Administrative Salary Schedule. Vice President's salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions.

3. Stipends. Vice President will also receive a stipend equal to 5% of Vice President's salary for each District negotiating team(s) she serves on in accordance with the Administrative Salary Schedule. The stipends shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes.

4. Health Benefits. Vice President shall receive the same health and welfare benefits provided to all other administrative personnel.

5. Car Allowance. District will provide a \$200.00 per month car allowance to Vice President. The allowance shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalPERS purposes.

6. Personal Expense Allowance and Reimbursement. The District will provide a \$200.00 per month "personal expense allowance" to the Vice President. As with the salary installments, this amount will be payable on the normal payroll date of each calendar month. This "personal expense allowance" is intended to cover necessary expenses incurred in the course and scope of employment related to expenses incurred

with travel in the district, including food and other travel expenses. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalPERS purposes.

The District shall reimburse Vice President for actual and necessary expenses incurred within the course and scope of Vice President's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, Vice President shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

7. Cell Phone Allowance. In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Vice President an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalPERS purposes.

8. Work Year. The work year for Vice President shall be a twelve month year.

9. Vacation. Vice President may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 7341 shall apply to vacation. In the event of termination of employment, Vice President shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

10. Sick Leave. In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 88202, Vice President shall accrue sick leave at the rate of twelve (12) days per contract year.

11. Other Leave. Per Board Policy 7161, Vice President may also take an additional ten (10) days per year beyond the normal vacation for study, travel, and general professional improvement. Leave under this policy is non-cumulative and must be taken within the year in which it is earned. In no event shall any unused portion of this leave be subject to payment.

12. Duties/Responsibilities. Vice President shall competently perform all of Vice President's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Superintendent/President. During the term of this Agreement, Vice President may be assigned or reassigned to any duties or positions for which Vice President possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

13. Evaluation. The Superintendent/President may evaluate and assess in writing the performance of Vice President at any time, and shall do so at least once a year during the term of this Agreement.

14. Termination. District and Vice President agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Vice President.

B. Resignation. Vice President may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Vice President in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Vice President for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Vice President's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Vice President and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Vice President disputes the charges, Vice President shall then be entitled to a conference before the Board in closed session. Vice President and the Board shall each have the right to be represented by counsel at their own expense. Vice President shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Vice President believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Vice President with a written decision. The decision of the Board shall be final.

Vice President's conference before the Board shall be deemed to satisfy Vice President's entitlement to due process of law and shall be Vice President's exclusive right to any conference or hearing otherwise required by law. Vice President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Vice President's administrative remedies and then authorizes Vice President to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Vice President. Upon expiration of Vice President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Vice President to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to Vice President.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Vice President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Vice President solely upon written notice to Vice President and Vice President shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Vice President receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Vice President if Vice President is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Vice President against charges involving abuse of office or position and Vice President is then convicted of such charges, Vice President shall fully reimburse the District all funds expended for Vice President's criminal defense.

15. Tax/Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Vice President. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Vice President or any designated beneficiary, heirs, administrators, executors, successors or assigns of Vice President. Vice President shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Vice President agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

16. Management Hours. The demands of Vice President's position require more than eight (8) hours a day and/or forty (40) hours per work week. Vice President is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17. Application of Board Policy. Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees shall also apply to the Vice President.

18. General Terms.

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

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

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.


I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Vice President has signed his/her name signifying acceptance of the terms of this agreement.

By: _____ Date: _____
Ms. Marilyn Gustafson, Governing Board
Monterey Peninsula Community College District

By: _____ Date: _____
Dr. Walter Tribley, Superintendent/President
Monterey Peninsula Community College District

By:  Date: 5/9/18
Ms. Rebecca Michael, Vice President of Advancement

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018
Board Meeting Date

New Business Agenda Item No.H

Human Resources
College Area

Proposal:

That the Governing Board approves the employment agreement with Mr. Laurence E. Walker to serve as the Interim Vice President of Student Services from July 1, 2018 through October 4, 2019.

Background:

Mr. Walker has served as the Interim Vice President of Student Services since October 5, 2017. This new employment contract will extend his appointment as Interim Vice President through October 4, 2019. Mr. Walker will be placed at step 5 on the Vice President row of the Administrative Salary Schedule.

The District will conduct a search for the position of Vice President of Student Services. Following an open and thorough recruitment and search process, the final candidate for the position is expected to begin employment with the District prior to October 4, 2019.

Budgetary Implications:

Included in budget for 2018-2019.

[X] RESOLUTION: BE IT RESOLVED, that the Governing Board approves the employment agreement with Mr. Laurence E. Walker to serve as the Interim Vice President of Student Services from July 1, 2018 through October 4, 2019.

Recommended By: [Signature: Walt a. Tribley]
Dr. Walter Tribley, Superintendent/President

Prepared By: [Signature: Susan Kitagawa]
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval: [Signature: Walt a. Tribley]
Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Mr. Laurence E. Walker (“Interim Vice President for Student Services”) and the Board of Trustees of the Monterey Peninsula Community College District.

The Board hereby employs the Interim Vice President for Student Services in a acting management position, pursuant to Section 72411 subdivisions (a) and (d) of the Education Code. The Interim Vice President for Student Services accepts such employment, in accordance with the following terms and conditions:

1. **Term of Employment.** This Agreement shall be effective as of July 1, 2018 and shall end no later than October 4, 2019. The intent of the Parties is for the Interim Vice President for Student Services to serve in an interim capacity until an individual is employed and begins to serve in the permanent position of Vice President for Student Services. This Agreement may be extended beyond or may be terminated prior to October 4, 2019, as mutually agreed to by both Parties. This Agreement may also be terminated in accordance with Paragraph 12.

Under the direction of the Superintendent/President, the Interim Vice President for Student Services shall be responsible for performing the day-to-day functions of the position as may be assigned by the Superintendent/President.

2. **Return to Former Position.** The Interim Vice President for Student Services has been serving as Dean of Student Services pursuant to a contract with a term from July 1, 2017 through June 30, 2019. While serving as the Interim Vice President for Student Services, only the terms of this Interim Vice President for Student Services agreement shall govern. Upon the termination of this agreement for any reason, the Interim Vice President for Student Services shall return to his position of Dean of Student Services for the remainder of the term of that contract and pursuant to the terms and conditions of that contract.
3. **Salary.** Interim Vice President’s salary shall be based on the 2018-2019 administrative salary schedule Step 5, Vice President row which is currently at a monthly rate of \$12,560.00. If this agreement is terminated prior to October 4, 2019, and the Interim Vice President has not completed the month in which the termination occurs, the monthly salary shall be pro-rated and disbursed at the next regular pay period. If the salary schedule for this position is modified, Mr.

Walker's salary will be adjusted accordingly. Compensation shall be paid in accordance with applicable laws, rules and regulations.

4. **Negotiations Stipend.** Interim Vice President will also receive a stipend equal to 5% of Vice President's salary for serving on District negotiating team(s) in accordance with the Administrative Salary Schedule. If this agreement is terminated prior to October 4, 2019 and the Interim Vice President has not completed the month in which the termination occurs, the monthly salary shall be pro-rated and disbursed at the next regular pay period. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.
5. **Additional Responsibility Stipend.** Interim Vice President will also receive a stipend equal to 10% of Vice President's salary for performing additional duties associated with overseeing areas of responsibility for the position of Dean of Student Services. If this agreement is terminated prior to October 4, 2019, and the Interim Vice President has not completed the month in which the termination occurs, the monthly salary shall be pro-rated and disbursed at the next regular pay period. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.
6. **Health Benefits.** Vice President shall receive the same health and welfare benefits provided to all other administrative personnel.
7. **Car Allowance.** District will provide a \$200.00 per month car allowance to Interim Vice President. The allowance shall be payable in monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.
8. **Personal Expense Allowance and Reimbursement.** The District will provide a \$200.00 per month "personal expense allowance" to the Interim Vice President. As with the salary installments, this amount will be payable on the normal payroll date of each calendar month. This "personal expense allowance" is intended to cover necessary expenses incurred in the course and scope of employment related to expenses incurred with travel in the district, including food and other travel expenses. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

The District shall reimburse Interim Vice President for actual and necessary expenses incurred within the course and scope of Vice President's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, Interim Vice President shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

9. **Cell Phone Allowance.** In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Interim Vice President an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.
10. **Vacation.** Interim Vice President shall accrue vacation at the rate of 1.833 days per month for the term of this agreement and may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 7341 shall apply to vacation. In the event of termination of employment, Vice President shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.
11. **Sick leave** Interim Vice President shall accrue sick leave at the rate of 1.0 days per month. Unused sick leave shall not be paid upon separation from the District.
12. **Termination.** This contract may be terminated by the Interim Vice President for Student Services or the Board with thirty (30) days written notice.
13. This contract may not be assigned without the consent of the Board.
14. This assignment is temporary and provides no eligibility to permanent status with the Monterey Peninsula Community College District.
15. To the extent applicable, this Agreement is subject to the provisions of Government Code Sections 53243-53243.4 which require reimbursement under the circumstances stated therein.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation, venue shall be in the Superior Court for the County of Monterey, State of California.
17. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement. This Agreement is intended by the parties to be the sole instrument governing the relationship between the parties unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or to the Board/Interim Vice President for Student Services relationship.
18. This Agreement may be modified or superseded only by a written instrument executed by both of the parties.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date this agreement is signed by both parties.

By: _____ Date: _____
Ms. Marilyn Gustafson, Governing Board
Monterey Peninsula Community College District

By: _____ Date: _____
Dr. Walter Tribley, Superintendent/President
Monterey Peninsula Community College District

By: Laurence Walker Date: 5/14/18
Mr. Laurence E. Walker, Interim Vice President for Academic Affairs
cc: Personnel File

Monterey Peninsula Community College District
Governing Board Agenda

May 23, 2018

Office of the Superintendent/President
College Area

New Business Agenda Item No.1

Proposal:

That the Governing Board approves the employment agreement with Ms. Judith Cutting to continue serving as the Dean of Instruction from July 1, 2018 through June 30, 2020.

Background:

Ms. Judith Cutting has been employed by the Monterey Peninsula Community College District as Dean of Instruction from July 17, 2017 to the present.

The renewal of Ms. Cutting's contract will be effective July 1, 2018 through June 30, 2020. This represents a two year employment contract. Ms. Cutting's salary placement is Dean Row, Step 5 on the Administrative Salary Schedule.

Budgetary Implications:

This position is funded by the Strong Workforce Program and is included in the 2018-2019 budget.

RESOLUTION: BE IT RESOLVED, that the Governing Board approves the employment agreement with Ms. Judith Cutting to continue serving as Dean of Instruction effective July1, 2018 through June 30, 2020.

Recommended By: Walt a Tribley
Dr. Walter Tribley, Superintendent/President

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

Agenda Approval: Walt a Tribley
Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made and entered into by and between the Monterey Peninsula Community College District ("District"), acting by and through its Governing Board ("Board"), and Ms. Judith Cutting ("Dean").

WITNESSETH

1. Term of Employment. Dean is hereby employed in the position of Dean of Instruction for the period commencing on July 1, 2018 and ending on June 30, 2020, subject to earlier termination pursuant to the terms of this Agreement.

2. Salary. Dean's monthly salary shall be \$11,340.00 or annual salary of \$136,080.00 which represents Dean Row, Step 5 on the Administrative Salary Schedule. The Board may increase the salary schedule at any time during this Agreement and such change to the salary schedule shall not constitute a new contract or Agreement, not extend the term of this Agreement. Dean's salary shall reflect any changes in the Administrative Salary Schedule. Dean's salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions.

3. Stipends. Dean will also receive a stipend equal to 5% of Dean's salary for each District negotiating team(s) she serves on in accordance with the Administrative Salary Schedule. The stipends shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

4. Health Benefits. Dean shall receive the same health and welfare benefits provided to all other administrative personnel.

5. Cell Phone Allowance. In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Dean an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

6. Expense Reimbursement. The District shall reimburse Dean for actual and necessary expenses incurred within the course and scope of Dean's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement.

For reimbursement, Dean shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

8. Work Year. The work year for Dean shall be a twelve month year.

9. Vacation. Dean may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 7341 shall apply to vacation. In the event of termination of employment, Dean shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

10. Sick Leave. In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 87782, Dean shall accrue sick leave at the rate of twelve (12) days per contract year.

11. Duties/Responsibilities. Dean shall competently perform all of Dean's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Vice President of Academic Affairs. During the term of this Agreement, Dean may be assigned or reassigned to any duties or positions for which Dean possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

13. Evaluation. The Vice President of Academic Affairs may evaluate and assess in writing the performance of Dean at any time, and shall do so at least once a year during the term of this Agreement.

14. Termination. District and Dean agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Dean.

B. Resignation. Dean may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Dean in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Dean for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Dean's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as

defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Dean and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Dean disputes the charges, Dean shall then be entitled to a conference before the Board in closed session. Dean and the Board shall each have the right to be represented by counsel at their own expense. Dean shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Dean believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Dean with a written decision. The decision of the Board shall be final.

Dean's conference before the Board shall be deemed to satisfy Dean's entitlement to due process of law and shall be Dean's exclusive right to any conference or hearing otherwise required by law. Dean waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Dean's administrative remedies and then authorizes Dean to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Dean. Upon expiration of Dean's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Dean to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to Dean.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Dean has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Dean solely upon written notice to Dean and Dean shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Dean receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Dean if Dean is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Dean against charges involving abuse of office or position and Dean is then convicted of such charges, Dean shall fully reimburse the District all funds expended for Dean's criminal defense.

15. Tax/Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Dean. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Dean or any designated beneficiary, heirs, administrators, executors, successors or assigns of Dean. Dean shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Dean agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

16. Management Hours. The demands of Dean's position require more than eight (8) hours a day and/or forty (40) hours per work week. Dean is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17. Application of Board Policy. Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees shall also apply to the Dean.

18. General Terms.

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

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

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver,

benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Dean has signed his/her name signifying acceptance of the terms of this agreement.

By: _____ Date: _____
Ms. Marilyn Gustafson, Chair, Governing Board
Monterey Peninsula Community College District

By: _____ Date: _____
Dr. Walter Tribbley, Superintendent/President
Monterey Peninsula Community College District

By:  _____ Date: 5/14/2018
Ms. Judith Cutting, Dean of Instruction

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.J

Office of Superintendent/President
College Area

Proposal:

That the Governing Board approves the employment agreement with Dr. Christine Erickson to continue serving as the Dean of Student Services from July 1, 2018 through June 30, 2020.

Background:

Dr. Christine Erickson has been employed by the Monterey Peninsula Community College District as Dean of Student Services from July 24, 2017 to the present.

The renewal of Dr. Erickson's contract will be effective July 1, 2018 through June 30, 2020. This represents a two year employment contract. Dr. Erickson's salary placement is Dean Row, Step 5 on the Administrative Salary Schedule.

Budgetary Implications:

This position is funded by 85% Student Equity and 15% unrestricted general funds and is included in the 2018-2019 budget.

RESOLUTION: BE IT RESOLVED, that the Governing Board approves the employment agreement with Dr. Christine Erickson to continue serving as the Dean of Student Services from July 1, 2018 through June 30, 2020.

Recommended By:

Walter Tribley
Dr. Walter Tribley, Superintendent/President

Prepared By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

Walter Tribley
Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement (“Agreement”) is made and entered into by and between the Monterey Peninsula Community College District (“District”), acting by and through its Governing Board (“Board”), and Dr. Christine Erickson (“Dean”).

WITNESSETH

1. Term of Employment. Dean is hereby employed in the position of Dean of Student Services for the period commencing on July 1, 2018 and ending on June 30, 2020, subject to earlier termination pursuant to the terms of this Agreement.

2. Salary. Dean’s monthly salary shall be \$11,340.00 or annual salary of \$136,080.00 which represents Dean Row, Step 5 on the Administrative Salary Schedule. The Board may increase the salary schedule at any time during this Agreement and such change to the salary schedule shall not constitute a new contract or Agreement, not extend the term of this Agreement. Dean’s salary shall reflect any changes in the Administrative Salary Schedule. Dean’s salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. Dean will be eligible to receive a monthly stipend for an earned doctorate from an accredited institution per the administrative salary schedule.

3. Stipends. Dean will also receive a stipend equal to 5% of Dean’s salary for each District negotiating team(s) she serves on in accordance with the Administrative Salary Schedule.). The stipends shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

A monthly bonus of \$247 will be awarded for an earned doctorate from an accredited institution.

4. Health Benefits. Dean shall receive the same health and welfare benefits provided to all other administrative personnel.

5. Cell Phone Allowance. In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Dean an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

6. Expense Reimbursement. The District shall reimburse Dean for actual and necessary expenses incurred within the course and scope of Dean's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, Dean shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

8. Work Year. The work year for Dean shall be a twelve month year.

9. Vacation. Dean may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 7341 shall apply to vacation. In the event of termination of employment, Dean shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

10. Sick Leave. In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 87782, Dean shall accrue sick leave at the rate of twelve (12) days per contract year.

11. Duties/Responsibilities. Dean shall competently perform all of Dean's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Vice President of Student Services. During the term of this Agreement, Dean may be assigned or reassigned to any duties or positions for which Dean possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

13. Evaluation. The Vice President of Student Services may evaluate and assess in writing the performance of Dean at any time, and shall do so at least once a year during the term of this Agreement.

14. Termination. District and Dean agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Dean.

B. Resignation. Dean may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Dean in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Dean for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Dean's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Dean and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Dean disputes the charges, Dean shall then be entitled to a conference before the Board in closed session. Dean and the Board shall each have the right to be represented by counsel at their own expense. Dean shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Dean believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Dean with a written decision. The decision of the Board shall be final.

Dean's conference before the Board shall be deemed to satisfy Dean's entitlement to due process of law and shall be Dean's exclusive right to any conference or hearing otherwise required by law. Dean waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Dean's administrative remedies and then authorizes Dean to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Dean. Upon expiration of Dean's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Dean to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to Dean.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Dean has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Dean solely upon written notice to Dean and Dean shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Dean receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such

paid leave or cash settlement shall be fully reimbursed to the District by Dean if Dean is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Dean against charges involving abuse of office or position and Dean is then convicted of such charges, Dean shall fully reimburse the District all funds expended for Dean's criminal defense.

15. Tax/Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Dean. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Dean or any designated beneficiary, heirs, administrators, executors, successors or assigns of Dean. Dean shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Dean agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

16. Management Hours. The demands of Dean's position require more than eight (8) hours a day and/or forty (40) hours per work week. Dean is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17. Application of Board Policy. Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees shall also apply to the Dean.

18. General Terms.

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

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

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Dean has signed his/her name signifying acceptance of the terms of this agreement.

By: _____ Date: _____
Ms. Marilynn Gustafson, Chair, Governing Board
Monterey Peninsula Community College District

By: _____ Date: _____
Dr. Walter Tribley, Superintendent/President
Monterey Peninsula Community College District

By: Christine Erickson _____ Date: 5/10/18
Dr. Christine Erickson, Dean of Student Services

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.K

Human Resources
College Area

Proposal:

That the Governing Board approves the employment agreement between the Monterey Peninsula Community College District and Dr. Catherine Webb to continue serving as the Interim Dean of Planning, Research and Institutional Effectiveness (PRIE), for the period of July 1, 2018 through June 30, 2019.

Background:

Dr. Catherine Webb will have served as the Interim Dean of PRIE from July 1, 2017 through June 30, 2018. The new employment contract will extend her appointment as Interim Dean through June 30, 2019. Dr. Webb is placed at Dean Row, Step 5 of the Administrative Salary Schedule.

The District will conduct a search for the position of Dean of PRIE. The final candidate for the position of Dean of PRIE is expected to begin July 2019 following an open and thorough recruitment and search process.

Budgetary Implications:

The position is funded by 85% Student Equity Funds and 15% unrestricted funds and is included in the 2018-2019 budget.

- RESOLUTION: BE IT RESOLVED**, that the Governing Board approves the employment agreement between the Monterey Peninsula Community College District and Dr. Catherine Webb to continue serving as the Interim Dean of Planning, Research and Institutional Effectiveness (PRIE), for the period of July 1, 2018 through June 30, 2019.

Recommended By:

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

Prepared By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

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



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

AGREEMENT

This agreement is made and entered into by and between the Monterey Peninsula Community College District, acting by and through the Governing Board of Said Monterey Peninsula Community College District, hereinafter referred to as the District, and Dr. Catherine Webb, hereinafter referred to as the Interim Dean of Planning, Research and Institutional Effectiveness (PRIE).

WITNESSETH

Length of Contract and Compensation: That the District agrees to elect and employ and hereby does elect and employ Dr. Catherine Webb as Interim Dean of PRIE of the Monterey Peninsula Community College District. The term of employment is to commence on the 1st day of July 2018 and end on the 30th day of June 2019, at a monthly rate of \$11,340.00 per month or an annual rate of \$136,080.00, which represents Dean Row, Step 5, on the Administrative Salary Schedule. This amount will be payable on the normal payroll date of each calendar month, less applicable taxes and deductions. The rate is also subject to any increases to the Administrative Salary Schedule during the term of this agreement.

Unless otherwise specified, all health and welfare benefits granted the Administration will also be granted to the Interim Dean.

The District agrees to pay, in accordance with District policy, the actual and necessary travel and conference expenses incurred by the Interim Dean when performing services for the District outside of said District.

Stipend: A monthly bonus of \$247 will be awarded for an earned doctorate from an accredited institution.

Vacation: That the Interim Dean shall earn vacation at the rate of 1.833 days per month, which may be taken at any time agreeable to both parties. In the event of termination of employment, the Interim Dean shall be entitled to compensation for earned and unused vacation.

Sick Leave: That in addition to any accrued sick leave forwarded from another California school or community college district under Education Code section 87782, the

Interim Dean shall be credited with sick leave at the rate of one day per month per the length of this employment contract.

Cell Phone Allowance. In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Interim Dean an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

Responsibilities: That it is hereby further mutually understood and agreed by and between the parties hereto, as follows:

- 1) That Dr. Catherine Webb accepts said employment for the term and at the compensation stated above and agrees to perform the duties of Interim Dean of PRIE at the Monterey Peninsula Community College District, whether such duties are imposed by law or required by the District.
- 2) That Dr. Catherine Webb shall devote her full time to the performance of the duties of Interim Dean of PRIE of the Monterey Peninsula Community College District.

Termination: That the District and the Interim Dean of PRIE agree to the following provisions:

- 1) Mutual Consent. This agreement may be terminated at any time by mutual consent of the District and the Interim Dean of PRIE.
- 2) Resignation. The Interim Dean of PRIE may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.
- 3) Termination for Cause. The Superintendent/President, upon approval of the Board, may terminate the employment of the Interim Dean of PRIE for cause as enumerated in Education Code sections 87732 and 87735.

General: Unless otherwise specified, Governing Board policies for Management, Supervisory, and Confidential Employees shall also apply to the Interim Dean of PRIE.

The terms of the agreement are subject to change by mutual written agreement of the parties hereto.

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair and its Superintendent/President, both of whom are duly authorized, and Dr. Webb

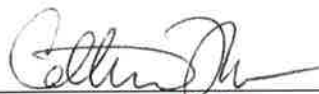
has signed her name signifying acceptance of the terms of this agreement.

By: _____
Ms. Marilyn Gustafson, Chair Governing Board
Monterey Peninsula Community College District

Date: _____

By: _____
Dr. Walter Tribble, Superintendent/President
Monterey Peninsula Community College District

Date: _____

By:  _____
Dr. Catherine Webb, Interim Dean, Planning, Research
And Institutional Effectiveness

Date: 5/14/18

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.L

Office of Superintendent/President
College Area

Proposal:

That the Governing Board approves the employment agreement with Dr. Cathryn Wilkinson to continue serving as the Dean of Instruction from July 1, 2018 through June 30, 2020.

Background:

Dr. Cathryn Wilkinson has been employed by the Monterey Peninsula Community College District as Dean of Instruction from July 17, 2017 to the present.

The renewal of Dr. Wilkinson's contract will be effective July 1, 2018 through June 30, 2020. This represents a two year employment contract. Dr. Wilkinson's salary placement is Dean Row, Step 5 on the Administrative Salary Schedule.

Budgetary Implications:

This position is funded by unrestricted general funds and is included in the 2018-2019 budget.

- RESOLUTION: BE IT RESOLVED**, that the Governing Board approves the employment agreement with Dr. Cathryn Wilkinson to continue serving as the Dean of Instruction from July 1, 2018 through June 30, 2020.

Recommended By:

Walt a Tribly
Dr. Walter Tribley, Superintendent/President

Prepared By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

Walt a Tribly
Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made and entered into by and between the Monterey Peninsula Community College District ("District"), acting by and through its Governing Board ("Board"), and Dr. Cathryn Wilkinson ("Dean").

WITNESSETH

1. Term of Employment. Dean is hereby employed in the position of Dean of Instruction for the period commencing on July 1, 2018 and ending on June 30, 2020, subject to earlier termination pursuant to the terms of this Agreement.

2. Salary. Dean's monthly salary shall be \$11,340.00 or annual salary of \$136,000.00 which represents Dean Row, Step 5 on the Administrative Salary Schedule. The Board may increase the salary schedule at any time during this Agreement and such change to the salary schedule shall not constitute a new contract or Agreement, not extend the term of this Agreement. Dean's salary shall reflect any changes in the Administrative Salary Schedule. Dean's salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. Dean will be eligible to earn a monthly stipend for an earned doctorate from an accredited institution per the administrative salary schedule.

3. Stipends. Dean will also receive a stipend equal to 5% of Dean's salary for each District negotiating team(s) she serves on in accordance with the Administrative Salary Schedule. The stipends shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

A monthly bonus of \$247 will be awarded for an earned doctorate from an accredited institution.

4. Health Benefits. Dean shall receive the same health and welfare benefits provided to all other administrative personnel.

5. Cell Phone Allowance. In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Dean an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

6. Expense Reimbursement. The District shall reimburse Dean for actual and necessary expenses incurred within the course and scope of Dean's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, Dean shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

8. Work Year. The work year for Dean shall be a twelve month year.

9. Vacation. Dean may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 7341 shall apply to vacation. In the event of termination of employment, Dean shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

10. Sick Leave. In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 87782, Dean shall accrue sick leave at the rate of twelve (12) days per contract year.

11. Duties/Responsibilities. Dean shall competently perform all of Dean's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Vice President of Academic Affairs. During the term of this Agreement, Dean may be assigned or reassigned to any duties or positions for which Dean possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

13. Evaluation. The Vice President of Academic Affairs may evaluate and assess in writing the performance of Dean at any time, and shall do so at least once a year during the term of this Agreement.

14. Termination. District and Dean agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Dean.

B. Resignation. Dean may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Dean in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Dean for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Dean's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Dean and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Dean disputes the charges, Dean shall then be entitled to a conference before the Board in closed session. Dean and the Board shall each have the right to be represented by counsel at their own expense. Dean shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Dean believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Dean with a written decision. The decision of the Board shall be final.

Dean's conference before the Board shall be deemed to satisfy Dean's entitlement to due process of law and shall be Dean's exclusive right to any conference or hearing otherwise required by law. Dean waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Dean's administrative remedies and then authorizes Dean to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Dean. Upon expiration of Dean's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Dean to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to Dean.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Dean has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Dean solely upon written notice to Dean and Dean shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Dean receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Dean if Dean is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Dean against charges involving abuse of office or position and Dean is then convicted of such charges, Dean shall fully reimburse the District all funds expended for Dean's criminal defense.

15. Tax/Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Dean. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Dean or any designated beneficiary, heirs, administrators, executors, successors or assigns of Dean. Dean shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Dean agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

16. Management Hours. The demands of Dean's position require more than eight (8) hours a day and/or forty (40) hours per work week. Dean is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17. Application of Board Policy. Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees shall also apply to the Dean.

18. General Terms.

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

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

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

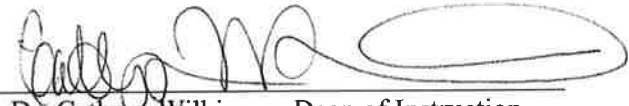
I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Dean has signed his/her name signifying acceptance of the terms of this agreement.

By: _____ Date: _____
Ms. Marilynn Gustafson, Chair, Governing Board
Monterey Peninsula Community College District

By: _____ Date: _____
Dr. Walter Tribley, Superintendent/President
Monterey Peninsula Community College District

By:  Date: 5-13-18
Dr. Cathryn Wilkinson, Dean of Instruction

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.M

Human Resources
College Area

Proposal:

That the Monterey Peninsula Community College District's (District) initial proposal to the Monterey Peninsula College School Employees Association, Chapter #245, MPCEA/CSEA (MPCEA) for interest based bargaining to take place on 2018-2019 reopener subjects be presented, and that a public hearing be held.

Background:

The current agreement between Monterey Peninsula Community College District and California School Employees Association, Chapter #245, MPCEA/CSEA expires on June 30, 2020. Governing Board Policy 2610 implements Government Code Section 3547 that requires public notice of matters to be negotiated. In accordance with the aforementioned policy and code, the Governing Board must, following the presentation of and public comment on the employee proposal, present its initial proposal for negotiations for reopeners and receive public comment at an open board meeting prior to formal adoption of the proposal.

In accordance with special provisions for Interest Based Bargaining, the initial proposal for this period is in the form of interests for discussion. The proposal is attached for information.

Budgetary Implications:

The outcome of negotiated agreements will determine any budgetary implications.

- PUBLIC HEARING:** Initial proposal of Monterey Peninsula Community College District to for reopeners for 2018-2019 interest based bargaining with the Monterey Peninsula College School Employees Association, Chapter #245.

Recommended By:



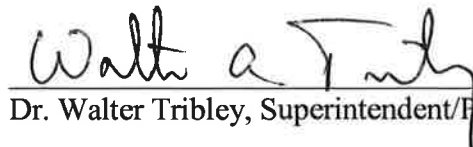
Laurence Walker, Dean of Student Services

Prepared By:



Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
INITIAL PROPOSAL TO
MONTEREY PENINSULA COLLEGE EMPLOYEES ASSOCIATION, CHAPTER #245
(MPCEA/CSEA)

The collective bargaining interests identified herein by the Monterey Peninsula Community College District (District) are hereby presented pursuant to the Educational Employment Relations Act. It is the intention of the District to bargain in good faith over the interests submitted by the respective parties to the MPCEA/CSEA Collective Bargaining Agreement.

In December 2017, the District and California School Employees Association Chapter #245 MPCEA/CSEA (the Parties) agreed to a successor agreement for the period July 1, 2017 through June 30, 2020. In recognition of Article XXIII Duration, the Parties agreed to reopen the contract for the 2018-2019 year on Article IV Pay and Allowances and Article VII Health and Welfare. Additionally, the Parties agreed to reopen two additional articles each.

The District's interests include continuing negotiation for 2018-2019 on the following:

1. Article X Leaves

The District has an interest in reviewing and updating the provisions of the article to be in compliance with changing federal and state legislation.

2. Article IV Pay and Allowances

The District has an interest in offering competitive wages for all classified employees through institutional efficiencies.

3. Article VII Health and Welfare

The District has an interest in ensuring that its health and welfare programs are structurally adjusted to control the District's financial liabilities while ensuring that unit members continue to receive a generous benefit package.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No.N

Human Resources
College Area

Proposal:

That the Governing Board approves the Equal Employment Opportunity (EEO) Fund Multiple Measures Allocation Model Certification Form for fiscal year 2017-2018 to receive EEO restricted funds.

Background:

The California Code of Regulations, Title 5 Section 53000 et seq. allocates funds for the purposes of promoting EEO in hiring and employment practices.

To be eligible to receive EEO funds, districts must meet method #1 certifying that the district has a current board adopted EEO Plan, an EEO Advisory Group is established, and that the district submits an annual report on the use of the funds. In addition, the district must meet six (6) of the remaining eight (8) measures. This is an increase from five (5) measures for the 2016-2017 funding requirements. The Monterey Peninsula College EEO Advisory Committee met on March 15, 2018. The members reviewed and recommended the EEO Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2016-2017 be approved.

Following the review in April and approval in May by the Board of Trustees, the Equal Employment Opportunity Fund Multiple Measures Allocation Model Certification Form, Fiscal Year 2017-2018 will be submitted to the California Community College Chancellor's Office (CCCCO) for consideration for funding.

Budgetary Implications:

The amount of EEO funds that the College may receive from the CCCCCO for the purposes of promoting Equal Employment Opportunity practices in hiring and employment is unknown at this time. The funding is contingent on available funds and the number of community colleges that qualify for the funding.

RESOLUTION: BE IT RESOLVED that the Governing Board approves the Equal Employment Opportunity Fund Multiple Measures Allocation Model Certification Form for fiscal year 2017-2018 to receive EEO restricted funds.

Recommended By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Prepared By:

Susan Kitagawa
Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

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

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

District Name: Monterey Peninsula Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

- Yes
 No

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

- Yes
- Method 2 (Board policies and adopted resolutions)
 - Method 3 (Incentives for hard-to-hire areas/disciplines)
 - Method 4 (Focused outreach and publications)
 - Method 5 (Procedures for addressing diversity throughout hiring steps and levels)
 - Method 6 (Consistent and ongoing training for hiring committees)
 - Method 7 (Professional development focused on diversity)
 - Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)
 - Method 9 (Grow-Your-Own programs)
- No

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Susan Kitagawa Title: Associate Dean of Human Resources/EEO Officer
Signature:  Date: April 11, 2018

Chief Human Resources Officer

Name: Susan Kitagawa Title: Associate Dean of Human Resources/EEO Officer
Signature:  Date: April 11, 2018

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Dr. Walter A. Tribley Title: Superintendent/President
Signature: _____ Date: _____

President/Chair, District Board of Trustees

Date of governing board's approval/certification: May 28, 2018

Name: Ms. Marilyn Gustafson Title: President/Chair, Board of Trustees
Signature: _____ Date: _____

Date Due at the Chancellor's Office: June 1, 2018

Return to: Leslie LeBlanc lleblanc@cccco.edu; Office of the General Counsel
California Community Colleges; 1102 Q Street, Ste. 4400, Sacramento, CA 95811

Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form, Fiscal Year 2017-2018

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

- Yes**
 No

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Please provide an explanation and evidence of meeting this Multiple Method, #1.

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

The Equal Employment Opportunity (EEO) Plan for Monterey Peninsula Community College District (MPC) was approved by the Board of Trustees on May 25, 2016. It is currently valid through June 2019. The EEO Plan was submitted to the California Community College Chancellor's Office (CCCCO) in June of 2016.

Component 5 of the EEO Plan describes the EEO Advisory Committee's (EEOAC) diverse composition and responsibilities. This is a standing committee consisting of faculty, staff, administrators, students, and members of the community that meets regularly or twice each semester.

MPC annually submits the EEO Expenditures Report to the CCCCCO, in September, in compliance with Title 5, Section 53034.

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #2.

The Board of Trustees, President's Cabinet, the EEOAC and the President's Advisory Group have reviewed and/or approved the following EEO related Board Policies (BP) and Administrative Procedures (AP) since May 2016: BP/AP 3410 Nondiscrimination; BP/AP 3420 Equal Employment Opportunity; BP/AP 3430 Prohibition of Harassment; AP 3435 Discrimination and Harassment Complaints and Investigations; BP/AP 3540 Sexual and Other Assaults on Campus; BP 7100 Commitment to Diversity; BP/AP 7120 Recruitment and Hiring; and AP 7121 Recruitment and Hiring: Administrators and Managers.

In addition to AP 7121 Recruitment and Hiring: Administrators and Managers, MPC has hiring procedures for classified and full-time and part-time faculty.

The MPC mission statement includes its commitment to fostering student learning and achievement within its diverse community.

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #3.

MPC has maintained demographic data on its applicant pools and employee groups since 2008. The data is presented to the Board of Trustees and EEOAC on an annual basis.

More recently the demographics of applicant pools for administrative and full-time faculty recruitments have been tracked from the initial submission of application, minimum qualification screening, initial interviews, second interviews and hiring. Reasons for withdrawal of candidacy are also being tracked to determine patterns that may be addressed in the recruitment and hiring processes.

In 2016, some candidates expressed concern that the cost of traveling to the college for second interviews was a hardship. EEO Funds were allocated up to \$250 for reimbursement for costs related to second interviews for candidates traveling a distance of 250 miles or more one way. In reviewing the submissions for reimbursement for spring 2017, only 4 candidates qualified for the reimbursement and tended to spend more than the per person allocation. For 2018, all candidates attending second interviews will be eligible for reimbursements related to travel up to \$400.

Human Resources (HR) monitored the applications received after the first 30 days of the 60 day recruitment period for full-time faculty tenure track positions and contacted the chair and dean for recommendations for additional recruitment sources. Additional announcements were pursued in professional associations and websites to increase the applicant pool for the position of Librarian.

MPC reviews postings for all positions to eliminate local requirements that may create barriers for applicants. Minimum qualifications for faculty and administrative positions reflect Title 5 regulations.

For hard-to-hire positions, additional advertisement has been placed in professional and vocational websites and circulations. Extension of recruitment periods has also been used as a method to increase applicant pools for hard-to-hire positions for both faculty and classified positions.

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

Does the District meet Method #4 (Focused outreach and publications)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #4.

In 2016-2017, MPC invested in annual subscriptions for recruitment sources on the national and local levels. MPC asks all applicants where they learned about our job opportunities. Data was collected to determine the effectiveness of these sources. The data informed Human Resources of the successful and not as successful recruitment sources. Based on the data, it was determined to try new recruitment sources that targets underrepresented groups. Data was provided by JobElephant.com, a third party vendor who places MPC's ads. The data was based on the average number of hits an ad receives from the various recruitment sources. The new recruitment sources for 2017-2018 include: Latino in Higher Education, Journal of Blacks in Higher Ed, Hispanic Association of Colleges and Universities, and Historically Black Colleges and Universities Connect. Local recruitment sources include MontereyBayJobs, the Monterey Weekly, the Monterey Herald, Craigslist, CalJobs, and One Stop Monterey. State and national recruitment sources include: the Chronicle of Higher Ed, Higher Ed Jobs, Chronicle Vitae, CCC Registry, Ed Join and various UC's and CSU's.

MPC attends the California Community College Registry job fair in Northern California and local job fairs sponsored by CSU Monterey Bay and the communities of Monterey and Salinas.

Job descriptions for classified employees are reviewed through the annual reclassification process outlined in the collective bargaining agreement. Job descriptions for managers and administrators have been updated as needed.

The District's website and publications feature its diverse students and staff population. The Human Resources webpage provides links to the EEO Plan, Title IX webpage, MPC board policies and procedures, and the Unlawful Discrimination and Sexual Harassment Complaint Procedures.

The job application process requires the applicant to provide a statement addressing diversity and inclusion. All interviews include questions regarding the diverse backgrounds of students and or staff.

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #5.

The MPC EEO Plan and BP/AP 3420 Equal Employment Opportunity outline procedures for addressing diversity throughout the recruitment and hiring procedures. All job descriptions and postings are reviewed for local requirements to eliminate inadvertent adverse impact. Application scoring criteria, interview questions, and assessments are reviewed to ensure job relatedness and to eliminate bias.

Search committees for full-time faculty and administrators have an EEO Representative assigned to the committee who monitor the process to ensure that EEO laws and best practices are followed. The EEO Representatives receive an extended training beyond that received by committee members. HR Representatives facilitate all recruitment and search processes and attend committee meetings. EEO and HR Representatives report any inconsistencies in the process to the EEO Officer. The District reserves the right to delay, extend, or stop a search process if violations of laws or procedures exist.

The District investigates all complaints of unlawful discrimination in a timely manner.

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #6.

The EEO Plan, BP/AP 3420 Equal Employment Opportunity and the hiring procedures for all employees require committee members to participate in EEO training. The District provides consistent and ongoing training for hiring committees and EEO Representatives. The training is in compliance with Title 5 Section 53024.1 and includes a review of federal and state laws and regulations, the value of diversity, and the elimination of bias in interviews. The training also includes a summary of the hiring procedures.

As mentioned above, the EEO Officer provides additional training for EEO Representatives who monitor hiring processes for full-time faculty and administrative searches.

A representative from HR is assigned to each hiring committee to facilitate and monitor the search process. The representative attends all committee meetings, providing technical expertise and guidance throughout the process.

As necessary, the EEO Officer will attend committee meetings to assist in training or discussions. The EEO Officer is responsible for on-going training for the HR representatives. Training materials are reviewed and revised on an annual basis.

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

Does the District meet Method #7 (Professional development focused on diversity)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Flex activities at MPC are attended by all employees including classified, faculty, administrators, and Governing Board members. Dr. Veronica Neal was featured as the keynote speaker for Fall Flex. She is currently the faculty advisor to the Office of Equity, Social Justice, and Multicultural Education at De Anza College. She serves as the Department Chair of International Peace and Conflict Studies at De Anza College and teaches at San Francisco State University. The keynote address was entitled, "Equity Paxis: Putting the Values of Equity into Practice." There were two workshops following the address entitled, "Creating a 'Call-In' Culture for Advancing Equity."

Spring Flex featured a keynote address by the Safe Zone organization entitled, "Creating Campus Inclusion." Meg Bolger co-creator of The Safe Zone Project presented a training on creating LGBTQ awareness and ally training. The keynote address was followed by an interactive workshop.

Dr. Eugene Whitlock, Vice Chancellor of Human Resources at San Mateo Community College presented two workshops on the Benefits of Diversity and the Effects of Unconscious Bias in the Hiring Process. As the title implies, the training presented research exploring both the benefits of diversity and bias in the interview process. It was a timely compliment to the training search committees were undergoing.

A Faculty and Staff Advancement Award sponsored by the MPC Foundation will provide the funds for a classified employee to attend the 2018 conference "Diversity, Equity and Inclusive Democracy: The Inconvenient Truths" presented by the Association of American Colleges and Universities in March 2018.

**Equal Employment Opportunity Fund Multiple Method Allocation Model
Certification Form, Fiscal Year 2017-2018**

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

Yes

No

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Diversity is incorporated into the criteria for employee evaluations at MPC.

As a component of the evaluation process for the management team, consisting of administrators, managers, supervisors, and confidential employees, is a confidential feedback survey sent to a cross section of employees. One of the performance areas is "The management employee demonstrates sensitivity and the ability to work effectively with others from culturally different backgrounds." Employees are provided an overall score and any comments that were provided by survey participants.

One of the performance factors for classified employees is "Working Relationships/Attitude: Acts in a manner that reflects courtesy, civility, and appreciation of all diverse backgrounds. Establish and maintain effective work relationships."

Student evaluations for faculty includes criteria related to interactions with students, including "Shows respect to students" and "Considerate of students of diverse backgrounds (e.g. gender, culture, age, disability)". In addition, the "Guide for Faculty Self-Evaluation" for faculty includes the following component in Part A, "How re issues of diversity and multicultural themes incorporated into your course content?"

Does the District meet Method #9 (Grow-Your-Own programs)?

Yes

No

Monterey Peninsula Community College District
Governing Board Agenda

May 23, 2018

New Business Agenda Item No.0

Human Resources
College Area

Proposal:

That the Governing Board receive the Equal Employment Opportunity Annual Applicant Pool and Employee Demographics Report for 2017.

Background:

The Monterey Peninsula College Equal Employment Opportunity (EEO) Plan and California Code of Regulations, Title 5 §53004 require that the District annually review the workforce composition and monitor applicants on an ongoing basis. The purposes of the report are to evaluate the District's progress in implementing the EEO Plan, to provide data needed for analyses, and to determine whether any monitored group is underrepresented.

The report reviews the demographics of the applicant pools, hires, and overall employee workforce by job category for the calendar year 2017. It also provides an historical overview of the demographics of the employee workforce.

Budgetary Implications:

None.

INFORMATION: That the Governing Board receive the Equal Employment Opportunity Annual Applicant Pool and Employee Demographics Report for 2017.

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

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

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



MPC

MONTEREY
COLLEGE

PENINSULA

Equal Employment Opportunity
Annual Applicant Pool and
Employee Demographics Report

2017

"Equal employment opportunity" means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and fully enjoy the benefits of employment by a community college district. Ensuring equal employment opportunity is advanced in an inclusive environment that fosters cooperation, acceptance, democracy, and the free expression of ideas. An inclusive environment is welcoming to men and women, persons with disabilities, individuals from all ethnic groups, and individuals from all other groups protected from discrimination by this article.

Education Code Section 87101 (a)

**Commitment to
Equal
Employment
Opportunity**

Monterey Peninsula
College
Equal Employment
Opportunity Plan
2016-2019

Human Resources will annually survey the District's applicant pool and workforce composition to evaluate progress in implementing the plan, to provide data needed for longitudinal analysis and to determine if any group is underrepresented in recruitment, hiring, retention, and promotion.

*California Code of Regulations, Title 5
§53000(c)(6), §53004, and §53006*

Best Practices in Recruitment: Building the Applicant Pool

- Review all job postings for adverse impact
- Explore new recruitment sources and analyze effectiveness
- Broad and targeted recruitment
- Review of applicant pool during recruitment period to determine if additional advertising is needed
- Attend local the CCC Registry Job Fair
- Requirement for all positions require the applicant to demonstrate an understanding of, sensitivity to and appreciation for the academic, ethnic, socio-economic, disability and gender diversity of community college students in the application process

- **Full-time Faculty and Administrative Positions**
 - **Chronicle of Higher Ed Online and Print**
 - **Higher Ed Jobs.com**
 - **Inside Higher Ed**
 - **Latinos in Higher Education**
 - **Journal of Blacks in Higher Ed**
 - **Hispanic Association of Colleges and Universities**
 - **Historically Black Colleges and Universities Connect**
 - **UCSC/CSUMB Placement Centers**
- **Specialized Recruitments**
 - **Trade or professional organizations**
 - **List Serves**

Recruitment Sources

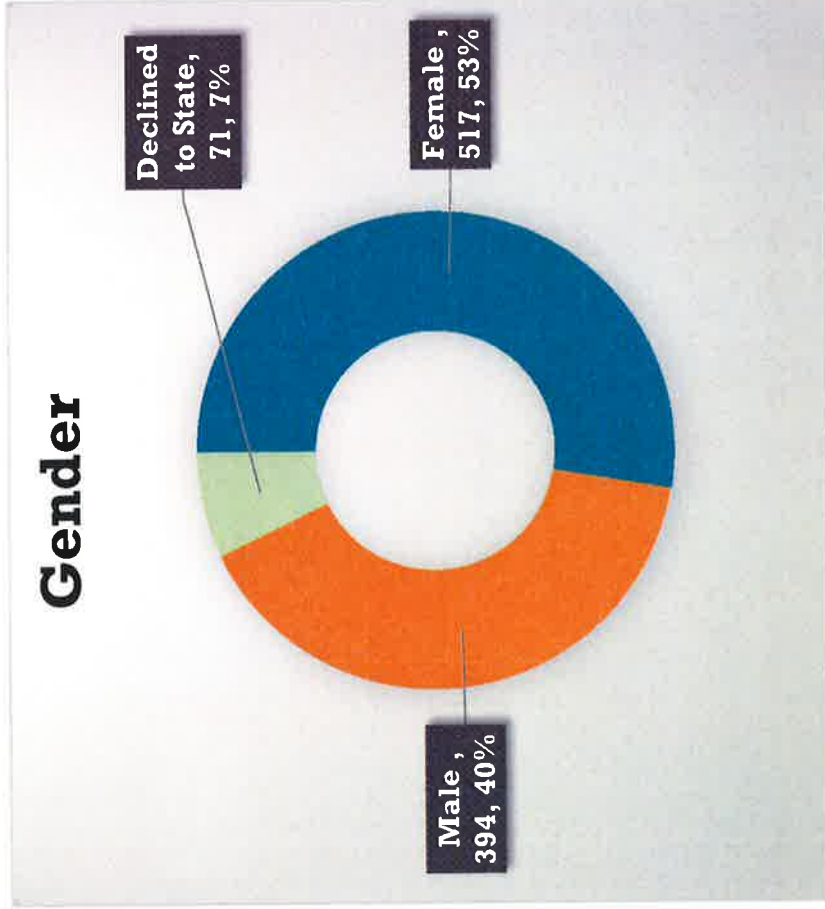
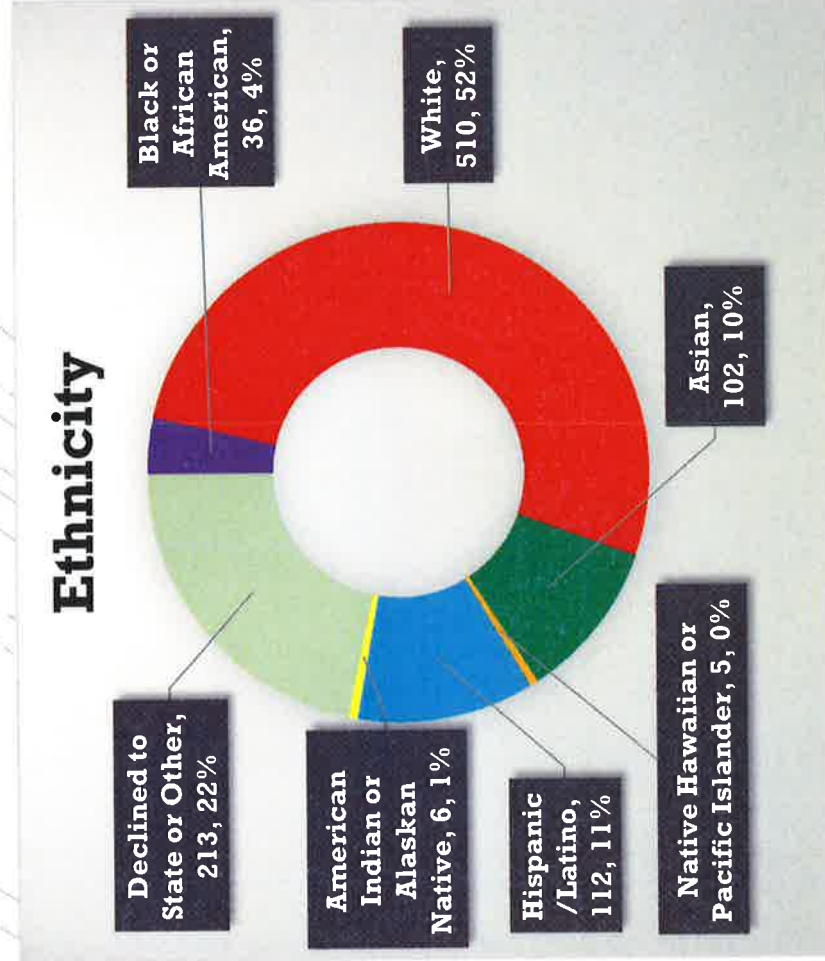
Recruitment Sources

- All
 - MPC Employment Site
 - Edjoin.org Monterey Herald
 - Monterey Weekly
 - BestofMontereyBay.Jobs
 - Craigslist
 - EDD/CalJobs
 - One Stop Career Centers
 - CCC Registry
 - ALL USERS emails
 - NEOGOV emails candidates who signed up for alerts
 - Regional and CCCC Job Fairs

Source of Application Pool Data

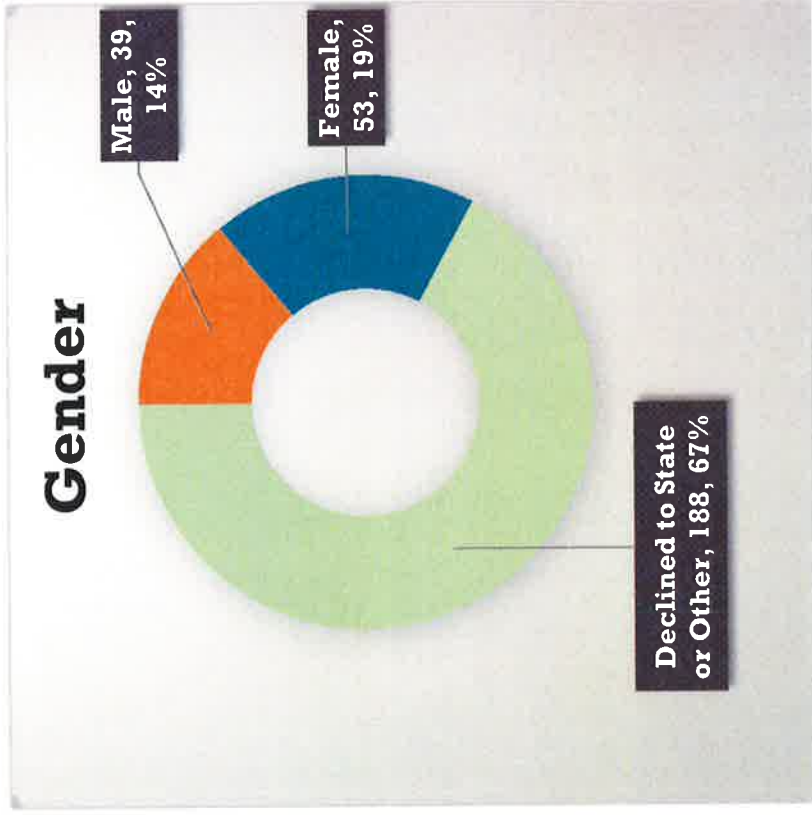
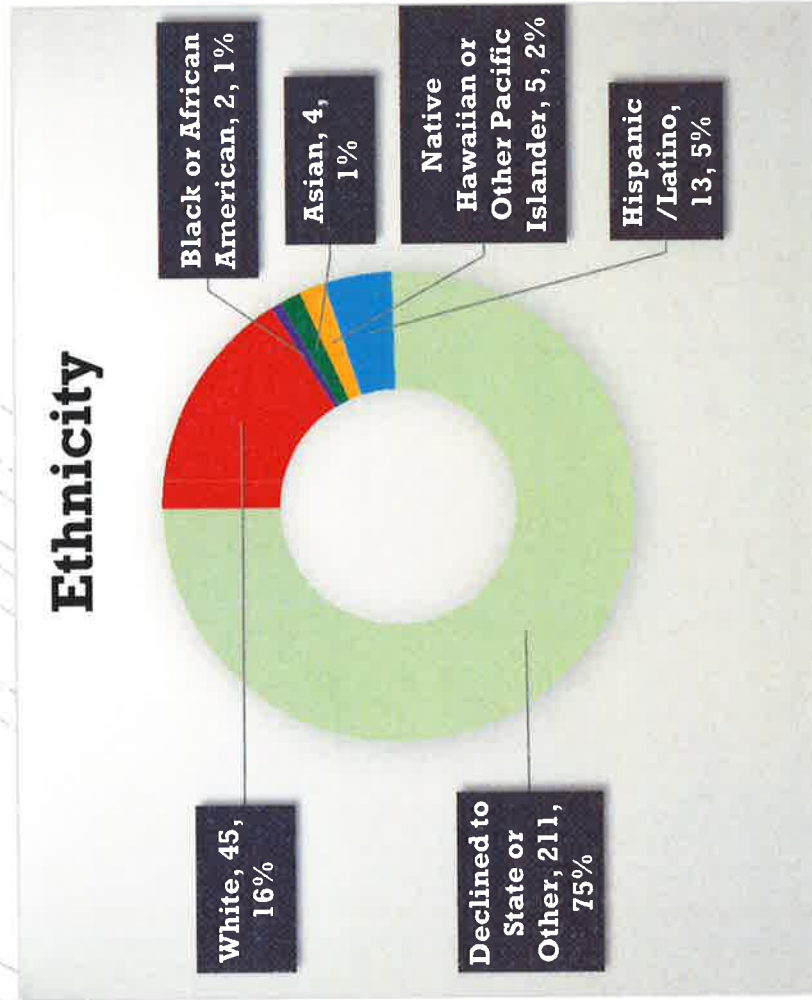
- As part of the application process, applicants are asked to self identify their ethnicity and gender. Data is extracted from NeoGov.
- “This data is collected for statistical purposes for determining our recruitment efforts. This information is confidential and remains separate from your application.”*
- Experienced challenges in collecting data for 2018 that have been addressed by developing standard procedures.

2017 Adjunct Applicant Pool



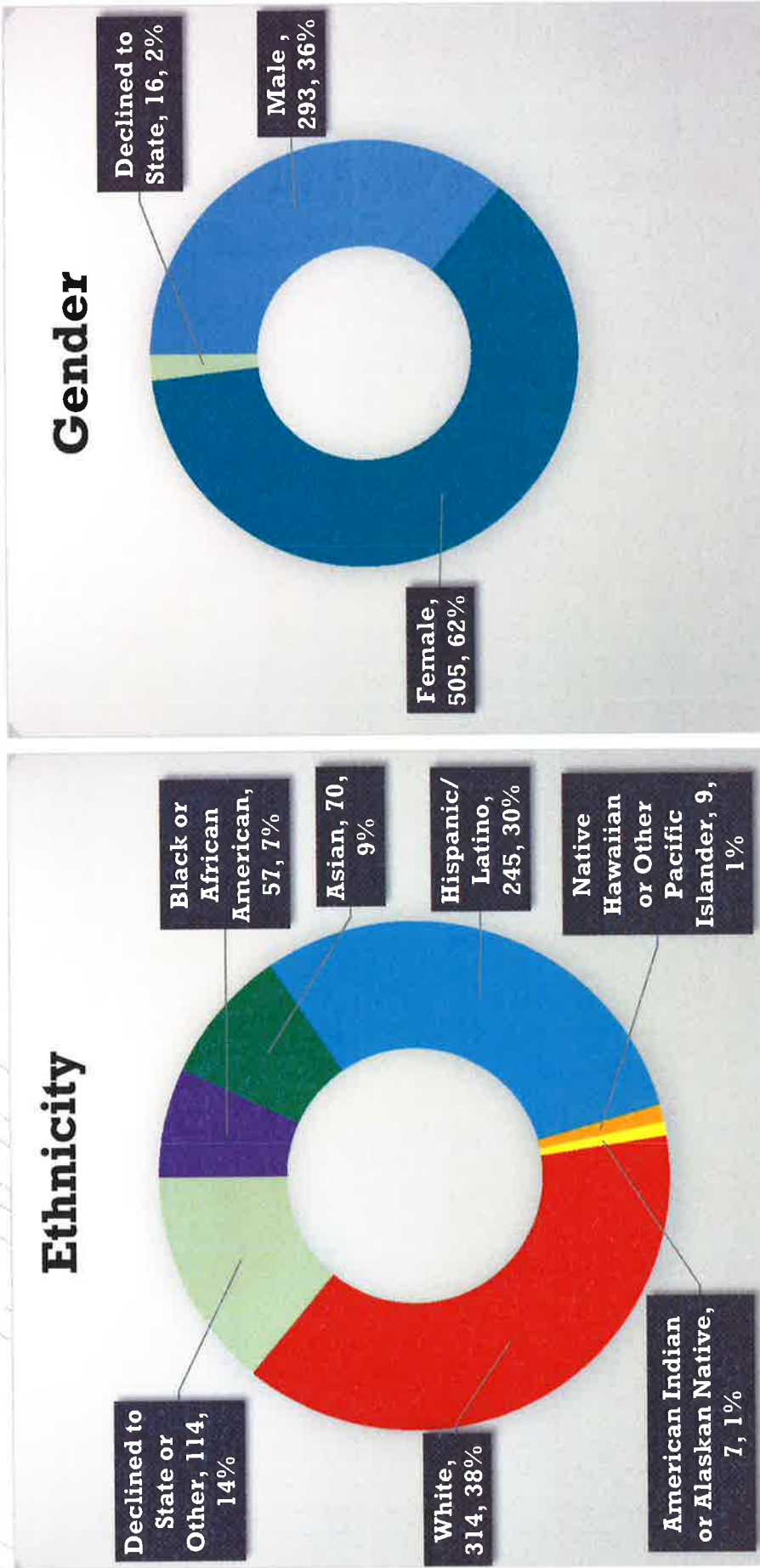
Represents 29 searches and 36 new hires.

2017 Full-Time Faculty Applicant Pool



Represents 5 full-time faculty searches and 7 new hires.

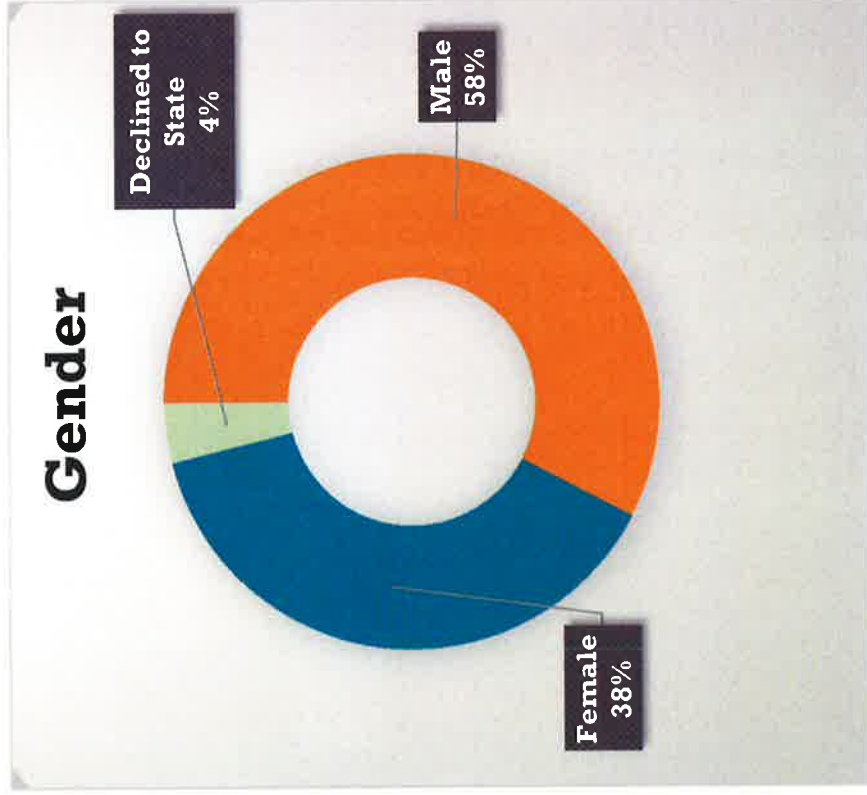
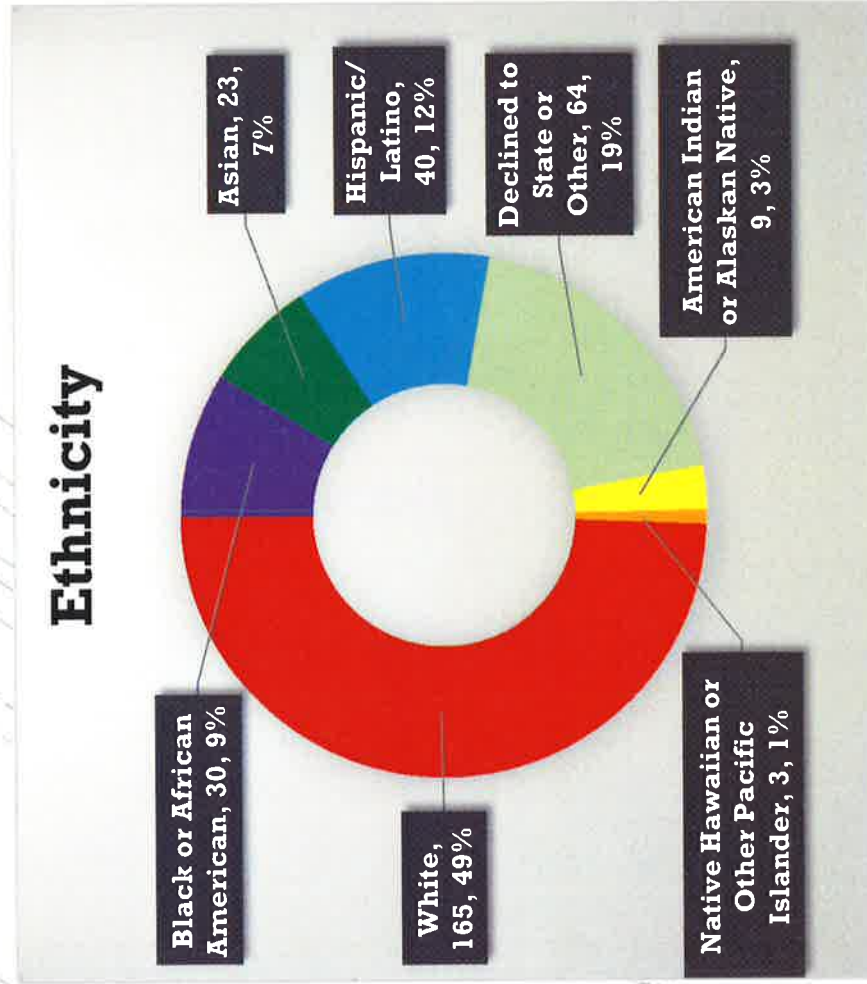
2017 Classified Applicant Pool



Represents 20 searches and 26 new hires.

2017 Administrator/Management Applicant Pool

11



Represents 7 searches and 7 new hires.

Best Practices in Hiring

- Review screening criteria, interview questions, and assessments, e.g. teaching demonstrations and skills tests
- Train all committee members and EEO Representatives on EEO laws and regulations, the benefits of diversity, and bias in interviews
- Track and analyze reasons candidates withdraw from search processes
- Conduct ongoing analyses of initial pools, qualified pools, candidate receiving interviews, finalists, and hires
- Review hiring procedures for all groups of employees

Faculty Diversity Improves Student Outcomes

A recent study at a Community College found that underrepresented minority students perform better when instructors are the same race or ethnicity. The achievement gap in classroom outcomes between underrepresented minority students and white students decreased by 20-50 percent. Factors considered were: more likely to pass a class, more likely to get a grade of B or higher in classes, and less likely to drop out of class.

Farlie, Robert W. Florian Hoffmann, and Philip Oreopoulos, 2014. "A Community College Instructor Like Me: Race and Ethnicity Interactions in the Classroom." *American Economic Review*, 104 (8):2567-91

Furthermore, the study found “evidence that an instructor’s race or ethnicity affects the likelihood of taking subsequent courses in the same subject and majoring in the subject.”

“The share of minority instructors in the first quarter also affects a student’s likelihood of retention and degree completion.”

The “results suggest that the academic achievement gap between white and underrepresented minority college student would decrease by hiring more underrepresented minority instructors.”¹.

I. Farlie, Robert W. Florian Hoffmann, and Philip Oreopoulos, 2014. “A Community College Instructor Like Me: Race and Ethnicity Interactions in the Classroom.” *American Economic Review*, 104 (8):2567-91

Faculty Diversity
Improves Student
Outcomes

A New Way to Look at Data

- Comparison of MPC Employees and MPC Student Population by Ethnicity, Gender, and Employee Group
- Comparison of MPC and State Employees by Ethnicity and Employee Group
- Comparison of MPC, State, and Surrounding Districts by Ethnicity and Employee Group

Special acknowledgement to the members of the Office of PRIE for creating the

Power BI presentation.

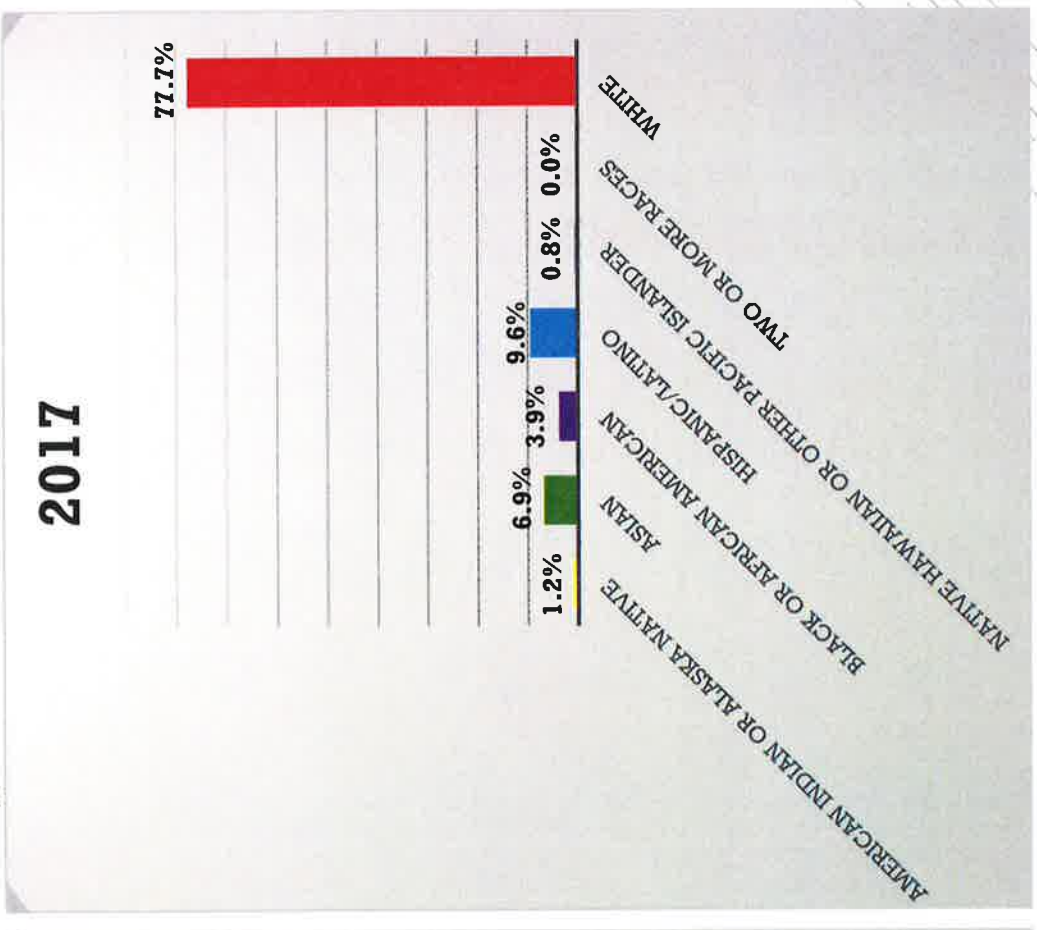
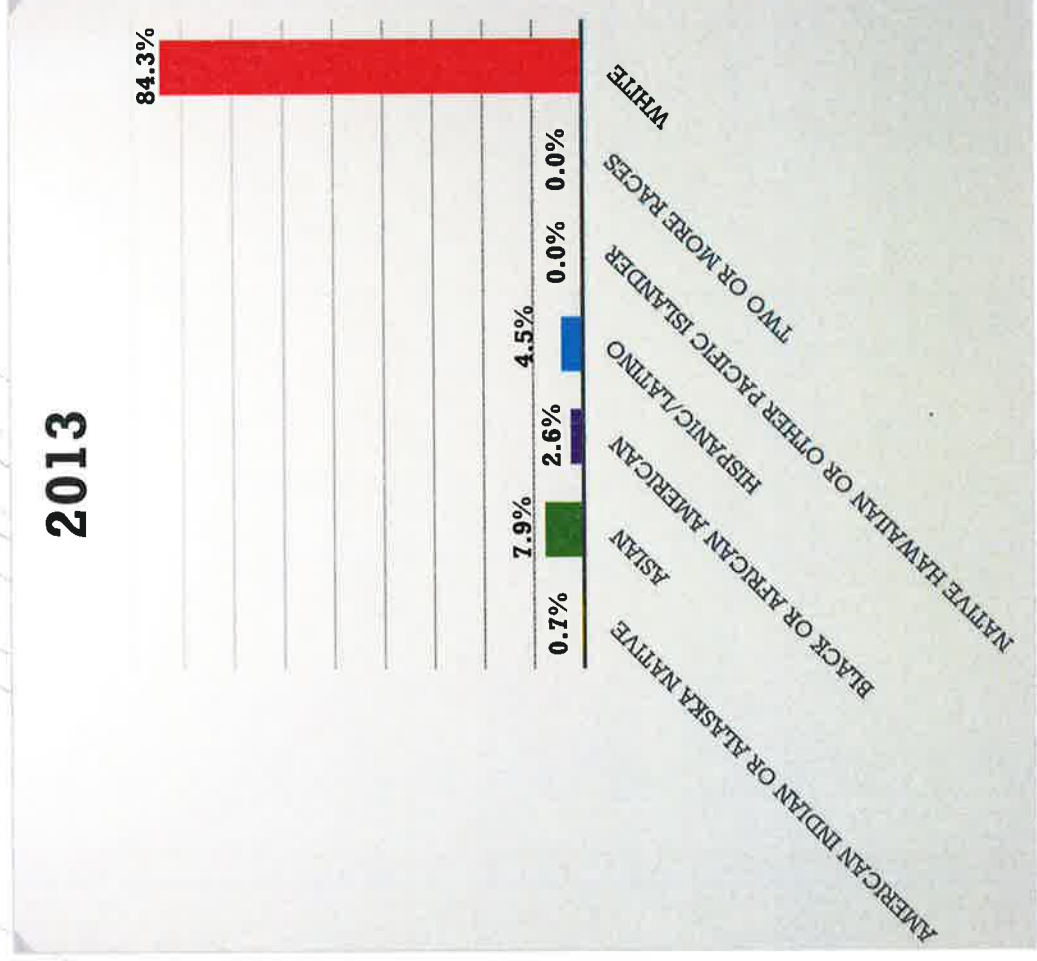
[link to the report.](#)



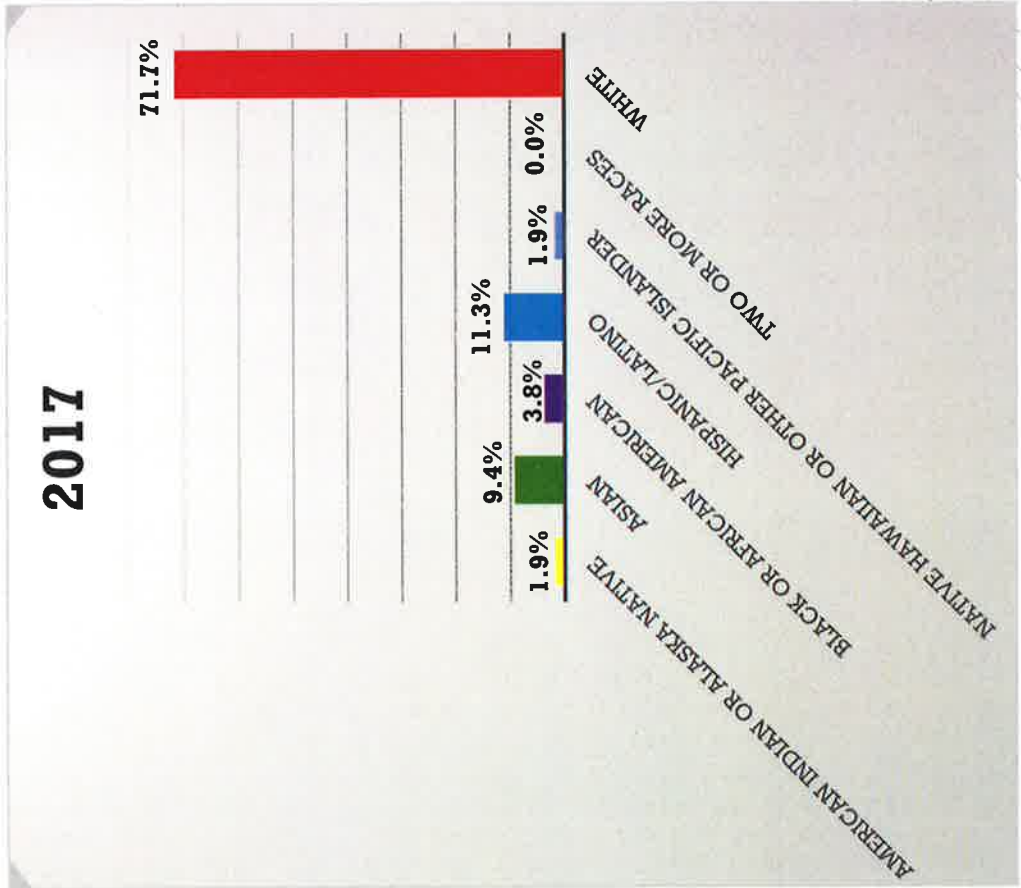
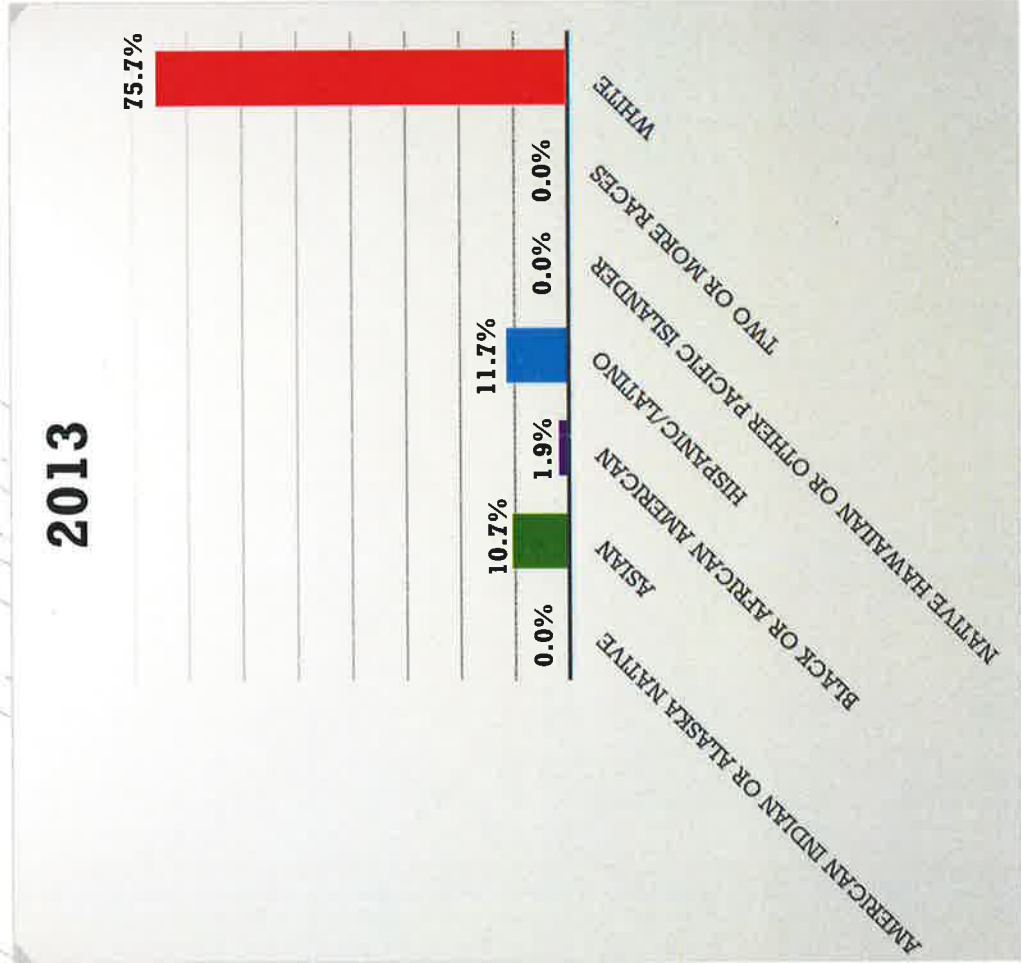
Employee
Demographics
2017

Adjunct Workforce Longitudinal Overview

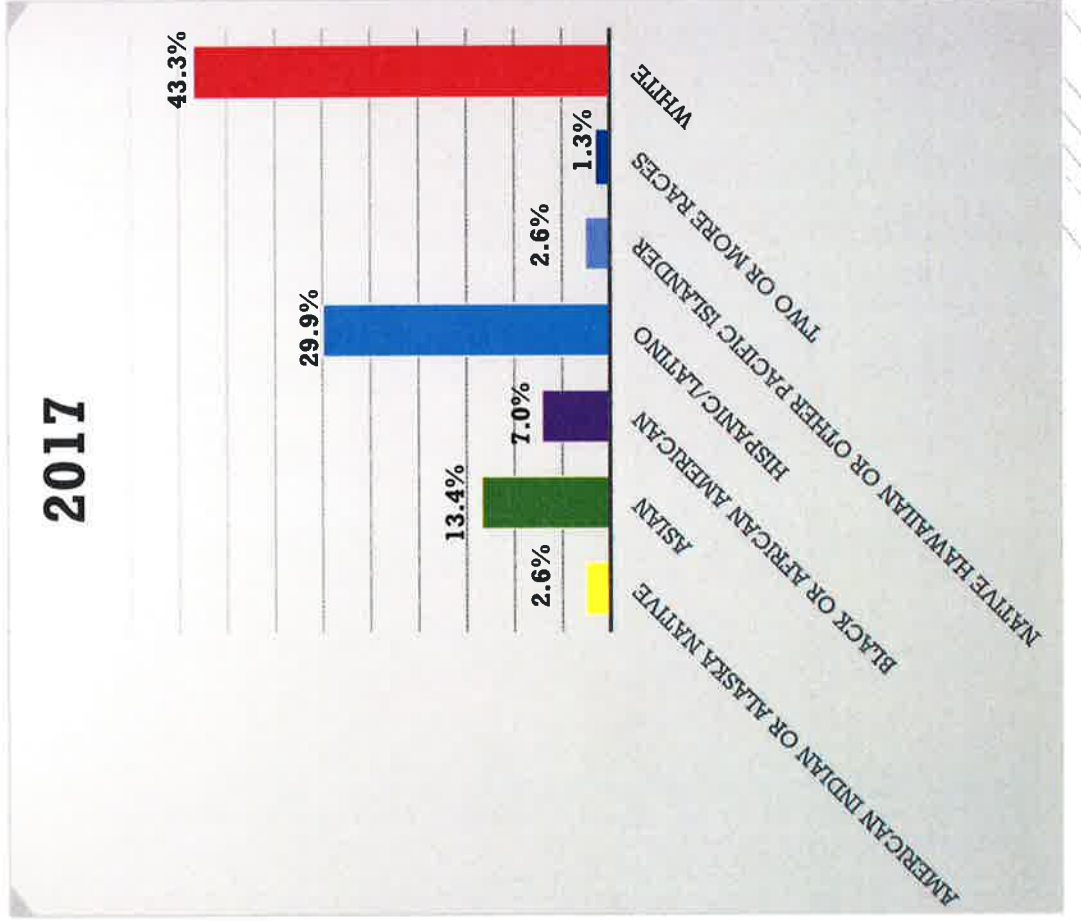
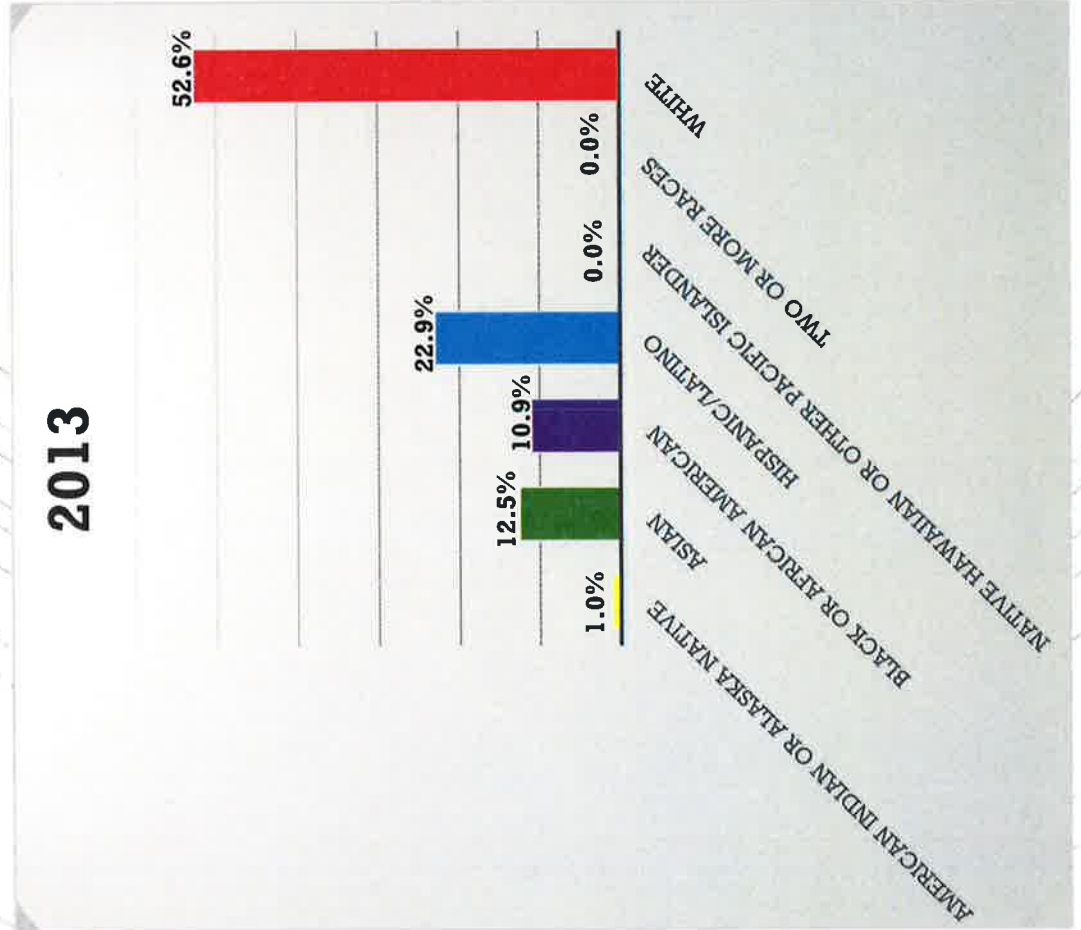
Ethnicity



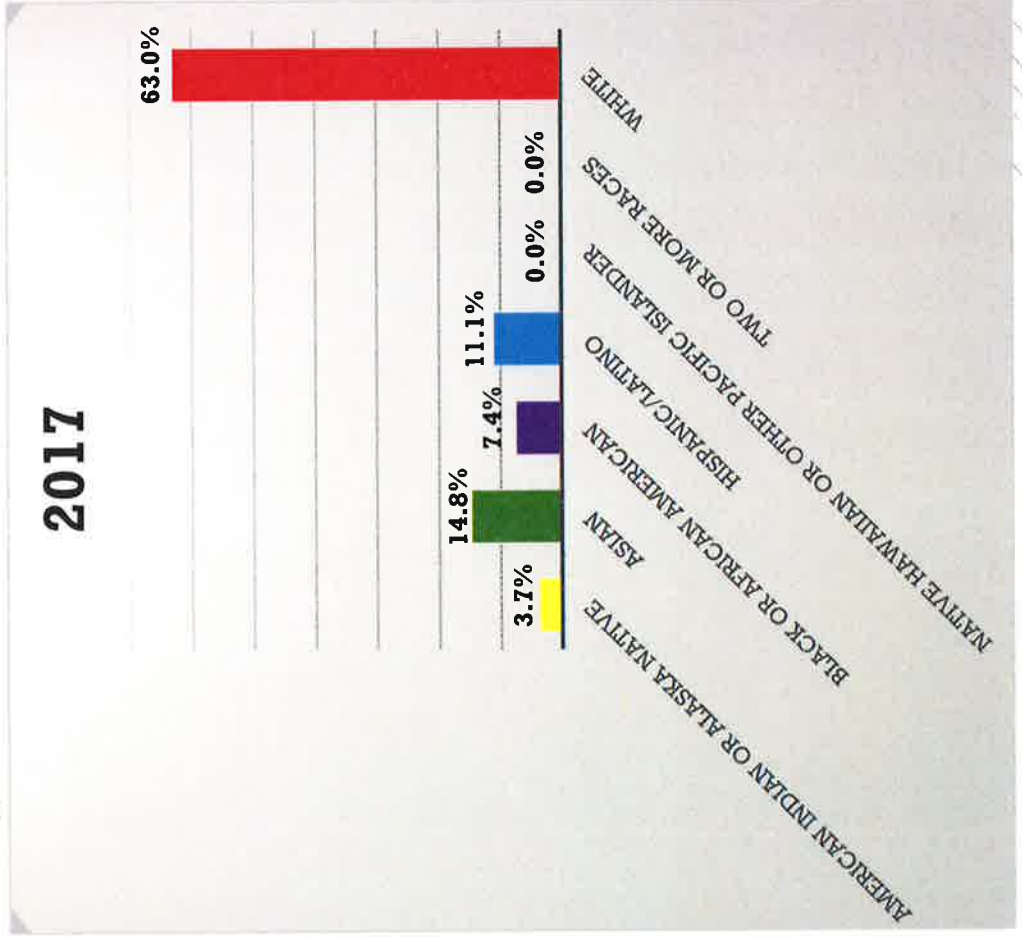
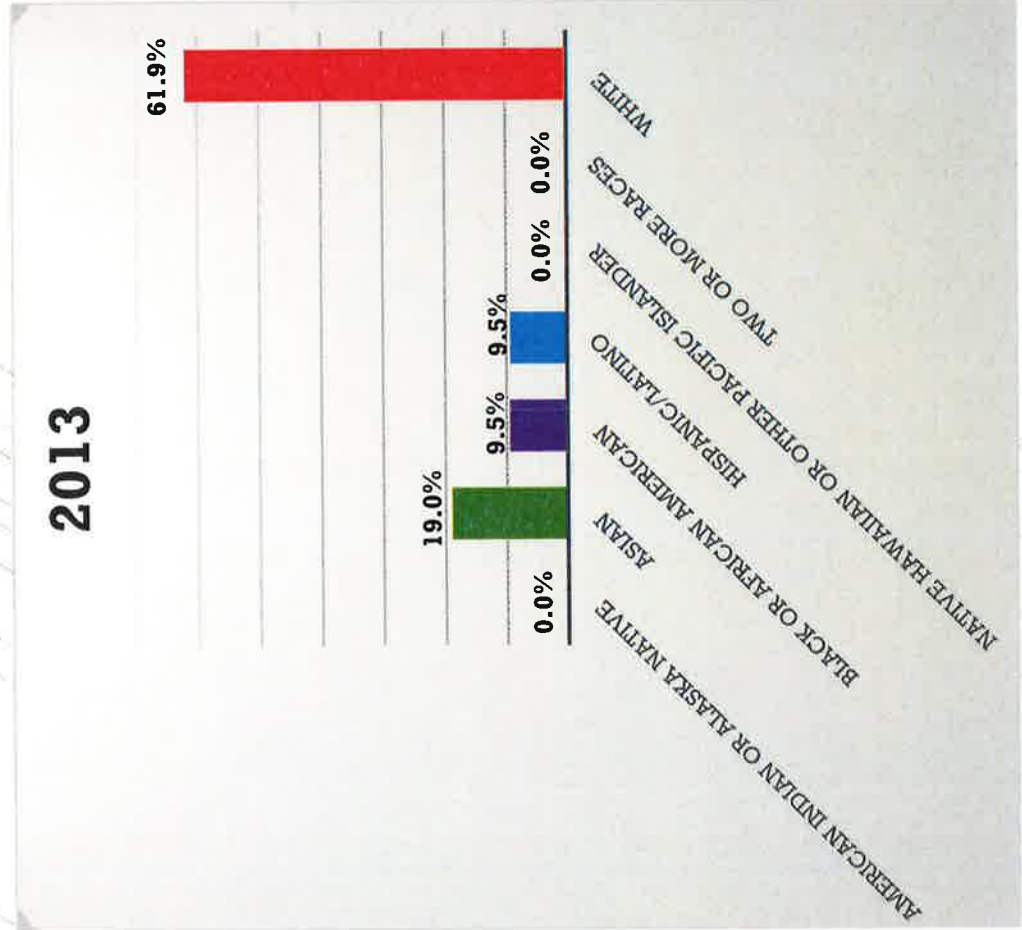
Full Time Faculty Workforce Longitudinal Overview - Ethnicity



Classified Workforce Longitudinal Overview Ethnicity



Administrators & Management Workforce Longitudinal Overview Ethnicity



Next Steps: Making a Difference

- Use CCCCOC and EEOC Guidance
- Examine initial applicant pools for underrepresentation
- Develop and institutionalize analysis of qualified pools, candidates receiving interviews, finalists, and hires
- Review recruitment and selection practices if underrepresentation and/or adverse impact is found
- Track and analyze reasons candidates withdraw from search processes
- Review hiring procedures for all groups of employees
- Update EEO Plan in conjunction with the Educational Master Plan in 2019

Monterey Peninsula Community College District

Governing Board Agenda

MAY 23, 2018

Academic Affairs

College Area

New Business Agenda Item No.P

Proposal:

To adopt the 2019-2020 College Academic Calendar

Background:

The attached recommended 2019-2020 academic calendar conforms to the legal and contractual obligations of the District. The 2019-2020 academic calendar is being proposed in order to facilitate advance planning.

This calendar has been developed in consultation with the Calendar Committee, which consists of the Vice President of Academic Affairs and representatives from the Monterey Peninsula College Teachers Association (as per Article 11.4 of the MPCCD and MPCTA/CTA/NEA agreement), Monterey College Employees Association (MPCEA, CSEA #245), the Academic Senate, and Associated Students, Monterey Peninsula College (ASMPC).

Budgetary Implications:

None

RESOLUTION: BE IT RESOLVED, that the 2019-2020 College Academic Calendar be approved as proposed.


Recommended By:


Kiran Kamath, Vice-President of Academic Affairs

Prepared By:


JoRene Finnell, Administrative Assistant IV

Agenda Approval:


Dr. Walter Tribley, Superintendent/President

DRAFT B: Monterey Peninsula Community College District Calendar 2019-2020

Teaching Days Per Month

| Wk. # | Month | S | M | T | W | Th | F | S | |
|---|------------------|----|-----|------|------|------|------|-----|--|
| FALL SEMESTER – August 16, 2019 through December 13, 2019 | | | | | | | | | |
| | AUGUST | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| | | 11 | 12 | (13) | (14) | (15) | 16 | 17 | Scheduled Flex Days – August 13, 14 and 15, 2019 |
| 1 | | 18 | 19 | 20 | 21 | 22 | 23 | 24 | Semester begins August 16, 2019 |
| 2 | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 10 |
| 3 | SEPTEMBER | 1 | 2* | 3 | 4 | 5 | 6 | 7 | Labor Day Observance – September 2, 2019 |
| 4 | | 8 | 9 | 10 | 11 | 12 | 13 | 14 | CENSUS DAY – September 3, 2018 |
| 5 | | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 6 | | 22 | 23 | 24 | 25 | 26 | 27** | 28 | **Native American Day Commemoration – September 27 |
| 7 | | 29 | 30 | | | | | | 20 |
| 8 | OCTOBER | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| 9 | | 13 | 14 | 15 | 16 | 17 | 18 | 19 | |
| 10 | | 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| 11 | | 27 | 28 | 29 | 30 | 31 | | | |
| 11 | NOVEMBER | | | | | | 1 | 2 | |
| 12 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| 13 | | 10 | 11* | 12 | 13 | 14 | 15 | 16 | Veteran's Day Observance – November 11, 2019 |
| 14 | | 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 15 | | 24 | 25 | 26 | 27 | 28* | 29* | 30 | Thanksgiving Holiday – November 28, 29 and 30 |
| 16 | DECEMBER | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 17 | | 8 | 9 | 10 | 11 | 12 | 13 | 14 | Final exams Dec 9 - 13 ; Semester ends December 13, 2019 |
| | | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| | | 22 | 23 | 24* | 25* | 26* | 27* | 28* | 11 |
| | | 29 | 30* | 31* | | | | | |
| | | | | | | | | | TOTAL 82 |
| EARLY SPRING SESSION – January 2 2020 through January 24, 2020 | | | | | | | | | |
| | JANUARY | | | | 1* | 2 | 3 | 4 | Early Spring Session begins January 2; ends January 24, 2020 |
| | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | |
| | | 12 | 13 | 14 | 15 | 16 | 17 | 18 | MILK Day – January 20, 2020 |
| | | 19 | 20* | (21) | (22) | (23) | 24 | 25 | Scheduled Flex Days overlap with Early Spring Session Jan. 22-24 |
| 1 | | 26 | 27 | 28 | 29 | 30 | 31 | | Spring Semester begins Jan. 24, 2020 |
| SPRING SEMESTER – January 24, 2019 through May 29, 2019 | | | | | | | | | |
| | FEBRUARY | | | | | | | 1 | |
| 2 | | 2 | 3 | 4 | 5 | 6 | 7 | 8 | CENSUS DAY – February 10, 2020 |
| 3 | | 9 | 10 | 11 | 12 | 13 | 14* | 15* | Lincoln Day Observance – February 14, 2020 |
| 4 | | 16 | 17* | 18 | 19 | 20 | 21 | 22 | Washington Day Observance – February 17, 2020 |
| 5 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| 5 | MARCH | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 6 | | 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| 7 | | 15 | 16 | 17 | 18 | 19 | 20 | 21 | **Cesar Chavez Day Commemoration – March 31, 2020 |
| 8 | | 22 | 23* | 24 | 25 | 26 | 27 | 28 | Spring Recess – March 23 - March 28, 2020 |
| 9 | | 29 | 30 | 31** | | | | | 17 |
| 9 | APRIL | | | | 1 | 2 | 3 | 4 | |
| 10 | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | |
| 11 | | 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| 12 | | 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
| 13 | | 26 | 27 | 28 | 29 | 30 | | | 22 |
| 13 | MAY | | | | | | 1 | 2 | |
| 14 | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| 15 | | 10 | 11 | 12 | 13 | 14 | 15 | 16 | Memorial Day Observance - May 25, 2020 |
| 16 | | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Final exams: Monday-Only Classes May 18 |
| 17 | | 24 | 25* | 26 | 27 | 28 | 29 | 30 | Other Classes May 26-29 ; Semester ends May 29 |
| | | 31 | | | | | | | Commencement May 30, 2020 |
| | | | | | | | | | TOTAL 83 |
| SUMMER SESSION – June 8, 2019 through July 17, 2020 (6 week) | | | | | | | | | |
| | June | | (1) | 2 | 3 | 4 | 5 | 6 | Scheduled Flex Days June 1, 2020 |
| 1 | | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Summer session begins June 8, 2020 |
| 2 | | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 3 | | 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 4 | | 28 | 29 | 30 | | | | | |
| 4 | JULY | | | | 1 | 2 | 3* | 4 | Independence Day Observance – July 3, 2020 |
| 5 | | 5 | 6 | 7 | 8 | 9 | 10 | 11 | |
| 6 | | 12 | 13 | 14 | 15 | 16 | 17 | 18 | End of Six-Week Session – July 17, 2020 |
| 7 | | 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
| 8 | | 26 | 27 | 28 | 29 | 30 | 31 | | End of Eight-Week Session – July 31, 2019 |
| | August | | | | | | | 1 | |
| | | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |

* Holidays for Classified Staff and Administrators
 ** Native American Day/Cesar Chavez Commemoration
 Faculty are required to be on duty a total of 175.5 days. This calendar has 165 teaching days, 7 scheduled flex days, and .5 day of commencement.
 Each full-time contractual faculty member teaching census week classes must contract individually for another 3 days of flex time.

FALL SEMESTER – August 19, 2019 through December 16, 2019

| | |
|------------------------|--|
| August 13, 14, and 15 | Scheduled Flex Days for Faculty |
| August 16 | Semester Begins |
| September 2 | Labor Day |
| September 3 | Census Day |
| November 11 | Veterans' Day |
| November 28, 29 and 30 | Thanksgiving Holiday |
| December 9 through 13 | Final Exams |
| December 16 | Semester Ends |
| December 17 | Scheduled Flex Day for Faculty |
| December 24 | Christmas Eve Day Observance |
| December 25 | Christmas Day |
| December 26 | In lieu of Cesar Chavez Day |
| December 27 | Admissions Day Alternate Holiday for Classified |
| December 30 | Periodic Holiday |
| December 31 | New Year's Eve ½ Day and Spring Holiday ½ Day Observance |
| January 1 | New Year's Day |

EARLY SPRING – January 2, 2020 through January 24, 2020

| | |
|--------------------|--|
| January 2 | Session Begins |
| January 24 | Session Ends |
| January 22, 23, 24 | Scheduled Flex Days for Faculty; Note: Overlap with Early Spring |

SPRING SEMESTER – January 24, 2020 through May 29, 2020

| | |
|---------------------------|---|
| January 20 | Martin Luther King, Jr. Day |
| January 24 | Semester Begins |
| February 10 | Census Day |
| February 14 | Lincoln's Day Observance (7, 10, 12, 14 – 2020) |
| February 17 | Washington's Day |
| March 23 through March 28 | Spring Recess |
| May 18 | Final Exams - Monday-only classes |
| May 25 | Memorial Day |
| May 26 -29 | Final Exams - Other classes |
| May 29 | Semester Ends |
| May 30 | Commencement |
| June 1 | Scheduled Flex Day for Faculty |

**SUMMER SESSION – June 8, 2020 through July 17, 2020 (Six-Week Session)
June 8, 2020 through July 31, 2020 (Eight-Week Session)**

| | |
|---------|---------------------------|
| June 8 | Session Begins |
| July 4 | Independence Day |
| July 17 | End of Six-Week Session |
| July 31 | End of Eight-Week Session |

Faculty are required to be on duty a total of 175.5 days. This calendar has 165 teaching days, 7 scheduled flex days, and .5 day of commencement. Each full-time contractual faculty member teaching census week classes must contract individually for another 3 days of flex time.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2018

New Business Agenda Item No. Q

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: Walter A. Tribley
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

MPC Governing Board 2017-2018 Calendar of Events

MAY 2018

| | |
|---------------------------|--|
| Thursday, May 17 | MPC Scholarship Awards Ceremony, 4:00pm, MPC Theatre |
| Friday, May 18 | Employee Recognition Ceremony, 11:45am, Student Center CDC Preschool Graduation, 6:00pm, Student Center TRIO/SS Recognition Ceremony, 6:00pm, MPC Theatre |
| Mon, May 21 – Fri, May 25 | Finals, Stress Buster Week Classified Employee Appreciation Week |
| Mon, May 21 | Veterans Recognition Ceremony, 6:00pm, Student Center |
| Wednesday, May 23 | Regular Board Meeting, MPC Library & Technology Center Closed Session: 11:00am, Stutzman Room Regular Meeting: 1:30pm, Sam Karas Room |
| Thursday, May 24 | Automotive Tech Grad Banquet (Invitation Only), 5:00pm, Tarp's Roadhouse Asian Student Association Grad Ceremony, 6:00pm, Sakura Buffet in Salinas Latino Graduation, 6:00pm, MPC Music Hall |
| Friday, May 25 | Spring Semester Ends Float Day – Classified Ice Cream, 2:30-4:30pm, F&CS (Hospitality) Early Childhood Education Grad, 5:30pm, CDC Outdoor Environment Area Kente Ceremony, 6:00pm, MPC Theatre |
| Saturday, May 26 | Faculty Retirement Breakfast, 8:30am (location to be determined) Commencement: 12:00pm, MPC Stadium (Line-up at 11:30am in Amphitheater) Nurse Pinning Ceremony, 3:00pm, Amphitheater NAACP Freedom Fund Life Membership Gala, 6:00pm, Hyatt Regency Monterey Hotel & Spa |
| Monday, May 28 | Holiday – Memorial Day |
| Tuesday, May 29 | Dual Enrollment Pathways Celebration, 5:00pm, Lecture Forum 103 |

JUNE 2018

| | |
|--------------------|---|
| Friday, June 1 | Fire Academy Graduation, 10:00am, MPC Theatre |
| Monday, June 4 | Summer Session Begins |
| Wednesday, June 27 | Regular Board Meeting, MPC Library & Technology Center Closed Session: 11:00am, Stutzman Room Regular Meeting: 1:30pm, Sam Karas Room |

JULY 2018

| | |
|--------------------|---|
| Wednesday, July 4 | Holiday – Independence Day |
| Friday, July 13 | End of Six-Week Session |
| Wednesday, July 25 | Regular Board Meeting, Education Center at Marina Closed Session: 11:00am, Room to be determined Regular Meeting: 1:30pm, Room to be determined |
| Friday, July 27 | End of Eight-Week Session |

MPC Governing Board 2017-2018 Calendar of Events

AUGUST 2018

Monday, Aug 20

Fall Semester Begins

Wednesday, Aug 22

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

SEPTEMBER 2018

Monday, Sep 3

Holiday - Labor Day

Wednesday, Sep 26

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

OCTOBER 2018

Wednesday, Oct 24

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Public Safety Training Center in Seaside, Room TBD

Regular Meeting: 1:30pm, Public Safety Training Center in Seaside, Room TBD

NOVEMBER 2018

Saturday, Nov 3

MPCF Evening of Opportunity Gala, 4:00pm, Folktale Winery

Monday, Nov 12

Holiday – Veterans’ Day

Thurs.-Saturday, Nov 15-17

CCLC Annual Convention, 8:00am, Westin Mission Hills, Rancho Mirage

Thurs.-Saturday, Nov 22-24

Holiday - Thanksgiving

Wednesday, Nov 28

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

DECEMBER 2018

TBD

Admin Holiday Reception (time and location TBD)

Wednesday, Dec 12

Regular Board Meeting, MPC Library & Technology Center

Closed Session: 11:00am, Stutzman Room

Regular Meeting: 1:30pm, Sam Karas Room

Monday, Dec 17

Fall Semester Ends

Sat, Dec 22 – Tues, Jan 1

December Holiday Break

Events/details added from previous Calendar are highlighted in bold; updated May 14, 2018.