



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

**REGULAR MEETING
WEDNESDAY, OCTOBER 28, 2015**

NEW BUSINESS

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. A

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2015-2016 Monthly Financial Report for the period ending September 30, 2015.

Background:


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

Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED**, that the 2015-2016 Monthly Financial Report for the period ending September 30, 2015, be accepted.

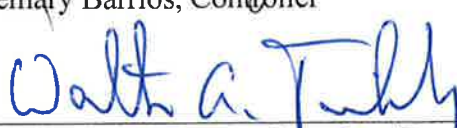
Recommended By:


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

Prepared By:


Rosemary Barrios, Controller

Agenda Approval:


Dr. Walter Tribley, Superintendent/President

Monterey Peninsula College

Fiscal Year 2015-16 Financial and Budgetary Report September 30, 2015

Enclosed please find attached the Summary of All Funds Report for the month ending September 30, 2015 for your review and approval. The financial report is an internal management report submitted to the Board of Trustees to compare actual financial activities to the approved budgets.

Operating Fund net revenue through September 30, 2015 is \$7,085,323 which is 13.8% of the operating budget for this fiscal year. Expenditures year-to-date total \$9,063,171 which is 38.6% of the operating budget for this fiscal year, for a net difference of -\$1,977,848.

Unrestricted General Fund

Revenues

- August apportionment of \$2.7M has been received this month.
- Property taxes received this month \$62,795.
- Funds have been moved to the Restricted General Fund this month from the Unrestricted General Fund that totaled \$1,259,933. These funds came in as part of the state general apportionment and are restricted categorical funds.
- Other local revenue received which includes: enrollment fees, course material fees, and other local revenues totaling \$249,670

Expenditures

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

Restricted General Fund

- Funds of \$1,259,933 were moved into the Restricted General Fund from the Unrestricted General Fund. These are restricted categorical funds that came in through the state general apportionment funds.

Unrestricted Child Development Fund

- A transfer between funds from the Unrestricted General Fund to the Child Development Fund is being completed in October to bring the cash balance of the Unrestricted Child Development fund cash balance up to a positive balance so it is sufficient to cover expenditures.

Restricted Child Development Fund

- The revenue in the Child Development Fund is low because the district has not received its reimbursement from the state. We still anticipate in receiving the full reimbursement of all expenses for the fiscal year.

Self Insurance Fund

- Self Insurance Fund (SIF) expenses are at 30.9% of budgeted expenditures.
- No funds have been deposited this month but the cash balance is sufficient to cover expenditures.

Revenue Bond Fund

- A transfer between funds from the Student Center Fund to the Revenue Bond Fund of \$22,100 will be completed in October to bring the revenue up to the budgeted amount of \$22,100. There is sufficient cash to cover expenditure payments.

Other Fiduciary Funds

- Fiduciary Funds are tracking close to budget.

Cash Balance:

The total cash balance for all funds is \$26,236,060 including bond cash of \$9,799,307 and \$16,436,753 for all other funds. Operating funds cash is \$9,241,421. Cash balance in the General Fund is at \$8,233,177 for the month ending September 30, 2015.

California Community College Chancellor's Office News:

The Chancellor's Office has posted a September Revision to the 2015-16 Advance Apportionment to distribute the new funds that were appropriated in the 2015-16 Budget Act. The two largest new programs are the Base Increase, which adds \$266,692,000 to the statewide base apportionment funding, and Full-Time Faculty hiring in the amount of \$62,320,000. The Exhibit C displays the distribution of these funds in part V, Other Revenue Adjustments. For MPC the Base Increase amount is displayed at \$1,636,346 and the Full-time Faculty Hiring amount is displayed at \$354,067.

Base Increase:

Of the funds appropriated in Schedule (1), \$266,692,000 shall be used to adjust the budget formula pursuant to Section 84750.5 of the Education Code to recognize increases in operating costs and to improve instruction.

Full-Time Faculty hiring:

Of the funds appropriated in Schedule (1), \$62,320,000 is for increasing the number of full-time faculty within the community college system. Notwithstanding, Subchapter 1(commencing with Section 51025) of Chapter 2 of Division 6 of Title 5 of the California Code of Regulations, the Chancellor of the California Community Colleges shall allocate these funds to all districts on a per FTES basis by modifying each districts budget formula pursuant to Section 84750.5 of the Education Code. Any revisions to the budget formula made for the purposes of this subdivision shall be made and reported consistent with the requirements of subdivision (f) of Section 84750.5 of the Education Code.

Another new program that received initial funding this month is the Full-Time Student Success Grant. This is a new financial aid program available to Cal Grant B recipients attending full-time, which pays an additional \$600 annually and is designed to encourage student to maintain full-time status.

The September revision includes initial funding for Adult Education consortia.

In October the Chancellor's Office will distribute the Mandate Block Grant funding of \$28 per FTES. The larger, one-time Mandate funding will begin to be distributed in December.

Monterey Peninsula Community College

Monthly Financial Report

September 30, 2015

Summary of All Funds

<u>Funds</u>	<u>Beginning Fund Balance</u>	<u>Revised Budgets 2015 - 2016</u>		<u>Ending Fund Balance</u>	<u>Year to Date Actual 2015 - 2016</u>			<u>% Actual to Budget</u>		<u>Cash Balance</u>
	<u>07/01/15</u>	<u>Revenue</u>	<u>Expense</u>	<u>6/30/2016</u>	<u>Revenue</u>	<u>Expense</u>	<u>Encumbrances</u>	<u>Rev</u>	<u>Expense</u>	<u>9/30/2015</u>
General - Unrestricted	\$3,802,947	\$41,684,235	\$41,684,235	\$3,802,947	5,777,619	7,586,217	9,400,033	13.9%	40.7%	\$8,233,177
General - Restricted	0	8,458,381	8,458,381	0	1,273,842	1,261,621	1,116,764	15.1%	28.1%	0
Child Dev - Unrestricted	0	132,508	132,508	0	139	32,595	15,099	0.1%	36.0%	-34,487
Child Dev - Restricted	0	422,662	422,662	0	0	79,892	96,586	0.0%	41.8%	0
Student Center	437,044	258,000	258,000	437,044	6,421	15,433	64,557	2.5%	31.0%	454,623
Parking	558,426	484,000	484,000	558,426	27,302	87,413	106,574	5.6%	40.1%	588,107
Subtotal Operating Funds	\$4,798,417	\$51,439,786	\$51,439,786	\$4,798,417	\$7,085,323	\$9,063,171	\$10,799,613	13.8%	38.6%	\$9,241,421
Self Insurance	2,603,459	6,891,882	6,891,882	2,603,459	0	1,981,779	149,085	0.0%	30.9%	914,342
Worker Comp	125,046	25,000	60,000	90,046	0	55,892	2,750	0.0%	97.7%	70,470
Other Post Employment Benefits	4,011,612	100,770	0	4,112,382	0	0	0	0.0%	0.0%	4,018,550
Capital Project	378,443	472,898	500,578	350,763	7,173	238,957	96,859	1.5%	67.1%	524,551
Building	9,759,850	20,000	0	9,779,850	0	2,155	2,155	0.0%	0.0%	9,799,307
Revenue Bond	22,331	22,100	22,100	22,331	0	0	0	0.0%	0.0%	22,371
Associated Student	92,451	90,000	90,000	92,451	9,479	9,158	0	10.5%	10.2%	208,510
Financial Aid	17,745	5,400,000	5,400,000	17,745	688,369	688,369	0	12.7%	12.7%	718,450
Scholarship & Loans	272,948	935,000	935,000	272,948	274,474	242,890	0	29.4%	26.0%	197,678
Trust Funds	293,917	744,500	744,500	293,917	216,632	187,974	0	29.1%	25.2%	499,807
Orr Estate	12,302	5,000	5,000	12,302	520	3,573	0	10.4%	71.5%	20,603
Total all Funds	\$22,388,521	\$66,146,936	\$66,088,846	\$22,446,611	\$8,281,971	\$12,473,918	\$11,050,462	12.5%	18.9%	\$26,236,060

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. B

Fiscal Services
College Area

Proposal:

That the Governing Board authorize Steven L. Crow, Ed.D, Professional Expert, Administrative Services, to enter into an agreement with the Chancellor's Office of the California Community Colleges, State of California, to participate in the Chancellor's Office Tax Offset Program (COTOP).

Background:

AB 2347 (Chapter 937, Statutes of 1982) authorizes the Chancellor's Office to act on behalf of local community college districts for the purpose of collecting outstanding student financial aid obligations through participation in the Franchise Tax Board's Interagency Tax Offset Program. Enhanced in 1991 through AB 3929, the offset of specific non-financial aid obligations is permitted.

By participating in the Tax Offset Program, the District can recover outstanding student obligations such as student loans, financial aid overpayments, student fees, library fines and personal checks written with non-sufficient funds and other approved debts.

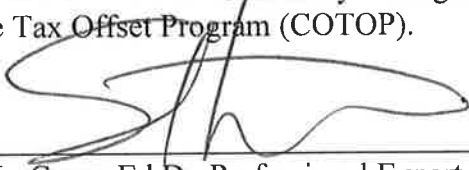
The Chancellor's Office Tax Offset Program (COTOP) requests the Franchise Tax Board to offset (deduct) the amount owed to a district from the student/debtor personal state income tax, lottery winnings, or other state refund. The Franchise Tax Board remits any amounts recovered to the Chancellor's Office, which authorizes the State Controller to disburse the offset amount, minus 25% administrative fee, to the participating local districts.

Budgetary Implications:

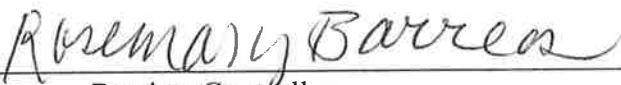
None.

☒ **RESOLUTION: BE IT RESOLVED**, that the Governing Board authorize Steven L. Crow, Ed.D, Professional Expert, Administrative Services, to enter into an agreement with the Chancellor's Office of the California Community Colleges, State of California, to participate in the Chancellor's Office Tax Offset Program (COTOP).

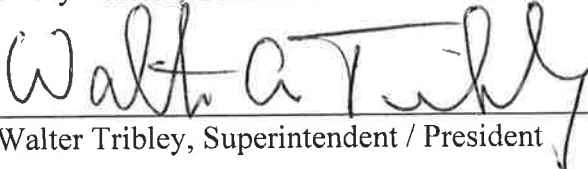
Recommended By:


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

Prepared By:


Rosemary Barrios, Controller

Agenda Approval:


Dr. Walter Tribble, Superintendent / President

THIS CONTRACT, made and entered into on or before this first day of October, 2015, in the State of California, by and between the

Monterey Peninsula COMMUNITY COLLEGE DISTRICT
and the
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

Monterey Peninsula COMMUNITY COLLEGE DISTRICT
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 19, 2015. Districts may make modifications to accounts (adds/changes/deletes) until November 19, 2015. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2015 through December 20, 2016, which as defined by the Franchise Tax Board, is the end of the 2016 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By _____
Erik Skinner _____ Date
Deputy Chancellor

(Name of District) DISTRICT

By _____
(Authorized Signature) _____ Date

(Printed Name of Signature)

(Title)

(Address)

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. C

Administrative Services

College Area

Information:

This agenda item is for information and will be brought back in November for action for this proposal: *That the Governing Board adopt Resolution # _____ authorizing the District's participation in the Community College League of California (CCLC) Retiree Health Benefit Program Joint Powers Authority.*

Background:

The Superintendent/President, Dr. Walter Tribley, has directed staff to research and bring forward this item for Board approval. The Community College League of California (CCLC) created a program to assist college districts meet the requirements of the Governmental Accounting Standards Board (GASB) 43 and 45 in regards to retiree health benefit liability. Nearly all California community college districts pay part, if not all, of the cost of health insurance for current and future retirees. Currently, districts may either pay such costs as they occur (a "pay as you go" approach), or accumulate assets to pre-fund retiree health benefits.

Governmental Accounting Standards Board (GASB) released statements of standards for accounting for such "other post-employment benefits" (OPEB). The GASB 43 and 45 standards for OPEB accounting have taken effect and require California community college districts to accrue the cost of retiree health benefits, and to establish plans to fully fund the future costs of providing future benefits to all current employees and retirees. These funds under GASB must be invested in an irrevocable trust. The CCLC has created a Joint Powers Authority to help districts invest funds in order to offset the liability created. The CCLC program operates as a pooled trust with an established track record of returns and an existing IRS private letter ruling as an irrevocable trust. *See Participation Agreement (Exhibit A) and Program Fee Parameters (Exhibit B).*

Budgetary Implications: Funds will be allocated in accordance with GASB 43 and 45 standards for OPEB accounting and invested in an irrevocable trust. The initial investment will be \$3M into a balanced investment fund and \$1M into an associated liquidity account.

☒ **INFORMATION:** The Community College League of California (CCLC) Retiree Health Benefit Program Joint Powers Authority.

Recommended By:


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

Prepared By:


Suzanne Ammons, Administrative Services

Agenda Approval:

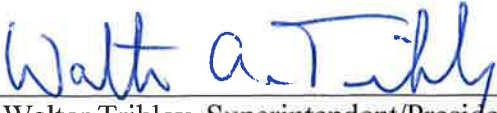

Dr. Walter Tribley, Superintendent/President

EXHIBIT A

REVISED PARTICIPATION AGREEMENT

By and Among

U.S. BANK NATIONAL ASSOCIATION

Identified as Trustee,

THE RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY

And

THE COMMUNITY COLLEGE DISTRICT

Identified herein below

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

Dated as of the date set forth below:

Oct/28th/2015

No guaranty that payments or reimbursements to employees, former employees or retirees will be tax-free. The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by any Community College District or any other qualified entity ("Entity") whatsoever as precedent concerning any matter relating to the Entity's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether contributions to the Entity's health plan(s) or payments from the Entity's health plan(s) (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Entity's health plan(s).

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT, entered into as of the date specified below, is by and among the California community college district listed below, a public community college district of the State of California, the Retiree Health Benefit Funding Program Joint Powers Agency, a joint powers agency organized under the laws of the State of California, and U.S. Bank National Association (as successor to Union Bank, N.A.), a national banking association organized and existing under and by virtue of the laws of the United States (the "Trustee").

By executing this Participation Agreement, the community college district specified below (the "Community College District" hereby approves and adopts that certain Trust Agreement dated March 15, 2006, entered into by and between Union Bank of California, N.A., as Trustee and the Retiree Health Benefit Funding Program Joint Powers Agency ("Trust Agreement"), as may be amended from time to time.

W I T N E S S E T H:

WHEREAS, the Community College District has heretofore entered into that certain joint powers agreement entitled "Retiree Health Benefit Program – a Joint Exercise of Powers Agreement" (the "Joint Powers Agreement") by and among itself along with certain other community college districts throughout the State of California for the purpose of operating a cooperative program for the management of investments applicable to retiree health benefit plans; and

WHEREAS, the Community College District seeks to become a party to the Trust Agreement referred to above thereby enabling the Community College District to become a participant in the cooperative plan provided for by way of the Joint Powers Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Community College District hereby provides the following information and undertakes the following commitments:

ARTICLE I

STATUS OF PLAN; PARTICIPATION THROUGH JOINT POWERS AGREEMENT

Section 1.01. Purpose.

In order to carry out the purposes of a plan for compliance with standards promulgated by Governmental Accounting Standards Board ("GASB") by way of GASB 45, the Community College District specified below adopts and approves this Participation Agreement, effective as of the date hereof.

Section 1.02. Plan Administrator.

For purposes of compliance with GASB 45, the plan administrator on behalf of the Community College District named below shall be the Retiree Health Benefit Program Joint Powers Agency.

ARTICLE II.

COMMUNITY COLLEGE DISTRICT INFORMATION

Section 2.01. Identification.

The Community College District which is a party to this Participation Agreement is the Monterey Peninsula Community College District of the State of California located at 980 Fremont Street. Its primary address and telephone number for communication shall be as follows:

980 Fremont Street,

Monterey, CA 93940

Section 2.02. Tax Number.

The Community College District's tax identification number is 94-2314506.

ARTICLE III.

SELECTION OF INVESTMENT ALTERNATIVES (select one)

Section 3.01. Investment Alternatives.

The Community College District hereby selects one of the seven (7) investment alternatives as identified below:

a. Profile No. 1/Core Bonds. ☐

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 1 which consists of the following asset allocations on a percentage basis:

Intermediate Fixed Income	37.00%
Multi-Strategy Fixed Income	30.00%
Agency MBS & Closed-end Bond Funds	30.00%
Treasury Inflation Protected Securities	3.00%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>100.00%</u>
Large-cap Equities	0.00%
Small-cap Equities	0.00%
Micro-cap Equities	0.00%
International Equities	0.00%
Total Equities	<u>0.00%</u>

b. Profile No. 2/Enhanced Bonds. ☐

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 2 which consists of the following asset allocations on a percentage basis:

Intermediate Fixed Income	27.75%
Multi-Strategy Fixed Income	22.50%
Agency MBS & Closed-end Bond Funds	22.50%
Treasury Inflation Protected Securities	2.25%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>75.00%</u>
Large-cap Equities	11.33%
Small-cap Equities	6.00%
Micro-cap Equities	2.67%
International Equities	5.00%
Total Equities	<u>25.00%</u>

c. Profile No. 3/Bonds Plus. ☐

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 3 which consists of the following asset allocations on a percentage basis:

Intermediate Fixed Income	22.20%
Multi-Strategy Fixed Income	18.00%
Agency MBS & Closed-end Bond Funds	18.00%
Treasury Inflation Protected Securities	1.80%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>60.00%</u>
Large-cap Equities	18.13%
Small-cap Equities	9.60%
Micro-cap Equities	4.27%
International Equities	8.00%
Total Equities	<u>40.00%</u>

d. Profile No. 4/Balanced. ☒

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 4 which consists of the following asset allocations on a percentage basis:

Intermediate Fixed Income	18.50%
Multi-Strategy Fixed Income	15.00%
Agency MBS & Closed-end Bond Funds	15.00%
Treasury Inflation Protected Securities	1.50%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>50.00%</u>
Large-cap Equities	22.67%
Small-cap Equities	12.00%
Micro-cap Equities	5.33%
International Equities	10.00%
Total Equities	<u>50.00%</u>

e. Profile No. 5/Equity Plus. ☐

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 5 which consists of the following asset allocations on a percentage basis:

Intermediate Fixed Income	14.80%
Multi-Strategy Fixed Income	12.00%
Agency MBS & Closed-end Bond Funds	12.00%
Treasury Inflation Protected Securities	1.20%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>40.00%</u>
Large-cap Equities	27.20%
Small-cap Equities	14.40%
Micro-cap Equities	6.40%
International Equities	12.00%
Total Equities	<u>60.00%</u>

f. Profile No. 6/Predominantly Equity. ☐

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 6 which consists of the following asset allocations on a percentage basis:

Intermediate Fixed Income	9.25%
Multi-Strategy Fixed Income	7.50%
Agency MBS & Closed-end Bond Funds	7.50%
Treasury Inflation Protected Securities	.75%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>25.00%</u>
Large-cap Equities	34.00%
Small-cap Equities	18.00%
Micro-cap Equities	8.00%
International Equities	15.00%
Total Equities	<u>75.00%</u>

g. Profile No. 7/Community Investment. ☐

In accordance with the terms and conditions of the Trust Agreement, the Community College District selects Asset Allocation Profile No. 7 which consists of the following asset allocations on a percentage basis in pre-screened investments that do not involve alcohol, tobacco, gambling, weapons, or animal testing, and do support positive investment in human rights, labor-relations, equality and community investment:

Intermediate Fixed Income	75.00%
Multi-Strategy Fixed Income	0.00%
Agency MBS & Closed-end Bond Funds	0.00%
Treasury Inflation Protected Securities	0.00%
Ultra-short Government Bond	<u>0.00%</u>
Total Fixed Income	<u>75.00%</u>
Large-cap Equities	18.75%
Small-cap Equities	6.25%
Micro-cap Equities	0.00%
International Equities	0.00%
Total Equities	<u>25.00%</u>

ARTICLE IV.
LIQUIDITY FUND [SELECT OR LEAVE BLANK]

Section 4.01 Selection of Liquidity Fund. ☒

In addition to the Investment Alternative selected above, by this designation, the Community College District authorizes the investment of trust assets on a short term basis in a liquidity fund. Such liquidity fund shall consist of the following allocations on a percentage basis:

Intermediate Fixed Income	7.40%
Multi-Strategy Fixed Income	6.00%
Agency MBS & Closed-end Bond Funds	6.00%
Treasury Inflation Protected Securities	0.60%
Ultra-short Government Bond	<u>80.00%</u>
Total Fixed Income	<u>100.00%</u>
Large-cap Equities	0.00%
Small-cap Equities	0.00%
Micro-cap Equities	0.00%
International Equities	0.00%
Total Equities	<u>0.00%</u>

ARTICLE V.
AGREEMENT TO BE BOUND

Section 5.01 Trust Agreement.

By executing this Participation Agreement through its chief executive officer, or the designee of such chief executive officer, the Community College District hereby approves the Trust Agreement and becomes subject to the terms and conditions thereof. The Community College District specifically acknowledges and approves the role of the JPA, the Portfolio Monitor and the Trustee as set forth in the Trust Agreement and to undertake all other duties and assume all rights and obligations as provided for therein.

ARTICLE VI.
DISTRIBUTIONS FROM TRUST FUND

Section 6.01 Disbursements.

On the direction of the Community College District, the Trustee shall make payments out of the Trust fund in cash or in-kind to any person, benefits provider or insurance company, including the Community College District, in such manner, in such amounts and for the purpose of providing benefits and paying administration expenses, directly or reimbursing any party as may be specified in the directions of the Community College District, including reimbursement to the Community College

District for the advance payment of Plan benefits and expenses, upon the provision of appropriate documentation satisfactory to the Trustee as described below. Reimbursements to any party, including the Community College District, for the payment of Plan benefits and expenses may be made at any time following submission of appropriate documentation. Payment in response to such directions shall be a complete discharge by the Trustee of its responsibility for the holding and safekeeping of such assets and any assets so paid over shall no longer be part of the Trust fund. It shall be the sole responsibility of the Community College District to ensure that any payment directed under this Agreement conforms to the provisions of this Trust Agreement and the provisions of GASB 45.

The Trustee shall be permitted to rely on the written direction of the Community College District. Notwithstanding the foregoing, the Trustee may, in its sole discretion, inspect any documentation and/or circumstances surrounding any such distribution.

ARTICLE VII.
DEFINITIONS

Section 7.01 Defined Terms.

Defined Terms not otherwise given meanings herein shall have those meanings set forth in the Trust Agreement.

THIS PARTICIPATION AGREEMENT is hereby entered into this 28th day of October , 2015.

COMMUNITY COLLEGE DISTRICT

By: _____

Printed Name: Dr. Steven L. Crow, Ed.D

Title: Professional Expert , Administrative Services

By: _____

Printed Name: Dr. Walter Tribley

Title: , Superintendent/President

RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: _____

Printed Name: _____

Title: _____

Exhibit B

PROGRAM FEE PARAMETERS

The following is a comprehensive description of the fees associated with the JPA's services and programs. All fees have been approved by the JPA Board.

JPA Start-up Fee: \$5,500

This is a one-time only membership fee paid by districts joining the JPA.

JPA Annual Fee: \$3,000

This fee is paid annually by all member districts.

JPA Investment Fee: 5 basis points or less

This fee is paid by districts with funds invested in the JPA's trust. An annual fee of 5 basis points is collected on the first \$10 million of each member district's investment in the trust. If a district's funds exceed \$10 million, fees totaling 2½ basis points are collected for any amount above that figure.

Portfolio Monitor Fee: 8 basis points

This fee is paid monthly to Meketa Investment Group, and is calculated on the balances in the JPA's trust. This fee is paid by districts with funds invested in the JPA's trust.

Trustee Fee: 6 basis points or less

This fee is paid quarterly to US Bank based off of the market value of all funds invested in the JPA's trust. The 6 basis point fee is collected on the first \$25 million of total assets in the trust. If the total assets in the trust exceed that figure, fees totaling 4 basis points are collected for the amount between \$26 million and \$75 million. Assets over \$150 million will be charged at 2 basis points. The weighted average for \$189 million – the approximate market value of the trust as of June 30, 2014 – is 2 basis points. Other fees include a \$2500 annual maintenance fee for the Master Trust Portfolio (spread between all invested districts), a \$500 account maintenance fee and a \$10 fee on all withdrawals.

Investment Expense Ratios

The JPA currently provides eight investment options for members. Below are the options and the expense ratio for each. The expense ratio includes 12b-1 fees, if any, distributed by mutual funds to the program's Portfolio Monitor. It should be noted that the size of the trust is large enough to qualify for institutional pricing of investment management expenses, and that this option has been exercised wherever possible.

<u>Investment Options</u>	<u>Expense Ratio</u>
1) Core Bonds (100% Fixed Income)	0.30%
2) Enhanced Bonds (75% Fixed Income, 25% Equity)	0.35%
3) Bond Plus (60% Fixed Income, 40% Equity)	0.35%

4) Balanced (50% Fixed Income, 50% Equity)	0.36%
5) Equity Plus (40% Fixed Income, 60% Equity)	0.37%
6) Predominately Equity (25% Fixed Income, 75% Equity)	0.38%
7) Liquidity (100% Fixed Income)	0.16%
8) Community Investment (75% Fixed Income, 25% Equity)	0.78%

(Special notes: Districts that join the Retiree Health Benefit Program JPA are expected to attend Board of Directors meetings and pay all related travel expenses. There are no fees charged by the JPA to member districts for providing investment advice or GASB-related information and updates.)

Expense ratios include transactions fees, which are fully disclosed. In all cases, whenever qualified, clients enjoy the lowest possible pricing. The quarterly report for each investment option provides the clearest picture of details in regards to average expense ratios.

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. D

Administrative Services
College Area

Proposal:

That the Governing Board authorize the District to enter into an agreement (attached) with Murley Consulting Group to assist with the solicitation and evaluation of Solar Proposals and the procurement process for Solar Electric Systems.

Background:

Murley Consulting Group is an independent energy consulting firm owned by Clyde Murley that manages energy programs for the Community College League of California (CCLC), is qualified by experience, knowledge, and materials to assist with the solicitation and evaluation of Solar Proposals and the procurement process for Solar Electric Systems. Under the auspices of the CCLC, Solar Consulting Services Program, Murley Consulting Group agrees to perform the professional and technical services according to the agreement and as assigned by the District, and the District agrees to contractually obligate any solar vendor that may secure a solar procurement contract with the District in which Murley Consulting Group's services are utilized to make corresponding payment to Murley Consulting Group.

Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters.

Budgetary Implications: Consulting services are anticipated to identify significant savings in energy costs for the District's consideration to pursue Solar Electric Systems.

☒ **RESOLUTION: BE IT RESOLVED,** That the Governing Board authorize the District to enter into an agreement (attached) with Murley Consulting Group to assist with the solicitation and evaluation of Solar Proposals and the procurement process for Solar Electric Systems.

Recommended By: _____


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

Prepared By: _____


Suzanne Ammons, Administrative Services

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President

Agreement

Made pursuant to the
Community College League of California's Solar Consulting Services Program

Between the League's Member District or College
and
Murley Consulting Group, an Independent Consulting Firm

Community College League of California Member District or College:

Monterey Peninsula Community College District

WHEREAS, the Community College League of California ("League" or "CCLC") is qualified by experience, knowledge, and materials to assist with the solicitation and evaluation of Solar Proposals and the procurement process for Solar Electric Systems;

WHEREAS, Murley Consulting Group ("Consultant"), an independent energy consulting firm owned by Clyde Murley that manages energy programs for the League, is qualified by experience, knowledge, and materials to assist with the solicitation and evaluation of Solar Proposals and the procurement process for Solar Electric Systems;

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and Consultant (hereinafter "Parties"), for the considerations hereinafter named, agree as follows:

Under the auspices of the CCLC Solar Consulting Services Program, Consultant agrees to perform the professional and technical services hereinafter set forth when and as assigned by the District, and the District agrees to contractually obligate any solar vendor that may secure a solar procurement contract with the District in which Consultant's services are utilized to make corresponding payment to Consultant.

1. BACKGROUND

The intent of the League's Solar Electric Consulting Services Program is to advance Districts' consideration of procuring one or more Solar Electric Systems, and/or their output through an arrangement such as a power purchase agreement, in order to offset electricity procurement needs and their associated costs and to help address Districts' needs to reduce carbon emissions and stabilize energy expenditures, among other reasons. District and Consultant generally expect that the procurement process will use a competitive "request for proposal" ("RFP") process, although District and Consultant may by mutual agreement use an alternate procurement process. Consultant will not charge the District any fees for its consulting services

Community College League of California Solar Electric Consulting Services Program Agreement

provided under this Program; instead, Consultant will receive its consulting fees on a contingency basis, by exacting a fee from any solar vendor that enters into a solar procurement contract with District pursuant to the chosen procurement process.

2. PURPOSE

The purpose of this Agreement is to outline the potential scope of solar electric consulting services that Consultant is prepared to provide the undersigned District, to specify the District's obligations pursuant to receiving these consulting services, and to specify the Consultant's compensation terms under this Agreement. The District and Consultant understand that the actual scope of services may be further specified following execution of this Agreement and that this Agreement may be modified to reflect such changes.

3. SCOPE OF CCLC SOLAR CONSULTING SERVICES PROGRAM

The purpose of the CCLC Solar Consulting Services Program is to provide analysis, document preparation, procurement management assistance, and technical advising in the District's efforts to procure one or more Solar Electric Systems. Under the auspices of the CCLC Solar Consulting Services Program, Consultant will provide a range of consulting services to District in these regards, and if a District should accept a solar vendor's proposal, Consultant agrees to provide further support to District, to the extent that District desires, in an effort to facilitate the consummation of a fair and reasonable agreement between that solar vendor and District. Consultant's services in support of these goals, to the extent that a District is interested in receiving them, may include the following:

- a. presentations to the staff, trustees, or agents of a District describing (i) ways in which Solar Electric Systems have the potential to benefit Districts, (ii) procurement approaches intended to achieve such benefits, and (iii) various solar vendors' proposals and their potential District benefits and costs in comparative terms;
- b. solar economic analyses, including analysis of District's utility bills and electricity usage;
- c. preliminary solar siting and system choice analyses;
- d. assume primary responsibility for development of a competitive procurement solicitation document (e.g., Request for Qualifications, Request for Proposals, or both);
- e. assistance in applying for solar incentives that may be offered by the District's utility;
- f. evaluate proposals submitted in response to District's solar solicitation and assist District's own proposal evaluations;
- g. advisory support during solar vendor interviews;
- h. non-legal advisory support during contract negotiations;
- i. craft language in support of a long-term solar output guarantee;
- j. non-engineering and non-construction advisory support during design and build process

Community College League of California Solar Electric Consulting Services Program Agreement

of Solar Electric System(s) for consistency with contract documents;

- k. work with the District and the District's utility to pursue favorable tariff and interconnection terms for the Solar Electric System(s);
- l. work with the District and the District's selected solar vendor on design, permitting, and tariff issues;
- m. work with and in support of District staff throughout Solar Electric System procurement process.

No legal, engineering, or construction management services are being provided by Consultant pursuant to this Agreement. The Parties agree that while all analyses performed by Consultant shall be done with professional due diligence and in good faith, such analyses are merely advisory and not conclusive in nature, especially inasmuch as such analyses may involve consideration of regulations, statutes, and both current and future utility tariffs which are open to multiple interpretations and over which the Consultant has no control, and which in the case of future tariffs cannot be known in advance. The Parties agree that Consultant's analyses should not be relied upon absent a clear understanding on the part of the District of their underlying data, assumptions, and inherent uncertainties, which Consultant shall explain if so requested by District.

4. MEMBER OBLIGATIONS

The undersigned District is not obligated under this Agreement to purchase either a Solar Electric System or the output of a Solar Electric System. However, District agrees to inform each solar vendor in writing that as a condition of being allowed by the District to participate in its solar procurement process, it must agree in writing to make a payment to Consultant if such vendor ultimately executes a solar procurement contract with the District. The formula and terms for such payment shall be specified in the solar RFP or other solar procurement solicitation document, and the exact amount of such payment shall be specified in any contract executed between the solar vendor and the District following the RFP process. Should the solar vendor fail to honor its payment obligations, upon request by Consultant, District agrees to provide reasonable assistance and support in Consultant's efforts to secure such payments.

5. INDEMNIFICATION

To the extent allowed by law, Consultant must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents, including Consultant, from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

6. EMPLOYEE RELATIONSHIP

It is understood that Consultant and its agents if any are responsible for their actions and are not employees or servants of the District regardless of the nature or extent of the acts performed by Consultant or its agents.

7. CANCELLATION

Either Party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, except in the case in which Consultant terminates without cause, the Parties agree that the payment obligation of a solar vendor to Consultant, if previously specified in the RFP or similar solar solicitation document, shall remain intact, whether or not the contract has yet been executed between the solar vendor and the District at the time of the Agreement cancellation. If the contract has not yet been executed at the time of cancellation the District agrees to inform in writing any and all solar vendors being considered at such point that the payment terms stated in the RFP shall continue to be binding. In the case in which Consultant terminates without cause, the Parties agree to meet in good faith to determine what if any fee should be paid to the CCLC Solar Consulting Services Program by any solar vendor(s) that executes a contract with the District for one or more solar PV systems.

8. OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by District in any fashion it sees fit. Notwithstanding the foregoing, however, Consultant reserves the right to use any documents or data prepared or collected during the course of its work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

9. CONSULTANT PERSONAL SERVICES

It is agreed that the District is relying in part on the personal services of Consultant and upon its technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District. It is further understood and agreed that Consultant shall not assign nor transfer its duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

10. CONFLICT OF INTEREST

Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. Consultant shall not disclose to others

Community College League of California Solar Electric Consulting Services Program Agreement

any confidential information gained from this relationship without the prior, written permission from the District. Further, Consultant shall not seek to use its position, the information gained thereby, nor any other aspect of the project or its relationship with others involved in it, for personal gain or other remuneration or benefit, beyond any compensation provided for herein.


This Agreement is made effective upon the signatures below of duly authorized representatives of the District and Consultant.

For District/College:

Signature	Date
-----------	------

Name, Title

For Consultant:

	October 5, 2015
Signature	Date

Clyde Murley, Principal, Murley Consulting Group
Name, Title

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. E

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 new courses be approved:

New Courses:

COOP 91.50 Education Work Experience
CSIS 178A Network Scaling Concepts
DANC 15D Ethnic Dance IV

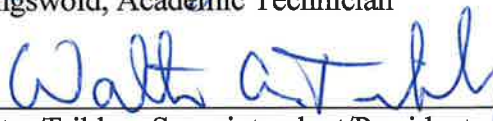
Recommended By:


Kiran Kamath, Vice President of Academic Affairs

Prepared By:


Kim Kingswold, Academic Technician

Agenda Approval:


Dr. Walter Tribley, Superintendent/President

NEW COURSES

COOP 91.50, Education Work Experience

.5-4 units

75 hours paid employment for each unit of credit; or 60 hours unpaid for each unit of credit

Justification:

Students interested in the field of education would benefit from experience in the classroom under the supervision of instructors. The unit range to include .5 unit to 4 unit sections would allow more students the opportunity for valuable work-based experience.

Description:

Education Work Experience is a planned, supervised program relating to a college major or career goal. The assignments are correlated with employment practices. A faculty adviser, job performance objectives, a term paper, and completed forms are required. May be taken up to 16 units in combination with COOP 92 if work station presents new or expanded opportunities.

CSIS 178A, Network Scaling Concepts

3 units

2 hours lecture, 3 hours lab

Justification:

Changes in course number, title, units/hours, catalog description, prerequisites, and objectives. The course content has changed due to a change in the certification exam. As we are a Cisco Academy and follow the Cisco certification requirements we are required to change the course to follow the new courses developed by Cisco.

Description:

This course builds on the basic configuration concepts covered in CSIS 177. Advanced concepts in routing and switching including dynamic routing protocols OSPF and EIGRP and STP are covered. Configuration and troubleshooting skills are developed in the course. Portions of instruction may be offered online.

DANC 15D, Ethnic Dance IV

1 unit

3 hours lab

Justification:

To comply with new regulations regarding repeatability.

Description:

This course is a continuation of DANC 15C. Students develop ethnic dance skills at an advanced level. Students also gain additional knowledge of the history and cultural origins of the dance form.

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. F

Student Services
Office

Proposal: That the Governing Board approve "Amendment 01" to contract number CSPP-5284 with the California Department of Education.

Background:

As a result of "expansion funding for expansion services" contract number CSPP-5284 approved on July 22, 2015 is being amended to include the following changes:

- The maximum reimbursable amount, is increased from \$224,706.00 to \$469,396.00
- An amount of \$34,717.00 may be expended as one-time-only start-up costs
- The minimum Child Days of Enrollment (CDE) Requirement shall be increased from 6,508 to 13,594.

Budgetary Implications:

Monterey Peninsula Community College District's maximum reimbursement amount is \$469,396.00

☒ **RESOLUTION:** BE IT RESOLVED, that the Governing Board approve "Amendment 01" to contract number CSPP-5284 with the California Department of Education.


Recommended By:


Laurence E. Walker, Interim Vice President of Student Services

Prepared By:


Amy Cavender, Administrative Assistant to the Interim Vice President of Student Services

Agenda Approval:


Dr. Walter A. Tribley, Superintendent/President

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 15 - 16**Amendment 01**

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5284

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6610-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

15/16 CSPP Expansion/Start-Up

CONTRACTOR'S NAME: MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

This Agreement with the State of California dated July 01, 2015 designated as number CSPP-5284 shall be amended in the following particulars but no others:

The current APPLICATION for California State Preschool Program (CSPP) Expansion funding for expansion services are by this reference made a part of this Agreement.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this Agreement shall be amended by deleting reference to \$224,706.00 and inserting \$469,396.00 in place thereof.

Up to \$34,717.00 of the MRA may be expended as one-time-only start-up costs in accordance with Education Code Section 8275 and the Funding Terms and Conditions. This amount combined with any approved start-up for FY 2014-15 shall not exceed 15% of the total expansion award.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this Agreement shall be \$34.53. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,508.0 and inserting 13,594.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 161. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Laurence Walker, VP Student Svcs.	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 930 Fremont Monterey, CA 93940	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 244,690	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 224,706	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 469,396	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-5284

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 25,761	(OPTIONAL USE)0656 13609-6610	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,761	ITEM 30.10.001 6100-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 14,173	(OPTIONAL USE)0656 15136-6610	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 14,173	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 105,217	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 137,455	(OPTIONAL USE)0656 23038-6610			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 242,672	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 139,473	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 47,317	(OPTIONAL USE)0656 23254-6610			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 186,790	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. G

Academic Affairs

College Area

Proposal:

To adopt the 2016–2017 College Academic Calendar.

Background:

The attached recommended 2016-2017 academic calendar conforms to the legal and contractual obligations of the District. The 2016-2017 academic calendar is being proposed in order to facilitate advance planning.

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

Budgetary Implications:

None.

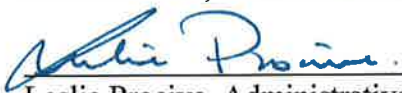
☒ **RESOLUTION: BE IT RESOLVED**, that the 2016-2017 College Academic Calendar be approved as proposed. .

Recommended By:



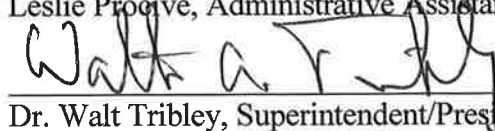
Kiran Kamath, Vice President, Academic Affairs

Prepared By:



Leslie Proove, Administrative Assistant IV, VP, Academic Affairs

Agenda Approval:



Dr. Walt Tribley, Superintendent/President

DRAFT Monterey Peninsula Community College District Calendar 2016-2017

Teaching Days Per Month

Wk. #	Month	S	M	T	W	Th	F	S	
FALL SEMESTER – August 19, 2016 through December 16, 2016									
	AUGUST	7	8	9	10	11	12	13	
		14	15	16	(17)	(18)	19	20	Scheduled Flex Days – August 17 and 18
1		21	22	23	24	25	26	27	Semester begins August 19
2		28	29	30	31				9
2	SEPTEMBER					1	2	3	
3		4	5*	6	7	8	9	10	Labor Day – September 5
4		11	12	13	14	15	16	17	
5		18	19	20	21	22	23**	24	Native American Day Commemoration
6		25	26	27	28	29	30		21
6	OCTOBER							1	
7		2	3	4	5	6	7	8	
8		9	10	11	12	13	14	15	
9		16	17	18	19	20	21	22	
10		23	24	25	26	27	28	29	
11		30	31						21
11	NOVEMBER			1	2	3	4	5	
12		6	7	8	9	10	11*	12	Veteran's Day Observance– November 11
13		13	14	15	16	17	18	19	
14		20	21	22	23	24*	25*	26	Thanksgiving Holiday – November 24, 25 and 26
15		27	28	29	30				19
15	DECEMBER					1	2	3	
16		4	5	6	7	8	9	10	
17		11	12	13	14	15	16	17	Finals Week December 12 – 16; Semester ends December 16
		18	(19)	20	21	22	23	24	Scheduled Flex Day - December 19
		25	26*	27*	28*	29*	30*	31	TOTAL 82
EARLY SPRING SESSION – January 3, 2017 through January 20, 2017									
	JANUARY	1	2*	3	4	5	6	7	Early Spring Session begins January 3; ends January 20
		8	9	10	11	12	13	14	Note: Overlap of Early Spring with Flex Days
		15	16*	17	(18)	(19)	(20)	21	MLK Day – January 16; Scheduled Flex Days January 18, 19 & 20
SPRING SEMESTER – January 23, 2017 through May 26, 2017									
1	JANUARY	22	23	24	25	26	27	28	Semester begins January 23
2		29	30	31					7
2	FEBRUARY				1	2	3	4	
3		5	6	7	8	9	10	11	
4		12	13	14	15	16	17*	18	Lincoln Day Observance – February 17
5		19	20*	21	22	23	24	25	Washington Day – February 20
6		26	27	28					18
6	MARCH				1	2	3	4	
7		5	6	7	8	9	10	11	
8		12	13	14	15	16	17	18	
		19	20	21	22	23	24	25	Spring Recess March 19 to March 25
9		26	27	28	29	30	31**		March 31 – Cesar Chavez Day
9	APRIL							1	18
10		2	3	4	5	6	7	8	
11		9	10	11	12	13	14	15	
12		16	17	18	19	20	21	22	
13		23	24	25	26	27	28	29	
14		30							20
14	MAY		1	2	3	4	5	6	
15		7	8	9	10	11	12	13	
16		14	15	16	17	18	19	20	
17		21	22	23	24	25	26	27	Finals Wk May 22–26; Semester ends May 26; Commence. May 27
		28	29*	(30)	31				Memorial Day – May 29; Scheduled Flex Day May 30
	JUNE					1	2	3	TOTAL 83
SUMMER SESSION – June 5, 2017 through July 14, 2017 (6-week session) June 5, 2017 through July 28, 2017 (8-week session)									
1	JUNE	4	5	6	7	8	9	10	Summer session begins June 5
2		11	12	13	14	15	16	17	
3		18	19	20	21	22	23	24	
4		25	26	27	28	29	30		
4	JULY							1	
5		2	3	4*	5	6	7	8	Independence Day – July 4
6		9	10	11	12	13	14	15	End of Six-Week Session – July 14
7		16	17	18	19	20	21	22	
8		23	24	25	26	27	28	29	End of Eight-Week Session – July 28
		30	31						
	AUGUST			1	2	3	4	5	

* Holidays for Classified Staff and Administrators
 ** Native American Day/Cesar Chavez Commemoration

Non-Teaching Days within Session () Scheduled Flex Days for Faculty Board Approved _____

FALL SEMESTER – August 19, 2016 through December 16, 2016

August 17 and 18	Scheduled Flex Days for Faculty
August 19	Semester Begins
September 5	Labor Day
September 6	Census
November 11	Veterans' Day
November 24, 25 and 26	Thanksgiving Holiday
December 12 – 16	Finals Week
December 16	Semester Ends
December 19	Scheduled Flex Day for Faculty
December 26	Christmas Day Observance
December 27	In lieu of Cesar Chavez Day
December 28	Admissions Day Alternate Holiday for Classified
December 29	Periodic Holiday
December 30	New Year's Eve ½ Day and Spring Holiday ½ Day Observance
January 2	New Year's Day Observance

EARLY SPRING – January 3, 2017 through January 20, 2017

January 3	Session Begins
January 16	Martin Luther King, Jr. Day
January 20	Session Ends

SPRING SEMESTER – January 23, 2017 through May 26, 2017

January 18, 19 and 20	Scheduled Flex Days for Faculty
January 23	Semester Begins
February 6	Census
February 17	Lincoln's Day Observance
February 20	Washington's Day
March 19 through March 25	Spring Recess
May 22 – 26	Finals Week
May 26	Semester Ends
May 27	Commencement
May 29	Memorial Day
May 30	Scheduled Flex Day for Faculty

**SUMMER SESSION – June 5, 2017 through July 14, 2017 (Six-Week Session)
June 5, 2017 through July 28, 2017 (Eight-Week Session)**

June 5	Session Begins
July 4	Independence Day
July 14	End of Six-Week Session
July 28	End of Eight-Week Session

Faculty is 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.

Board Approved _____

Monterey Peninsula Community College District

Governing Board Agenda

October 2, 2015

New Business Agenda Item No. H

Academic Affairs
Office

Proposal:

To appoint Michael Gilmartin, Dean of Instructional Planning, as the District's representative to the Adult Education Regional Consortium of the Monterey Peninsula.

Background:

In 2013-14, the State of California appropriated \$25 million for regional adult education consortia. This money was allocated to each local adult education consortium in the form of planning grants. In the 2015-16 budget, the State has allocated funds to the California Department of Education and the California Community Colleges Chancellor's Office to provide funds for these local adult education consortia to begin implementing their regional plans.

Currently Monterey Peninsula College, Monterey Adult School, Pacific Grove Adult School, and Carmel Adult School make up the Adult Education Regional Consortium of the Monterey Peninsula. MPC is the fiscal agent for this consortium. For the past year, Michael Gilmartin, Dean of Instructional Planning, has been acting as the representative for MPC on the steering committee of the consortium.


The California Department of Education is now requiring that the Board of Trustees of each member of the consortium officially appoint their representative to the consortium steering committee prior to receiving funding on November 1.

Budgetary Implications:

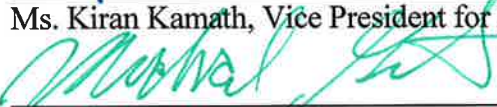
None.

☒ **RESOLUTION: BE IT RESOLVED**, that the Governing Board will appoint Michael Gilmartin, Dean of Instructional Planning, as the District's representative to the Adult Education Regional Consortium of the Monterey Peninsula.

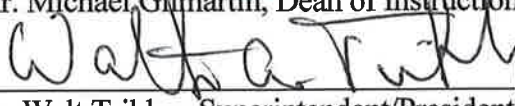
Recommended By:


Ms. Kiran Kamath, Vice President for Academic Affairs

Prepared By:


Mr. Michael Gilmartin, Dean of Instructional Planning, Academic Affairs

Agenda Approval:


Dr. Walt Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

Board Meeting Date

New Business Agenda Item No. I

Human Resources
College Area

Proposal:

That the Governing Board approve the Memorandum of Understanding (MOU) "Mandatory Training Full-Time Faculty" dated September 21, 2015 between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association (the Parties) which provides full-time faculty compensation for mandated training for the 2015/2016 academic year.

Background:

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

The Parties signed an MOU dated September 21, 2015 that provides full-time faculty compensation for mandatory training assigned by the District at their current hourly overload rate on the B1-Teaching and C1-Non-Teaching Salary Schedules. This MOU is valid only for the 2015/2016 academic year.

Budgetary Implications:

The cost to the District for compensation and payroll benefits for full-time faculty to participate in mandatory training for the 2015-2016 is estimated at \$17,780.00. The amount has been budgeted in the 2015/2016 unrestricted general fund budget.

☒ **Resolution: BE IT RESOLVED**, that the Governing Board approve the Memorandum of Understanding (MOU) "Mandatory Training Full-Time Faculty" dated September 21, 2015 between Monterey Peninsula Community College District and Monterey Peninsula College Teachers Association which provides full-time faculty compensation for mandated training for the 2015/2016 academic year.

Recommended By: _____


Michael Gilmartin, Dean of Instruction Planning

Prepared By: _____


Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President

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

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





September 21, 2015

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




1. Mandatory training will be assigned by the District and will take place during the 2015/2016 academic year.
2. Full-time faculty will agree to complete the training by the deadline communicated to them by District email.
3. The Parties agree that full-time faculty will be paid for the academic year 2015/2016 an hourly rate for time spent to complete the training as designated on the training program agenda. They will be paid at their current overload step placement on their current Salary Schedule B-1 Teaching or C-1 Non-Teaching.
4. The Parties agree to discuss the effects of mandatory training requirements during the 2015/2016 negotiations.

The parties agree to the terms of this Tentative Agreement on the 21st day of September 2015. This MOU shall not be precedent setting and shall not constitute a past practice. The agreement is effective upon approval of the Board of Trustees of Monterey Peninsula Community College District.

For MPCCD

For MPCTA

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. J

Human Resources
College Area

Proposal:

That the Governing Board approve the Memorandum of Understanding (MOU) of June 17, 2015, entitled Student Services Reorganization in which the California Employees School Association Chapter #245 MPCEA/CSEA and the Monterey Peninsula Community College District (the Parties) agree to the reorganization of Student Services.

Background:

The Parties met to negotiate the proposed reorganization and assignment of duties in Student Services. The changes will result in increased efficiencies in providing services to students. These negotiations have concluded resulting in the attached MOU which includes:

- a. The freezing of the position Assessment Specialist, Range 14;
- b. The establishment of an additional position of Categorical Services Coordinator, Range 17 to replace the Assessment Specialist;
- c. The establishment of the position of Categorical Services Coordinator II, Range 22;
- d. And the reclassification the Categorical Services Coordinator assigned to the Veterans' Center, Range 17 to the position of Categorical Services Coordinator II, Range 22, effective July 1, 2015.

The MOU was ratified by the members of MPCEA, Chapter #245 on October 13, 2015 with a vote of 29 in favor, 16 opposed, and 1 abstention.

Budgetary Implications:

The reorganization of Student Services will cost approximately \$9,855.00 for fiscal year 2015-2016. This amount includes all anticipated step increases. These positions are categorically funded.

☒ **RESOLUTION: BE IT RESOLVED,** that the Governing Board approve the Memorandum of Understanding (MOU) of June 17, 2015, entitled Student Services Reorganization in which the California Employees School Association Chapter #245 MPCEA/CSEA and the Monterey Peninsula Community College District agree to the reorganization of Student Services.

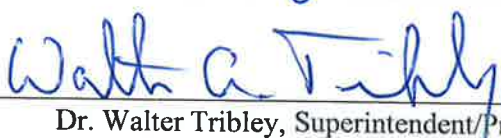
Recommended By: _____


Laurence E. Walker, Superintendent/President

Prepared By: _____


Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President


**Monterey Peninsula Community College District
And
California School Employees Association Chapter # 245
Memorandum of Understanding
June 17, 2015
Student Services Reorganization**


Monterey Peninsula Community College District and the California School Employees Association Chapter # 245 (the Parties) have negotiated and agreed to reorganization in Student Services.

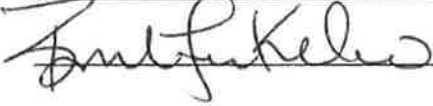
1. The position currently held by Eileen Crutchfield, Categorical Services Coordinator at range 17, will be modified to include increased scope and responsibilities associated with the day-to-day operations of the Veteran's Center and entitled "Categorical Services Coordinator II." Placement on the classified salary schedule will be range 22. The job description is attached . These changes will be effective July 1, 2015.
2. The classification of Assessment Specialist at range 14 is currently vacant and will be frozen. The District will hire an additional Categorical Services Coordinator at range 17 which will perform the duties of the Assessment Specialist as well as additional responsibilities associated with the delivery of assessment, orientation and follow-up services.

This Agreement is effective upon ratification by CSEA and the District's Governing Board. The parties agree to the terms of this Memorandum of Understanding on the 7th day of August 2015.

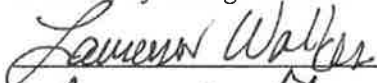
For CSEA Chapter #245

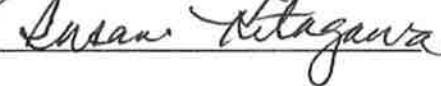






For Monterey Peninsula
Community College District





Job Description: Categorical Services Coordinator II
Approved, Bargaining Unit President:
Approved, MPC Associate Dean, Human Resources:
Board Approved:

MONTEREY PENINSULA COLLEGE

CATEGORICAL SERVICES COORDINATOR II

JOB SUMMARY

Under general direction, plan, coordinate and participate in a variety of complex and responsible administrative activities related to the assigned day-to-day operations of a special program. Receive limited supervision from the supervisor within a broad framework of standard policies and procedures. Coordinate and lead day-to-day program office activities; coordinate and lead day-to-day program activities, as well as perform research, assist with reports and monitor budgets; maintain confidentiality regarding all matters and records. Provide information and assistance for students not requiring the services of a counselor.

Interpret and exercise good judgment in the application and follow through of departmental decisions and college policies; provide information on college policies, procedures, standards and requirements; establish and maintain good public relations with staff, students, and the community at large.

EXAMPLES OF FUNCTIONS

Essential Functions

Process administrative details not requiring the immediate attention of the supervisor; perform a variety of paraprofessional and administrative duties in support of the assigned program.

Meet with action committees to facilitate grant and program development needs.

Lead the planning, development, implementation, coordination and evaluation of the day-to-day operations of the assigned program services and procedures.

Serve as a source of information regarding the policies and procedures of assigned program; provide information where judgment, knowledge and interpretation are necessary; refer inquiries to appropriate sources.

Coordinate student recruitment and assist with registration of participants within assigned program; check on progress of enrolled students; collect and monitor compliance and outcome data on assigned program's participants.

Create assigned program binders as needed; maintain student files and enter student data into the database; assist students to enroll.

Maintain ongoing working relationships with Federal, State, county and/or regional administrators and managers as needed with assigned program.

Monitor a variety of data for completion and conformance with established program compliance procedures.

Develop and prepare a variety of documents, forms and procedures for the assigned program's office, which may also include, but is not limited to: statistical reports, brochures, pamphlets and flyer, newsletter, agendas, manuals, event programs, invitation flyers, yearbooks, program brochures, and posters.

Serve as liaison with college administration, academic personnel and students as well as community agencies, organization, professionals, vendors and other colleges to maintain up-to-date resource data.

Coordinate preparation of workshops and meetings, including travel arrangements for staff members and students in assigned programs.

Attend and lead sponsored workshops, seminars and other events as assigned.

Participate in budget development and justification; monitor budget expenditures; monitor and maintain spreadsheet and database for budgets and assigned programs; inventory and requisition necessary supplies using District procedures.

Develop a wide variety of community contacts for resources for referrals; give general consultation and assist individual students in utilizing the many and varied services available.

Assist students in resolving paper work or system problems; expedite resolution of problems requiring utilization of on- and off-campus resources.

Maintain control files on matters in progress and expedite their completion; coordinate, lead, and monitor special projects, assignments and activities; check reports, records, and other materials for accuracy, completeness and conformity with established standards of Federal, State, county, regional, and/or institutional guidelines and regulations.

Lead the preparation of special program projects which may include, but is not limited to, annual grant applications, budgets, periodic and annual reports, and program evaluations.

Consult with other program related organizations, advisory committees, and social service agencies on matters of program quality and enhancement.

Research and compile information and prepare periodic reports and evaluations in assigned program.

Other Duties:

Attend meetings and serve on college, local and state committees and organizations, as required.

Assist in the hiring process, train and direct the work of part-time temporary and student employees, as required.

Perform other related duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience

Any combination of education, experience, and training which would indicate possession of the required knowledge, skills, and abilities listed herein. For example, two years of course work in public or business administration or a related field, and three years of administrative support experience.

Knowledge

Knowledge of: public and human relations techniques; research methods; report writing; presentation skills; current office procedures and practices including filing systems; a variety of word processing, spreadsheet and/or database programs as needed to fulfill the requirements of the job.

Abilities

Ability to: learn and apply Federal, State, regional and District regulations, policies, and procedures; understand and independently carry out oral and written instructions; prioritize tasks and manage several tasks

simultaneously; accurately and efficiently use a variety of word processing, spreadsheet and/or database programs to create/produce letters, reports, spreadsheets and other documents as needed to fulfill the requirements of the job; learn and successfully use new software programs as required to fulfill the duties of the job; use appropriate and correct English spelling, grammar, and punctuation; perform arithmetical calculations with speed and accuracy; learn and successfully apply current office policies and procedures; analyze situations and make decisions on procedural matters without immediate supervision; communicate effectively in both oral and written form; efficiently use a variety of office equipment as needed to fulfill the needs of the job; establish and maintain effective work relationships with those contacted in the performance of required duties; demonstrate an understanding of, sensitivity to and appreciation for, the academic, ethnic, socio-economic, disability and gender diversity of students and staff attending or working on a community college campus.

PHYSICAL EFFORT/WORK ENVIRONMENT

Light to moderate physical effort; occasional standing or walking; periodic handling of parcels, supplies or equipment up to 15 pounds. Indoor work environment.

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. K

Human Resources
College Area

Proposal:

That the Governing Board approve the Tentative Agreement between the California Employees School Association Chapter #245 MPCEA/CSEA and the Monterey Peninsula Community College District (the Parties) that continues the current contract for the period July 1, 2014 through June 30, 2017.

Background:

The Parties have negotiated in good faith and completed their negotiations for a successor agreement. A tentative agreement between the District and the Association was reached on August 7, 2015 and was ratified by the membership on October 13, 2015. The results of the ratification vote were 38 in favor and 8 opposed.

The provisions of the tentative agreement are:

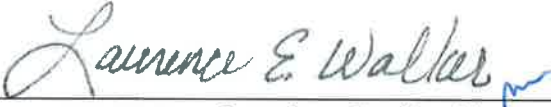
- That the terms and conditions of the 2014-2017 Agreement remain the same as the 2011-2014 Agreement except for Article XXIII Duration.
- For 2015-2016, the parties have the right to re-open the contract on Article IV Pay and Allowances and Article VII Health and Welfare, and each party may open two additional articles. Additional articles may be opened with mutual agreement by the Parties.

Budgetary Implications:

N/A

☒ **RESOLUTION: BE IT RESOLVED**, that the Tentative Agreement between the California Employees School Association Chapter #245 MPCEA/CSEA and the Monterey Peninsula Community College District continue the current contract for the period July 1, 2014 through June 30, 2017, be approved.


Recommended By: _____


Laurence E. Walker, Superintendent/President

Prepared By: _____


Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #245**

**TENTATIVE AGREEMENT FOR A
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
AUGUST 7, 2015**

This Tentative Agreement is made and entered into on this 7th day of August 2015 by and between the Monterey Peninsula Community College District and California School Employees Association Chapter #245 (Parties). The Parties have met and negotiated in good faith and have completed their negotiations for this July 1, 2014 to June 30, 2017 Agreement. This Agreement is the successor to the Parties' 2011-2014 Agreement. The Parties hereby agree:

1. That the terms and conditions of the 2014-2017 Agreement remain the same as the 2011-2014 Agreement except for Article XXIII Duration.
2. That Article XXIII has be modified as follows:

**ARTICLE XXIII
DURATION**

23.1 Term of Agreement

This Agreement shall be in full force and effect from July 1, 2014 through June 30, 2017.

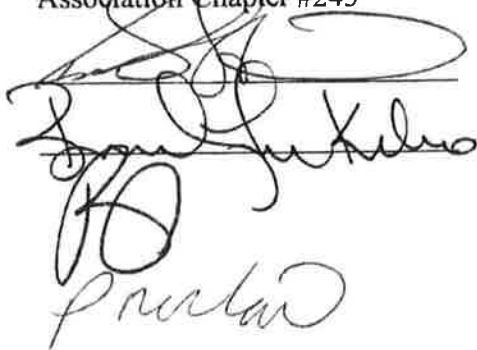
23.2 Reopeners

For 2015-2016, the parties shall have the right to re-open the contract on Article IV, Pay and Allowances, and Article VII, Health and Welfare Benefits and each party may open two additional articles. Additional articles may be opened in any fiscal year with the mutual agreement by all parties.

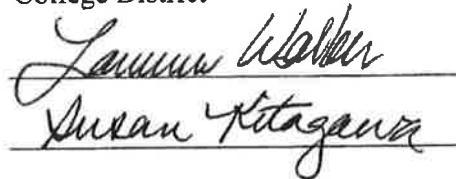
On or before March 15, 2017, CSEA shall present its proposal to the District for a successor Agreement pursuant to the EERA. The District shall present its proposal on or before March 31, 2017. The parties shall commence negotiations as soon as possible after the Board has sunshined the initial proposals.

This tentative agreement is subject to ratification by the California School Employees Association Chapter #245 and approval by the Board of Trustees.

For California School Employees
Association Chapter #245



For Monterey Peninsula Community
College District



Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

President's Office

College Area

New Business Agenda Item No. L

Proposal:

That the Governing Board approve amendments to the Citizens' Bond Oversight Committee Bylaws.

Background:

After the district's Proposition 39 bond measure was approved in November 2002, Bylaws for the Citizens' Bond Oversight Committee were developed by the district's bond counsel to outline the duties and responsibilities of the oversight committee, the obligations of the district, as well as committee membership, ethics, meetings, and reporting requirements. The Bylaws were approved by the Board in February 2003, and were subsequently revised in November 2003 and February 2012.

Two amendments are proposed. The first amendment changes the provision regarding membership term and allows committee members to serve 3 consecutive terms, rather than 2, per a recent revision to Education Code 15282. In addition, to ensure a smooth transition during changes in membership, a member whose term has expired can continue to serve on the committee until a replacement is appointed by the Board.

The second amendment modifies the provision regarding member appointment and solicitation of applications to acknowledge the use of the District's website as an option for announcements of vacancies. Also, "media" is substituted for "newspapers" to recognize the different media platforms available for disseminating information to the community.

All other provisions of the Bylaws remain in effect.

Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED**, the amended Citizens' Bond Oversight Committee Bylaws, as attached hereto, be approved.

Recommended By:

Walter A. Tribley
Walter Tribley, Superintendent/President

Prepared By:

Vicki Nakamura
Vicki Nakamura, Assistant to the President

Agenda Approval:

Walter A. Tribley
Walter Tribley, Superintendent/President

CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS

Section 1. Committee Established. The Monterey Peninsula Community College District (the "District") was successful at the election conducted on November 5, 2002 (the "Election"), in obtaining authorization from the District's voters to issue up to \$145,000,000 aggregate principal amount of the District's general obligation bonds. The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish the Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the Monterey Peninsula Community College District (the "Board") hereby establishes the Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have independent legal capacity from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under Measure I. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 and shall refrain from the activities in Sections 3.4 and 3.5:

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds.

3.2 **Review Expenditures.** The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; and (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Superintendent/President. Either the Board or the Superintendent/President, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts,
- (ii) Approval of construction change orders,
- (iii) Appropriation of construction funds,
- (iv) Handling of all legal matters,
- (v) Approval of construction plans and schedules,
- (vi) Approval of Deferred Maintenance Plan and Facilities Master Plan,
and
- (vii) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
- (b) The establishment of priorities and order of construction for the bond projects shall be made by the Board in its sole discretion.
- (c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board in its sole discretion and shall report to the Committee on any cost saving techniques considered or adopted by the Board.
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.
- (f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.
- (g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations.

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39.

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution.

(b) Inspect college facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Vice President, Business/Finance.

(c) Review copies of deferred maintenance proposal, facilities master plan, or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number.

The committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member active in a support organization for the college, such as a foundation.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least 18 years of age and reside within the District's geographic boundary. The residency requirement does not apply to the student representative.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and to complete the Form 700 as required by all "designated employees" of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning in November. No member may serve more than ~~two (2)~~three (3) consecutive terms. At the Committee's first meeting, members will draw lots or otherwise select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Upon the expiration of his or her term, each member shall remain in office until his or her replacement is named and appointed by the Board.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) advertising for applications in local ~~newspapers~~media or on the District's website; (b) appropriate local groups will be solicited for applications; (c) the Superintendent/President or his designee will review the applications; and (d) the Superintendent/President or his designee will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) Individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; and (c) the Committee shall only have the right to receive documents or reports which have been submitted to the Board or which are a public record.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in November.

6.2 Location. All meetings shall be held within the Monterey Peninsula Community College District, located in Monterey County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) preparation and copies of any documentary meeting materials, such as agendas and reports; and
- (d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds shall be used to provide District support to the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board at least semi-annually in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent/President shall appoint the Chair. The Committee shall elect a vice-chair who shall act as chair only when the chair is absent. No person shall serve as chair for more than two consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a two-thirds vote of the entire Board.

Section 11. Termination. The Committee shall automatically terminate and disband at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.
- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.
- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Monterey Peninsula Community College District.
- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

Board Meeting Date

President's Office

College Area

New Business Agenda Item No. M

Proposal:

That the Governing Board reappoint members to the Citizens' Bond Oversight Committee.

Background:

In the November 5, 2002 election, the district conducted a bond election under Proposition 39 regulations and was successful in obtaining voter approval to issue general obligation bonds in the amount of \$145,000,000 for facility projects. Education Code 15278 requires the district to establish a citizen's oversight committee to satisfy the accountability requirements of Proposition 39. The Governing Board established the committee in February 2003, with a minimum of seven members representing the local business community, senior citizen's organization, taxpayers organization, students, college support organization, and the community.

The committee currently consists of nine members. In November, four members will be completing their second 2-year terms, and all have confirmed their interest in serving a third term. It is recommended that these members be reappointed to acknowledge their commitment and excellent work on the committee. The members to be reappointed and the organizations being represented are:

College Support Organization: Wayne Cruzan (Gentrain Society)

Taxpayers Organization: Rick Heuer (Monterey Peninsula Taxpayers Association)

Community at-Large: Birt Johnson, Jr., James Panetta

The term of these appointments will extend to November, 2017.

Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED, That** the appointment of Wayne Cruzan, Rick Heuer, Birt Johnson, Jr., and James Panetta, to a third term as members of the Citizens' Bond Oversight Committee, effective October 29, 2015, be approved.

Recommended By:

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

Prepared By:

Vicki Nakamura
Vicki Nakamura, Assistant to the President

Agenda Approval:

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

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. N

President's Office

College Area

Proposal:

That the Governing Board appoint a member to the Citizens' Bond Oversight Committee.

Background:

In the November 5, 2002 election, the district conducted a bond election under Proposition 39 regulations and was successful in obtaining the requisite voter approval to issue general obligation bonds in the amount of \$145,000,000 for facility projects. Education Code 15278 requires the district to establish a citizen's oversight committee to satisfy the accountability requirements of Proposition 39.

At the February 2003 meeting, the Governing Board established the committee, consisting of a minimum of seven members representing the local business community, senior citizen's organization, taxpayers' organization, students, college support organization, and the community. Elected officials, employees of the district, and vendors, contractors, or consultants serving the district are prohibited by law from being members of the committee.

Stephen Lambert is being recommended for appointment as the student representative to replace Maury Vasquez, who resigned from the committee in June. Mr. Lambert also serves as the student trustee for the Associated Students of MPC. Per the committee's Bylaws, the term of this appointment would extend to November, 2017.

Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED**, That the appointment of Stephen Lambert, as a member of the Citizens' Bond Oversight Committee, effective October 29, 2015, be approved.

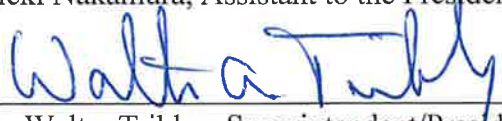
Recommended By:


Dr. Walter Tribley, Superintendent/President

Prepared By:


Vicki Nakamura, Assistant to the President

Agenda Approval:


Dr. Walter Tribley, Superintendent/President

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

APPLICATION

FOR CITIZENS' BOND OVERSIGHT COMMITTEE

The information below will be used to comply with Proposition 39 and related legislation concerning committee membership and accountability. Specific duties of the committee are contained in the attached bylaws.

PLEASE NOTE: Elected officials and employees, vendors, contractors and consultants of the Monterey Peninsula Community College District are prohibited by law from being members of the committee.

Name Stephen Lambert Date 10/13/2015

Membership position that the applicant is qualified to fill – check all that apply:

- ☐ Active in a business organization representing the business community within the MPC district (please specify) _____
- ☐ Active member of a senior citizen's organization (please specify) _____
- ☐ Active member in a bona-fide taxpayers association (please specify) _____
- ☒ An enrolled student active in a community college group, such as student government (please specify) Student Trustee
- ☐ Active member of a college support organization (please specify) _____
- ☐ Citizen at large
- ☐ Other (please specify) _____

Circle responses

- Are you an employee of the Monterey Peninsula Community College District? Yes ☐ No ☒
- Are you a vendor, contractor or consultant with the Monterey Peninsula Community College District? Yes ☐ No ☒
- Are you able to complete at least one two-year term as a member of the committee and refrain from becoming an employee, vendor, contractor or consultant of the District for an additional two years? Yes ☒ No ☐
- Are you, to the best of your knowledge, able to maintain your qualification in the membership position previously checked? Yes ☒ No ☐
- Members of the committee will be required to abide by an ethics policy. Are you willing to adhere to the provisions of this policy? Yes ☒ No ☐

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

Application for Citizen's Bond Oversight Committee

Please describe any additional qualifications, experience, or expertise that qualifies you for membership on this committee.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

President's Office
College Area

New Business Agenda Item No. O

Proposal:

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

Background:

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

An extensive update of board policies is being implemented and policies will be presented to the Board in a group for review and approval to facilitate the policy update. The attached policies were presented for a first reading at the September Board meeting and are recommended for adoption:

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

Budgetary Implications:

None.

- ☒ **RESOLUTION: BE IT RESOLVED,** That Board Policies 4010 - Academic Calendar, 4030 - Academic Freedom, 4050 - Articulation; 4225 - Course Repetition, 4300 - Field Trips and Excursions, 4330 - Instructional Service Agreements, 4334 - Contract Education, and 5052 - Open Enrollment, be adopted.

Recommended By: Walter A. Tribble
Dr. Walter Tribble, Superintendent/President

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

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

c://Board/Board policies adoption.doc



GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4010

BP 4010 Academic Calendar

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

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

Adopted:

GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4030

BP 4030 Academic Freedom

The purpose of this policy is to define “academic freedom” so as to protect the institutional neutrality of Monterey Peninsula College (MPC) in its practice of intellectual pluralism¹ and to defend faculty, students, and the curriculum from the influence of any current or future political fashion or orthodoxy.² The college is a bastion of competing ideas; unanimity is anathema to academic freedom and intellectual life.

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

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

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

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

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

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

GOVERNING BOARD POLICIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Formerly Governing Board Policy 3.15, Governing Board Policy 3120

Revised, Renumbered and Adopted: August 10, 1988

Revised and Adopted: May 27, 2008

Reviewed and Adopted:



GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4050

BP 4050 Articulation

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

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

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

Adopted:

GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4225

BP 4225 Course Repetition

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

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

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

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

The special circumstances are defined in administrative procedures.

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

Formerly Governing Board Policy 3110

Adopted: August 10, 1988

MONTEREY PENINSULA COLLEGE

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Educational Standards

3110 Course Repetition

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

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

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

Reference: California Administrative Code, Title 5, 58161.

Adopted: August 10, 1988.



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4300

BP 4300 Field Trips and Excursions

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

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

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

References: Title 5 Section, 55220

Adopted:



GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4330

BP 4330 Instructional Service Agreements (ISA)

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

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

References: Title 5, Section 58058

Formerly Governing Board Policy 3030

Adopted: August 10, 1988

Reviewed and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

3030 Contract Instruction

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

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

Reference: California Administrative Code, Title 5, 58058.

Adopted: August 10, 1988.

GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4335

BP 4335 Contract Education

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

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

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

§ 58051.5. Reports for Apportionment; Prohibited Classes.

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

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

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

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

Formerly Governing Board Policy 3035

Adopted: August 10, 1988

Reviewed and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

3035 Contract Education

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

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

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

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

Adopted: August 10, 1988



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 5 Student Services

5052

BP 5052 Open Enrollment

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

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

References: Title 5, Section 51006

Formerly Governing Board Policy 3100

Adopted: August 10, 1988

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

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

B. Educational Standards

3100 Open Enrollment

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

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

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

Adopted: August 10, 1988

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

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

New Business Agenda Item No. P

Superintendent/President
College Area

Proposal:

That one MPC Trustee be designated as the 2016 Designated Director on the MPC Foundation Board of Directors with full voting rights, and that one MPC Trustee be designated as the 2016 alternate Designated Director on the MPC Foundation Board.

Background

At the MPC Governing Board's annual organizational meeting in December, the Board has designated one Trustee to serve as a Designated Director on the MPC Foundation Board, and one Trustee to serve as the alternate Designated Director. This role is intended to further the integration of the MPC Foundation into the college. Designated Directors serve a one-year term from January 1–December 31, may serve a maximum of three terms, and have full voting rights.

On December 10, 2014, Trustee Charles Brown was designated as the 2015 Designated Director on the MPC Foundation Board of Directors. Trustee Margaret-Anne Coppennoll was designated as the 2015 alternate Designated Director.

This year, the MPC Foundation will host a new Board Member orientation two days prior to the MPC Governing Board's annual organizational meeting. Therefore, it is recommended that the Governing Board designate at the October 28, 2015 Board meeting the 2016 Designated Director and alternate Designated Director on the MPC Foundation Board. This will enable the Designated Director and alternate Designated Director to attend, if necessary, the MPC Foundation Board member orientation on Monday, December 7, 2015, from Noon-4:00 p.m.

Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED**, that _____ be designated as the 2016 Designated Director on the MPC Foundation Board of Directors with full voting rights and that _____ be designated as alternate Designated Director.

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

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

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

Monterey Peninsula Community College District

Governing Board Agenda

October 28, 2015

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: Dr. Walter Tribley, Superintendent/President

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

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

MPC Governing Board 2015-2016 Calendar of Events

OCTOBER 2015

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

NOVEMBER 2015

Saturday, November 7 2nd Annual Rubber Chicken Drop / MPC vs. Gavilan, MPC Stadium, 6:00pm
Wednesday, November 11 Veteran's Day Holiday
Wednesday, November 18 Regular Board Meeting: MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room
Thursday, Nov. 26 through Thanksgiving Holiday
Friday, November 27

DECEMBER 2015

Wednesday, December 9 Annual Organizational Board Meeting and Swearing-in Ceremony: MPC Library
& Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room
Thursday, December 17 Fall Semester Ends
Friday, December 18 Fire Academy Graduation: 10:00am-1:00pm, MPC Theatre
Thurs, December 24 to Winter Break
Friday, January 1

JANUARY 2016

Monday, January 18 Martin Luther King Day Holiday
Wednesday, January 27 Closed Session: 11:00am, Stutzman Room
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room
Wed-Thurs, January 27-28 Flex Days
Fri-Sun, January 29-31 CCLC Effective Trusteeship Workshop, Sheraton Grand, Sacramento
Sunday, January 31 through CCLC Annual Legislative Conference, Sheraton Grand, Sacramento
Monday, February 2

FEBRUARY 2016

Friday, February 12 Lincoln Day Holiday
Monday, February 15 Washington's Day Holiday
Wednesday, February 24 Closed Session: 11:00am, Stutzman Room
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

MARCH 2016

Wednesday, March 23 Closed Session: 11:00am, Stutzman Room
Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room
Mon-Sat, March 28-Apr 2 Spring Break

MPC Governing Board 2015-2016 Calendar of Events

APRIL 2016

Mon-Sat, March 28-Apr 2

Spring Break

Friday, April 22

President's Address to the Community, 11:30am, Monterey Marriott

Wednesday, April 27

Closed Session: 11:00am, Stutzman Room

Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

**Friday, April 29 through
Sunday, May 1**

CCLC Annual Trustees Conference, J.W. Marriott, Desert Springs

MAY 2016

Date TBD

MPC Scholarship Awards Ceremony

Wednesday, May 25

Closed Session: 11:00am, Stutzman Room

Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

Monday, May 30

Memorial Day Holiday

JUNE 2016

Wednesday, June 1

Automotive Technology Graduation Banquet, 5:00-8:00pm, Tarpy's Roadhouse
(to be confirmed)

Thursday, June 2

Fire Academy Graduation Ceremony: 10:00am, MPC Theatre
(to be confirmed)

Thursday, June 2

Latino Ceremony, 6:00pm, LF103 (to be confirmed)

Thursday, June 2

Asian Student Assn Ceremony, 6:00pm (location to be confirmed)

Friday, June 3

Early Childhood Education Graduation Celebration, 5:00-7:00pm, CDC
Playground (to be confirmed)

Friday, June 3

Kente Ceremony, 7:00pm, (location to be confirmed)

Saturday, June 4

Faculty Retirement Breakfast, 8:30am, location to be confirmed

Saturday, June 4

Commencement: 12:00pm, MPC Stadium
(Line-up at 11:30am in Amphitheater)

Saturday, June 4

Nurse Pinning Ceremony, 3:00pm, Amphitheater

Wednesday, June 22

Closed Session: 11:00am, Stutzman Room

Regular Meeting, Business: 1:30pm; Reports: 3:00pm, Sam Karas Room

JULY 2016

Thursday, July 4

Independence Day Holiday

Wednesday, July 27

Closed Session: 11:00am, Education Center at Marina (room to be confirmed)

Regular Meeting, Business: 1:30pm; Reports: 3:00pm, (room to be confirmed)