

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

New Business Agenda Item No. A

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2014-2015 Monthly Financial Report for the period ending August 31, 2014.

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 2014-2015 Monthly Financial Report for the period ending August 31, 2014, be accepted.

Recommended By: Earl Davis (See)
C. Earl Davis, Vice President for Administrative Services

Prepared By: Rosemary Barrios
Rosemary Barrios, Controller

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

Monterey Peninsula College

Fiscal Year 2014-15 Financial and Budgetary Report August 31, 2014

Enclosed please find attached the Summary of All Funds Report for the month ending August 31, 2014 for your review and approval. The financial report is an internal management report submitted to the Board of Trustees to compare actual financial activities to the approved budgets.

Operating Fund net revenue through August 31, 2014 is \$2,539,648 which is 5.5% of the operating budget for this fiscal year. Expenditures year-to-date total \$5,080,722 which is 16.2% of the operating budget for this fiscal year, for a net difference of -\$2,541,074.

We are in the second month of the new fiscal-year the Fiscal Services staff is still completing work for the 13-14 FY closing. Revenues are starting to be received and posted to accounts. Expenditures are generally on track since they are related to monthly payroll and weekly accounts payable payments to vendors.

Unrestricted General Fund

Revenues

- July and August apportionment revenue has been received of \$2.4M
- Other local revenue received which includes: enrollment fees, course material fees, and other local revenues totaling \$33,379.

Expenditures

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

Child Development Fund - Unrestricted

Revenues/Expenditures

- No revenues have been received through August.
- District support revenues will be posted in September to the Unrestricted Child Development Fund this will bring the cash balance to a positive balance.

Child Development Fund – Restricted

Revenues/Expenditures

- No revenues have been received through August.

Self Insurance Fund

- Self Insurance expenses are at 17.8% of budgeted expenditures. The expenditure amount is .1% more than the amount for the same period last fiscal year.
- No revenues have been received through August.

Building Fund

- The expense activity in the Building Fund is now starting to slow down as the district starts completing the bond related projects.

Other Fiduciary Funds

- All Fiduciary Funds are tracking close to budget.
- The month of August is the beginning of the new school year. We had the first financial aid disbursement to students this month which is reflected in the revenue and expenditure numbers of the Financial Aid, Scholarship and Loan, and Trust Fund accounts.

Cash Balance:

The total cash balance for all funds is \$24,893,372 including bond cash of \$10,773,037 and \$14,120,335 for all other funds. Operating funds cash is \$6,837,214. Cash balance in the General Fund is at \$6,027,433 for the month ending August 31, 2014. This is sufficient cash to make month end payroll and accounts payable.

Monterey Peninsula Community College

Monthly Financial Report

August 31, 2014

Summary of All Funds

Funds	Beginning Fund Balance	Revised Budgets 2014 - 2015		Ending Fund Balance	Year to Date Actual 2014 - 2015			% Actual to Budget		Cash Balance
	<u>07/01/14</u>	<u>Revenue</u>	<u>Expense</u>	<u>6/30/2015</u>	<u>Revenue</u>	<u>Expense</u>	<u>Encumbrances</u>	<u>Rev</u>	<u>Exp</u>	<u>8/31/2014</u>
General - Unrestricted	\$3,802,947	\$38,029,473	\$38,029,473	\$3,802,947	\$2,508,424	\$4,261,963	1,976,389	6.6%	16.4%	\$6,027,433
General - Restricted	0	6,628,178	6,628,178	0	19,365	710,485	331,211	0.3%	15.7%	0
Child Dev - Unrestricted	0	302,207	302,207	0	0	32,335	0	0.0%	10.7%	-22,484
Child Dev - Restricted	0	190,565	190,565	0	0	12,956	0	0.0%	6.8%	0
Student Center	296,981	259,200	259,200	296,981	2,565	11,942	65,159	1.0%	29.7%	303,905
Parking	85,280	525,000	525,000	85,280	9,294	51,041	7,216	1.8%	11.1%	528,360
Subtotal Operating Funds	<u>\$4,185,208</u>	<u>\$45,934,623</u>	<u>\$45,934,623</u>	<u>\$4,185,208</u>	<u>\$2,539,648</u>	<u>\$5,080,722</u>	<u>\$2,379,975</u>	5.5%	16.2%	\$6,837,214
Self Insurance	6,642,543	6,553,264	8,794,471	4,401,336	0	1,367,723	0	0.0%	15.6%	5,438,888
Capital Project	1,253,362	1,145,563	1,783,438	615,487	3,592	9,775	44,357	0.3%	3.0%	839,234
Building	11,855,862	25,000	2,232,397	9,648,465	0	536,764	408,676	0.0%	42.4%	10,773,037
Revenue Bond	20,722	17,625	17,625	20,722	0	0	0	0.0%	0.0%	22,252
Associated Student	92,451	90,000	90,000	92,451	4,102	1,012	0	4.6%	1.1%	162,725
Financial Aid	17,745	5,200,000	5,200,000	17,745	395,300	395,300	0	7.6%	7.6%	132,012
Scholarship & Loans	272,948	2,500,000	2,500,000	272,948	184,919	83,675	0	7.4%	3.3%	306,859
Trust Funds	293,917	510,000	510,000	293,917	82,846	101,507	0	16.2%	19.9%	356,778
Orr Estate	22,302	10,000	20,000	12,302	21	219	0	0.2%	1.1%	24,373
Total all Funds	<u><u>\$24,657,060</u></u>	<u><u>\$61,986,075</u></u>	<u><u>\$67,082,554</u></u>	<u><u>\$19,560,581</u></u>	<u><u>\$3,210,428</u></u>	<u><u>\$7,576,697</u></u>	<u><u>\$2,833,008</u></u>	5.2%	15.5%	<u><u>\$24,893,372</u></u>

Monterey Peninsula Community College District Governing Board Agenda

September 24, 2014
Board Meeting Date

New Business Agenda Item No. B

Administrative Services
College Area

Proposal:

That the Governing Board authorize the District to Spend funds Received in 2014-2015 from the Education Protection Account (EPA) in Accordance with Article XIII, Section 36 of the California Constitution.

Background:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012 passed in November 2012. Proposition 30 temporarily raises the sales tax rate for all taxpayers for four years and raises the personal income tax rates for upper-income taxpayers for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have sole authority to determine how these monies received from EPA are spent, provided the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually on its Internet website an accounting of how much money was received from the EPA and how that money was spent as well as record the EPA expenditures annually on the CCFS-311. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law.

Revenue from EPA funds is unrestricted and should be recorded in object code 8630. The Act specifically prohibits the expenditure of EPA funds for administrative salaries and benefits or any other administrative costs.

Budgetary Implications:

The costs for the District's EPA compliance efforts will be covered within existing budget.

Information Only

Resolution: **BE IT RESOLVED**, That the Governing Board approve the spending of 2014-2015 Prop 30 EPA funds to pay for instructional salaries coded with activity code 0100-5900.

Recommended By: _____

Earl Davis (su)

C. Earl Davis - Vice President for Administrative Services

Prepared By: Rosemary Barrios
Rosemary Barrios, Controller

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

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

New Business Agenda Item No. C

Academic Affairs
College Area

Proposal:

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

Background:

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

Budgetary Implications:

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

RESOLUTION: BE IT RESOLVED, that the following course revisions and program revisions be approved:

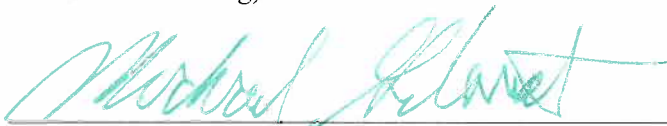
Course Revisions:

ENGL 11, Literature By and About Women
SPCH 54, Leadership Communication
PERS 54, Leadership Communication

Program Revisions:

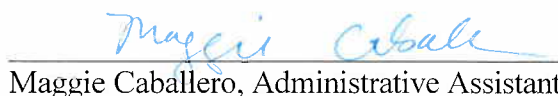
Cultural History of Monterey County (Associate in Arts - Career Technical)
Cultural History of Monterey County (Certificate of Achievement)
Office Technology - Fast Track: Entry-Level Office Worker (Certificate of Training)
Office Technology - Fast Track: Office Worker Level 2 (Certificate of Training)
Secretarial - Fast Track: Entry-Level Office Worker (Certificate of Training)
Secretarial - Fast Track: Office Worker Level 2 (Certificate of Training)
Web Designer (Certificate of Training)

Recommended By:



Michael Gilmartin, Dean of Instructional Planning

Prepared By:



Maggie Caballero, Administrative Assistant

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

COURSE REVISIONS

ENGL 11, Literature By and About Women

3 units

3 hours lecture

Justification:

Due to new procedures, the Chancellor's Office is requesting that this course revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This course covers American, British, and international literary works by and about women, including poetry, fiction, autobiography, drama, and non-fiction prose. It introduces students to literary analysis, interpretation, and understanding. The course focuses on literary trends, style, and issues of race, class, ethnicity, and cultural identity and provides students with opportunities to explore individual writers in depth. Also offered as Women's Studies 11; credit may be earned only once. Also offered online.

SPCH 54, Leadership Communication

3 units

3 hours lecture

Justification:

Due to new procedures, the Chancellor's Office is requesting that this course revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This course assists students interested in developing or improving communication skills relevant to leadership. Theories of leadership are investigated, and students learn how to apply knowledge and skills to diverse small group and public speaking situations. Students have the opportunity to apply the knowledge gained outside of class; campus and/or community involvement is required. Also offered as PERS 54; credit may be earned only once.

PERS 54, Leadership Communication

3 units

3 hours lecture

Justification:

Due to new procedures, the Chancellor's Office is requesting that this course revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This course assists students interested in developing or improving communication skills relevant to leadership. Theories of leadership are investigated, and students learn how to apply knowledge and skills to diverse small group and public speaking situations. Students have the opportunity to apply the knowledge gained outside of class; campus and/or community involvement is required. Also offered as SPCH 54; credit may be earned only once.

PROGRAM REVISIONS

Cultural History of Monterey County (Associate in Arts - Career Technical)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This AA degree focuses on the cultural history and influence of Monterey County. It is particularly useful for tour guides, gallery personnel, docents, museum staff, artists, and architects.

Cultural History of Monterey County (Certificate of Achievement)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is a 19-unit certificate program that focuses on the cultural history and influence of the Monterey Peninsula. It is particularly useful for tour guides, gallery personnel, docents, museum staff, artists, and architects.

Office Technology - Fast Track: Entry-Level Office Worker (Certificate of Training)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is an intensive one-semester program designed to prepare workers for entry-level office work. Completion of these courses partially fulfills the requirements of the Office Technology and Secretarial Certificates of Achievement and Associate Degree.

Office Technology - Fast Track: Office Worker Level 2 (Certificate of Training)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is an intensive one-semester program designed to supplement computer and office skills for workers trained in entry-level office expertise. Completion of these courses partially fulfills the requirements of the Office Technology and Secretarial Certificates of Achievement and Associate Degree, and the Computer Science and Information Systems: Computer Software Applications Certificate of Achievement and Associate Degree.

Secretarial - Fast Track: Entry-Level Office Worker (Certificate of Training)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is an intensive one-semester program designed to prepare workers for entry-level office work. Completion of these courses partially fulfills the requirements of the Office Technology and Secretarial Certificates of Achievement and associate degree.

Secretarial - Fast Track: Office Worker Level 2 (Certificate of Training)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is an intensive one-semester program designed to supplement computer and office skills for workers trained in entry-level office expertise. Completion of these courses partially fulfills the requirements of the Office Technology and Secretarial Certificates of Achievement and associate degree, and the Computer Science and Information Systems: Computer Software Applications Certificate of Achievement and associate degree.

Web Designer (Certificate of Training)

Justification:

Due to new procedures, the Chancellor's Office is requesting that this program revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is a multi-disciplinary program designed for students entering the web page development arena. Whether they are designing web pages for themselves, for businesses, or for non-profit organizations, this program provides the basic skills needed to accomplish the task. Required courses form a foundation necessary for web-related or internet-development focus. Through this program, students gain an understanding of client-side processing concepts, web page layout and coding, use of design tools and techniques, and basic multimedia design and editing. Students learn about issues involved in developing and supporting websites. Completion of these courses partially fulfills the requirements for the Office Technology and Secretarial Certificates of Achievement and Associate Degree, and the Computer Science and Information Systems, Computer Software Applications Certificates of Achievement and Associate Degree.

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

Board Meeting Date

New Business Agenda Item No. D

Human Resources
College Area

Proposal:

That the Governing Board ratify the new employment agreement with Dr. Walter Tribley to serve as the Superintendent/President of Monterey Peninsula Community College District from July 1, 2014 through June 30, 2018.

Background:

The term of employment of the current agreement with Dr. Walter Tribley ends June 30, 2016. It is recommended that the agreement be extended through June 30, 2018.

Budgetary Implications:

Included in budget.



Resolution: Be it resolved, that Board of Trustees ratify the attached employment agreement between Dr. Walter Tribley and Monterey Peninsula College, effective July 1, 2014 through June 30, 2018.

Recommended By:

Charles Brown (SA)

Charles Brown, Chair, Board of Trustees

Prepared By:

Susan Kitagawa

Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:

Charles Brown (SA)

Charles Brown, Chair, Board of Trustees

EMPLOYMENT AGREEMENT

Between

DR. WALTER TRIBLEY

and the

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

This Agreement is entered into the 24th day of September, 2014, by and between the Board of Trustees of the Monterey Peninsula Community College District (hereinafter "Board") and Dr. Walter Tribley (hereinafter "Superintendent/President"). In consideration of their mutual promises, the parties agree as follows:

1. TERM OF EMPLOYMENT

The Board hereby employs Dr. Walter Tribley as Superintendent/President of the Monterey Peninsula Community College District for a period commencing July 1, 2014 through June 30, 2018, subject to the terms and conditions set forth below. The Superintendent/President accepts said employment and agrees to carry out his duties faithfully and to the best of his ability.

2. DUTIES

The Superintendent/President shall perform the duties of a community college district Superintendent/President as prescribed by the laws of the State of California and as reflected in the job description for the Superintendent/President which is attached as Appendix 1 and incorporated here by reference. In addition to powers and duties set forth in Education Code and the job description, the Superintendent/President shall have those powers and duties which are delegated to him by the Board pursuant to Education Code section 70902, subdivision (d). He shall execute all powers and duties in accordance with the policies adopted by the Board, the rules and regulations of the California Community College Chancellor's Office, and the laws of the State of California.

a. Superintendent/President and Board's Responsibilities

The Superintendent/President shall be the chief executive officer of the District and shall act as secretary to the Board. As such, the Superintendent/President shall have the primary responsibility for execution of District Board policy. The Board shall retain the sole

responsibility for setting such a policy within AB 1725 parameters and the collective bargaining agreement.

b. Personnel Responsibilities

The Superintendent/President shall have responsibility in all personnel matters, including the selection, assignment and transfer of employees, in accordance with Board policies, administrative regulations, shared government requirements, existing collective bargaining agreements, and subject to the approval of the Board. In all personnel matters, the Superintendent/President shall present his recommendations to the Board.

c. Other Duties

The Superintendent/President shall:

- 1) periodically review all policies adopted by the Board and make appropriate recommendations for changes to the Board;
- 2) prepare and maintain the agenda, minutes, and records of all Board meetings and handle correspondence of the Board, in accordance with procedures adopted by the Board;
- 3) direct, coordinate, and provide overall leadership for all the programs of the District including curriculum, instruction, supervision, finance, business administration, resource development, maintenance and operations, student personnel, academic and classified personnel, administration and collective bargaining;
- 4) provide for the development and improvement of physical facilities within resource limitations;
- 5) evaluate or cause to be evaluated employees as provided for by California law and board policy;
- 6) provide leadership in securing all possible sources of funds, public and private, that might be available to augment present or contemplated District programs;
- 7) supervise preparation of the annual budget, submit the budget to the Board and administer expenditures with the budget;
- 8) provide for continued accreditation status;
- 9) provide for membership in appropriate agencies and associations;
- 10) endeavor to maintain and improve his professional competence;
- 11) represent the District and the college in the community and establish and maintain an appropriate community relations program;
- 12) serve as liaison between the Board and the Board's designated representative with respect to all employer-employee relations matters;

- 13) enter into contracts (or designee) for and on behalf of the District pursuant to Education Code section 81655;
- 14) provide for preparation and submission of all reports required by local, state, and national agencies;
- 15) provide leadership in planning for the future;
- 16) attend appropriate professional meetings; and
- 17) work toward building positive and cooperative relationships among campus constituencies in pursuit of the college's mission and goals.

3. Salary

The Superintendent/President's salary shall be two hundred and five thousand dollars (\$205,000) annually for 246 duty days. The salary amount shall be increased or decreased equivalent to any salary changes negotiated with the faculty bargaining unit. Per California Education Code and the State Teachers' Retirement System requirements, academic employees are compensated per duty day for partial years. The annual salary shall be divided by twelve (12) to calculate monthly installments. Partial months shall be pro-rated based on the days worked. Salary payments for December are paid on January 1; all other payments shall be issued on the last working day of each month.

No later than September 1 each year, the Board will review the Superintendent/President's salary and compensation. The Superintendent/President shall inform the Board annually of this review schedule.

Any change in salary made during the life of the Agreement shall constitute an amendment to this Agreement but shall not be construed as entering into a new contract or extending the termination date of this Agreement.

4. OTHER BENEFITS

a. Out of District Expense Reimbursement

The District shall reimburse the Superintendent/President for actual and reasonable expenses incurred out of district by the Superintendent/President within the scope of his employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board. For reimbursement, the Superintendent/President shall submit an expense claim to the Board President in writing for the Superintendent/President's reimbursable expenses for the prior month. The Superintendent/President's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

b. Fringe Benefits

The Governing Board shall provide the Superintendent/President with the same fringe benefit package provided to other academic management personnel, except as otherwise may be set forth in this Agreement.

c. Expense Allowance

In light of the unique nature of the professional duties of the Superintendent/President, the District shall pay a monthly expense allowance of \$625.00 for expenses within district. This allowance shall be paid consistent with applicable regulations adopted by the State Teachers Retirement System.

d. Automobile Allowance/Expense

The Superintendent/President is required to have a vehicle available at all times to perform the duties of the position. To support this need, the District shall provide the Superintendent/President with a monthly automotive allowance of \$625.00. This allowance shall be paid consistent with applicable regulations adopted by the State Teachers Retirement System.

5. SUPERINTENDENT/PRESIDENT'S PERFORMANCE OBJECTIVES

Prior to June 30 of each year, the parties shall meet to establish written performance objectives for the succeeding year based on the duties and responsibilities set forth in this Agreement and in the position description (Appendix 1) together with any other criteria upon which the parties have mutually agreed. The Superintendent/President shall inform the Board of this schedule.

6. EVALUATION

The Governing Board may evaluate and assess in writing the performance of the Superintendent/President, at any time, and shall do so at least once a year during the term of this Agreement. Unless an alternate format is mutually agreed to, the evaluation process described in Appendix 2 shall be followed.

7. TERMINATION OF CONTRACT

- a. Mutual consent. This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent/President.
- b. Resignation. The Superintendent/President may resign at any time by giving ninety (90) days written notice. This Agreement shall terminate on the date the resignation is effective.

- c. Nonrenewal of Agreement by the District. The Board may elect not to renew this Agreement for any reason by providing six (6) months written notice to the Superintendent/President in accordance with the Education Code section 72411. The Superintendent/President shall inform each member of the Board of this notice requirement no less than eight (8) months in advance of the expiration of this Agreement.

- d. Termination for cause. The Superintendent/President's status as a District employee and all of the Superintendent/President's rights under this Agreement may be terminated by the Board at any time for, but not limited to, material breach of contract, unsatisfactory evaluation, any ground enumerated in Education Code sections 87732, or the Superintendent/President's failure to perform his responsibilities as set forth in this agreement, as defined by law, or as specified in the Superintendent/President's position description (Appendix 1). The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds for termination has first been served upon the Superintendent/ President. The Superintendent/ President shall then be entitled to a conference with the Board at which time the Superintendent/President shall be given a reasonable opportunity to address the Board's concerns. The Superintendent/President shall have the right to have a representative of his choice at the conference with the Board. The conference with the Board shall be the Superintendent/ President's exclusive right to any hearing otherwise required by law.

- e. Disability of Superintendent/President. Upon expiration of Superintendent/President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Superintendent/ 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 Superintendent/President.

- f. Termination without cause. Notwithstanding any provision in this Agreement, if this Agreement is terminated without cause by the Board, the cash settlement to which the Superintendent/ President is entitled shall be an amount equal to his monthly salary multiplied by the number of months remaining in the unexpired term of this Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the

maximum cash settlement shall be an amount equal to his then-current monthly salary, multiplied by eighteen (18).

- g. 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 Superintendent/ President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Superintendent /President solely upon written notice to Superintendent/President and Superintendent/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).
- h. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Superintendent/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 Superintendent/President if Superintendent/President is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Superintendent/President against charges involving abuse of office or position and Superintendent/President is then convicted of such charges, Superintendent/President shall fully reimburse the District all funds expended for Superintendent/President's criminal defense.

8. OUTSIDE PROFESSIONAL ACTIVITIES

By prior approval of the Board, the Superintendent/President may undertake outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Board's sole judgment, interfere with the Superintendent/President's performance of his duties. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

9. WORK YEAR/VACATIONS

The Superintendent/President shall be required to render twelve (12) months (246 duty days) of full and regular service to the District during each academic year, or a proportionate number of days/months of such service during any portion of an academic year, under this Agreement. The Superintendent/President shall be entitled to holidays as non-duty days

specified in Board Policy. The Superintendent/President shall be entitled to twenty-two (22) working days annual vacation with full pay, accrued at 1.83 days per month. The accrual of annual leave may not exceed a maximum of forty-four (44) days. If the maximum accrual is reached, no further accruals shall occur until the balance is less than the maximum allowed. In the event of the expiration or termination of this Agreement, the Superintendent/President shall be entitled to compensations for unused vacation up to the maximum of forty-four (44) days at his current salary rate.

10. SICK LEAVE AND OTHER LEAVES

- a. In addition to any accrued sick leave forwarded from another California school or community college district under Education Code section 87782, the Superintendent/President shall accrue sick leave at the rate of twelve (12) days per contract year. The Superintendent/President is also entitled to those leaves of absence set forth in District policy for other academic employees.
- b. The Superintendent/President may, at his option, be granted a one (1) week paid administrative leave per year. Such leave shall accrue from year to year, if unused, up to a maximum of two (2) weeks. However, in no event shall any unused portion of this leave be subject to payment, and shall be forfeited upon termination of this Agreement.

11. REPORTING REQUIREMENT

The Superintendent/President shall report his use of sick leave, administrative leave, professional leave and vacation days through the same process and procedures applicable to other academic management personnel.

12. MEDICAL EXAMINATIONS

The Superintendent/President shall have a complete medical examination by a District-approved physician upon the request of the Board. The Superintendent/President shall also execute appropriate medical releases if requested by an examining physician to allow the District's medical providers to review relevant prior medical records of the Superintendent/President. A written report of such medical examination, together with a statement evaluating the Superintendent/President's physical ability to perform his regular duties, shall be filed with the Board. The costs of said medical examination and report shall be paid by the District.

13. 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 Superintendent/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 Superintendent/President or any designated beneficiary, heirs, administrators, executors, successors or assigns of Superintendent/President. Superintendent/President shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time.

14. MANAGEMENT HOURS

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


15 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. 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.
- d. 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.

- e. 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 WHEREOF, the parties have caused this Agreement to be executed on the date indicated below.

Date: September ____, 2014



Dr. Walter Tribley
Superintendent/President

Date: September ____, 2014

Mr. Charles Brown, Chair
Board of Trustees
Monterey Peninsula Community College
District

Dr. Loren Steck

Dr. Margaret-Anne Coppernoll

Ms. Marilyn Gustafson

Mr. Rick Johnson

Appendix 1: Position Description
Appendix 2: Evaluation Process

Monterey Peninsula Community College District
Governing Board Agenda

September 24, 2014
Board Meeting Date

New Business Agenda Item No. E

Human Resources
College Area

Proposal:

That the Governing Board ratify the new employment agreement with Michael Gilmartin to serve as the Interim Vice President for Academic Affairs from September 24, 2014 to June 30, 2015.

Background:

Monterey Peninsula College will employ an Interim Vice President of Academic Affairs while the recruitment and search are conducted for the permanent position. Following the recent solicitation of applications, screening, interviewing, and reference checks for the Interim Vice President of Academic Affairs, it is recommended that Michael Gilmartin be employed as the Interim Vice President of Academic Affairs under the terms and conditions of the attached contract.

Michael Gilmartin will be placed at step 5 on the Vice President row of the Administrative salary schedule. Health and welfare benefits are the same as received by other Monterey Peninsula College administrators.

Budgetary Implications:

Included in budget.

Resolution: Be it resolved, that the Board of Trustees ratify the attached agreement to employ Michael Gilmartin as the Interim Vice President of Academic Affairs, effective September 24, 2014 through June 30, 2015.

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 COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

September 10, 2014

THIS AGREEMENT is made between Michael Gilmartin, Interim Vice President for Academic Affairs, and the Board of Trustees of the Monterey Peninsula Community College District.

The Board hereby employs the Interim Vice President for Academic Affairs in a temporary management position, pursuant to Section 72411 of the Education Code. The Interim Vice President for Academic Affairs accepts such employment, in accordance with the following terms and conditions:

1. This Agreement shall be effective as of September 24, 2014, and shall end no later than June 30, 2015. The intent is to have the Interim Vice President for Academic Affairs work until the individual hired in the permanent position of Vice President for Academic Affairs begins work. This Agreement may be extended or it may be terminated prior to June 30, 2015, as mutually agreed to by both parties.

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

2. Salary shall be based on the 2013/14 administrative salary schedule Step 5, Vice President at a monthly rate of \$11,942 plus a 5% stipend for serving on negotiating teams, for a total monthly rate of \$12,539, pro-rated for partial months.

If this agreement is terminated prior to June 30, 2015, salary shall be pro-rated and disbursed at the next regular pay period. If the salary schedule for administrative employees is changed, Mr. Gilmartin's salary will be adjusted accordingly.

3. The Interim Vice President for Academic Affairs shall receive the same health and welfare benefits as other administrators.
4. Compensation shall be paid in accordance with applicable laws, rules and regulations.
5. Vacation leave shall accrue at the rate of 1.833 days per month for the term of this agreement. Vacation accrued and unused shall be paid following the termination of this agreement.
6. Sick leave shall accrue at the rate of 1.0 days per month. Unused sick leave shall not be paid upon separation from the District.
7. The District shall reimburse the Vice President for Academic Affairs for actual and necessary expenses which he incurs out of district, within the scope of his employment in accordance with applicable District policy.
8. This contract may be terminated by the Interim Vice President for Academic Affairs or the Board with thirty (30) days notice.
9. This contract may not be assigned without the consent of the Board.

10. This assignment is temporary and provides no eligibility to permanent status with the Monterey Peninsula Community College District.
11. The terms and conditions of this agreement may be changed by mutual agreement of the Interim Vice President for Academic Affairs and the Board.
12. 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.
13. 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.
14. 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 Academic Affairs relationship.
15. 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.


**INTERIM VICE PRESIDENT
FOR ADMINISTRATIVE
SERVICES**


Mr. Michael Gilmartin Date

**CHAIR
BOARD OF TRUSTEES**

Mr. Charles Brown Date

SUPERINTENDENT/PRESIDENT


Dr. Walter Tribley Date

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

Board Meeting Date

New Business Agenda Item No. F

Human Resources
College Area

Proposal:

That the Governing Board ratify the new employment agreement with Laurence E. Walker to serve as the Interim Vice President for Student Services from September 24, 2014 to June 30, 2015.

Background:

Following a thorough search process for Vice President of Student Services in the Spring of 2014, Monterey Peninsula College was unable to identify an appropriate candidate. A recent solicitation of applications, screening, interviewing, and reference checks for the Interim Vice President of Student Services was conducted and it is recommended that Laurence E. Walker be employed as the Interim Vice President of Student Services under the terms and conditions of the attached contract.

Laurence E. Walker will be placed at step 5 on the Vice President row of the Administrative salary schedule. Health and welfare benefits are the same as received by other Monterey Peninsula College administrators.

Budgetary Implications:

Included in budget.



Resolution: Be it resolved, that the Board of Trustees ratify the attached agreement to employ Laurence E. Walker as the Interim Vice President of Student Services, effective September 24, 2014 through June 30, 2015.

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 COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

September 17, 2014

THIS AGREEMENT is made between 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 temporary management position, pursuant to Section 72411 of the Education Code. The Interim Vice President for Student Services accepts such employment, in accordance with the following terms and conditions:

1. This Agreement shall be effective as of September 24, 2014, and shall end no later than June 30, 2015. The intent is to have the Interim Vice President for Student Services work until the individual hired in the permanent position of Vice President for Student Services begins work. This Agreement may be extended or it may be terminated prior to June 30, 2015, as mutually agreed to by both parties.

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 assigned by the Superintendent/President.

2. Salary shall be based on the 2013/14 administrative salary schedule Step 5, Vice President at a monthly rate of \$11,942 plus a 5% stipend for serving on negotiating teams, for a total monthly rate of \$12,539, pro-rated for partial months.

If this agreement is terminated prior to June 30, 2015, salary shall be pro-rated and disbursed at the next regular pay period. If the salary schedule for administrative employees is changed, Mr. Walker's salary will be adjusted accordingly.

3. The Interim Vice President for Student Services shall receive the same health and welfare benefits as other administrators.
4. Compensation shall be paid in accordance with applicable laws, rules and regulations.
5. Vacation leave shall accrue at the rate of 1.833 days per month for the term of this agreement. Vacation accrued and unused shall be paid following the termination of this agreement.
6. Sick leave shall accrue at the rate of 1.0 days per month. Unused sick leave shall not be paid upon separation from the District.
7. The District shall reimburse the Vice President for Student Services for actual and necessary expenses which he incurs out of district, within the scope of his employment in accordance with applicable District policy.
8. This contract may be terminated by the Interim Vice President for Student Services or the Board with thirty (30) days notice.
9. This contract may not be assigned without the consent of the Board.

10. This assignment is temporary and provides no eligibility to permanent status with the Monterey Peninsula Community College District.
11. The terms and conditions of this agreement may be changed by mutual agreement of the Interim Vice President for Student Services and the Board.
12. 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.
13. 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.
14. 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 Academic Affairs relationship.
15. 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.

**INTERIM VICE PRESIDENT
FOR ADMINISTRATIVE
SERVICES**

Laurence E. Walker 9/18/14

 Mr. Laurence E. Walker Date

**CHAIR
BOARD OF TRUSTEES**

 Mr. Charles Brown Date

SUPERINTENDENT/PRESIDENT

Walter A. Tribley 9/18/14

 Dr. Walter Tribley Date

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

New Business Agenda Item No. G

Human Resources
College Area

Proposal:

That the Governing Board ratify the memorandum of understanding between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA) to assign a non-teaching adjunct to perform duties as delineated in the 2014-2015 fiscal year.

Background:

On May 8, 2013, the parties signed a Memorandum of Understanding which allowed for reassigned time for the 2013-2014 year for duties associated with Distance Education (DE).

For the 2014-2015 year ending June 30, 2015, the District and MPCTA agreed to assign a non-teaching adjunct duties associated with DE on a semester basis.

Budgetary Implications:

Included in budget. Rate of pay will be based on placement of the Schedule C2 (hourly academic-non-teaching) salary schedule.

Resolution: Be it resolved, that the Board of Trustees ratify the memorandum of understanding between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (MPCTA) to assign a non-teaching adjunct to perform duties as delineated in the 2014-2015 fiscal year.

Recommended By:



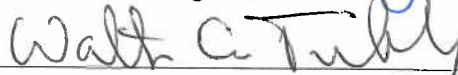
Michael Gilmartin, Interim Vice President, Academic Affairs

Prepared By:



Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

MEMORANDUM OF UNDERSTANDING

Between

Monterey Peninsula Community College District (District)

and

Monterey Peninsula College Teacher's Association (MPCTA)/CTA/NEA

Distance Education

Background: On May 8, 2013, the parties signed a Memorandum of Understanding which allowed for reassigned time for the 2013-2014 year for duties associated with Distance Education (DE).

For the 2014-2015 year ending June 30, 2015, the parties agree that the District shall assign a non-teaching adjunct to the position on a semester basis, scheduled for no more than 14 hours per week.

Examples of Duties:

- May serve as co-chair for the Institutional Committee on Distance Education, MPC's recommending body for matters pertaining to online teaching and learning, academic and technical support for online students and instructors.
- Participate in the planning, development, and evaluation of State initiatives related to online teaching and learning at MPC.
- Coordinate faculty professional development efforts related to online teaching and learning at MPC.
- Mentor and assist faculty in the design and development of online courses and online course content, including providing one-on-one support, instruction and consultation services.
- Develop and deliver professional development workshops and presentations for online faculty.
- Participate as a member on the DE Committee in review and development of curriculum for online courses, including review for compliance with local, federal, and state regulations (such as Copyright, Accessibility, Accreditation, Chancellor's Office requirements, etc.)
- Assist in the preparation of institutional reports related to distance education.
- Assist in marketing efforts for online courses and programs.
- Communicate with faculty, staff, and students about online courses and programs, including attending shared governance meetings as necessary to represent distance education.
- Serve as a liaison and a resource for faculty regarding issues concerning distance education.
- Keep up to date on latest trends and research in online course pedagogy, particularly focusing on retention and student learning.
- Maintain knowledge in the use of Moodle to design and deliver online instruction.

The parties agree to the terms of this Memorandum of Understanding on the 3rd day of September 2014. This MOU shall not be precedent setting and shall not constitute a past practice.

For MPCCD

Susan Kitegawa
Michael Belmont

For MPCTA

[Signature]
[Signature]
Ang M. Hoff
Eis Ojeda
Paula [Signature]

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

New Business Agenda Item No. H

Superintendent/President
College Area

Proposal:

To review information regarding a potential sculpture donation.

Background:

The Foundation has been approached by a potential donor who wishes to give the college a sculpture from her mother's collection. The donor is a very active and generous community member whose parents left a large collection of sculptures and written works to her, which she wishes to share with local organizations like the college.

We have identified a place on campus which we believe would be an ideal location (inside the new Student Center) for the sculpture. A photograph of the sculpture in the proposed location is attached to this agenda item.


The next step will be to present the Board with an action item (planned for October 2014) recommending the Board formally accept the gift.

Budgetary Implications:

None.

INFORMATION: Potential Sculpture Donation.

Recommended By:




Dr. Walter Tribley, Superintendent/President

Prepared By:



Beccie Michael, Executive Director, Monterey Peninsula College Foundation

Agenda Approval:



Dr. Walter Tribley, Superintendent/President



Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

President's Office
College Area

New Business Agenda Item No. I

Proposal:

That the Governing Board consider including the Pledge of Allegiance as part of the opening protocol of the Board meeting and provide direction to staff.

Background:

Trustee Coppernoll has proposed including the Pledge of Allegiance as part of the Board meeting. She requested the purchase of a flag and stand for the Sam Karas Room to facilitate this activity.

A scan of meeting minutes over the past 48 years show no record of the Pledge of Allegiance being included as part of the District's Board meeting protocol. Several other community college districts, such as Pasadena City College, Napa Valley CCD, San Mateo CCD, and Yosemite CCD, open their Board meetings with the pledge.

It is recommended the Board discuss the proposal to determine if there is consensus regarding changing the Board meeting protocol to include the pledge, and take formal action, as appropriate.

Budgetary Implications:

The cost of American and California flags/stands is approximately \$400 and will be covered by contingency funds.

INFORMATION/ACTION: Pledge of Allegiance at Board Meeting

Recommended By: Walt A. Tribley
Walter Tribley, Superintendent/President

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

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

Monterey Peninsula Community College District

Governing Board Agenda

September 24, 2014

New Business Agenda Item No. J

Superintendent/President
College Area

Proposal:

To review the attached Calendar of Events.

Background:

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

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

Budgetary Implications:

None.

INFORMATION: Calendar of Events.

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:

Shawn Anderson

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

Agenda Approval:

Walter C. Tribley

Dr. Walter Tribley, Superintendent/President

MPC Governing Board 2014 Calendar of Events

SEPTEMBER 2014

Wednesday, September 24 Regular Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session – Stutzman Room
3:00pm: Regular Meeting – Sam Karas Room

OCTOBER 2014

Wednesday, October 22 Regular Board Meeting, Public Safety Training Center
1:30pm: Closed Session – **SPS-101**
3:00pm: Regular Meeting – **SPS-104**
Saturday, October 25 MPC Homecoming Game vs. Hartnell College, 6:00pm

NOVEMBER 2014

Monday, November 10 Veteran's Day Holiday
Wednesday, November 19 Regular Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session – Stutzman Room
3:00pm: Regular Meeting – Sam Karas Room
*Date moved to 3rd Wednesday due to Thanksgiving holiday
Thurs-Fri, November 27-28 Thanksgiving Holiday

DECEMBER 2014

Wednesday, December 10 Regular Annual Organizing Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session – Stutzman Room
3:00pm: Regular Meeting – Sam Karas Room
Thursday, December 18 Fall Semester ends
Wed, December 24 to Winter Break
Thursday, January 1

JANUARY 2015

Friday, January 2 Early Spring Session Begins
Monday, January 19 Martin Luther King Day Holiday
Tuesday, January 27 Early Spring Session Ends
Wednesday, January 28 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)
Wednesday, January 28 to Spring Flex Day Program
Thursday, January 29

FEBRUARY 2015

Monday, February 2 Spring Semester Begins
Friday, February 13 Lincoln Day Holiday (Observed)
Monday, February 16 Washington Day Holiday
Wednesday, February 25 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)

MARCH 2015

Wednesday, March 25 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)
Sunday, March 29 to Spring Recess
Friday, April 3

MPC Governing Board 2014 Calendar of Events

APRIL 2015

Wednesday, April 22 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)

MAY 2015

Monday, May 25 Memorial Day Holiday

Wednesday, May 27 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)

JUNE 2015

Thursday, June 4 Spring Semester Ends

Thursday, June 4 Latino Ceremony: 6:00 p.m., LF 103 (to be confirmed)

Thursday, June 4 Asian Student Assn Ceremony: 6:00 p.m., Sakura Buffet (to be confirmed)

Friday, June 6 Kente Ceremony: 7:00 p.m., MU 101 (to be confirmed)

Saturday, June 6 Commencement: 12:00 p.m., Amphitheatre (Line-up at 11:30 a.m. in Gym)

Saturday, June 6 Nurse Pinning Ceremony: 3:00 p.m., Amphitheatre

Monday, June 15 Summer Session Begins

Wednesday, June 24 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)

JULY 2015

Friday, July 3 Independence Day Holiday (Observed)

Wednesday, July 22 Regular Board Meeting: 1:30 p.m. (Closed Session), 3:00 p.m. (Open Session)

Friday, July 24 End of Six-Week Summer Session