

# Monterey Peninsula Community College District

## Governing Board Agenda

July 7, 2011

New Business Item No. A

Human Resources  
College Area

### Proposal:

That the Governing Board approve a resolution to reduce and/or eliminate Classified positions and direct the Superintendent/President to notify affected employees.

### Background:

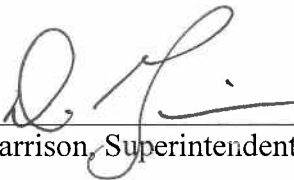
The impact of the California State Budget on Monterey Peninsula College requires the reduction of expenses and services. Negotiations with MPCEA have been on-going for several months to address the Classified share of the projected budget shortfall. A tentative agreement which addressed the Classified portion of the deficit without layoffs was reached in early June but that agreement was not ratified by the MPCEA membership. It is therefore necessary to begin implementing a reduction in force of the Classified service to eliminate and reduce services to meet the estimated budget deficit. Because the final impact of the State Budget is not known, it may be necessary to implement additional layoffs at a later date. It is the intent of the District to continue discussions with MPCEA on ways to address the deficit without reducing the workforce; if these negotiations are successful further agreements may be brought to the Governing Board for ratification.

### Budgetary Implications:

Possible budget savings of up to \$744,846.

- RESOLUTION: BE IT RESOLVED** that the Governing Board adopt the following resolution to reduce the Classified service because of lack of work or lack of funds.

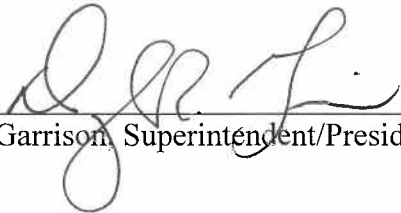
Recommended By: \_\_\_\_\_

  
Dr. Douglas Garrison, Superintendent/President

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

  
Barbara Lee, Associate Dean of Human Resources

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

  
Dr. Douglas Garrison, Superintendent/President

BEFORE THE BOARD OF TRUSTEES  
 OF THE MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT  
 OF MONTEREY COUNTY, CALIFORNIA

In the Matter Of: ) **RESOLUTION**  
 )  
 The Reduction of )  
 The Classified Service )  
 )  
 \_\_\_\_\_ )

WHEREAS, Education Code Sections 88014, 88017, 88117, and 88127 authorize the District to layoff Classified employees for lack of work and/or lack of funds; and,

WHEREAS, the Governing Board of the Monterey Peninsula Community College District hereby finds it necessary to eliminate and/or reduce the Classified service as specified below:

POSITION	FTE
• Accounting Specialist	1.0
• Administrative Assistant I (two positions)	.66
• Administrative Assistant II	.44
• Art Gallery Specialist	.40
• Attendance Accounting Specialist	1.0
• Campus Security Officer	1.0
• College Receptionist/Dispatcher	1.0
• Groundskeeper	1.0
• Information Systems Specialist	1.0
• Instructional Specialist (three positions)	1.01
• Instructional Specialist-Theatre Master Carpenter	1.0
• Instructional Specialist-Theatre Master Electrician	1.0
• Instructional Technology Specialist (two positions)	.83
• Laboratory Specialist I	.22
• Matriculation Services Specialist	1.0
• Media Technician – Audio/Visual	.33
• Re-entry Counseling Services Specialist	.47
• Research Specialist	1.0
• Sciences Lab Manager	1.0
• Theatre Management Specialist	1.0

NOW, THEREFORE, BE IT RESOLVED that as of September 15, 2011, the Classified positions of the District shall be discontinued and/or reduced to the extent hereinabove set forth; and

BE IT FURTHER RESOLVED that the Superintendent/President or his designee is authorized and directed to give notice of layoff to all affected employees and to the appropriate exclusive bargaining representative not later than 60 days prior to the effective date of layoff as set forth above.

Passed and adopted by the Monterey Peninsula Community College District on July 7, 2011 by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

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R. Lynn Davis  
Chair, Governing Board

# Monterey Peninsula Community College District

## Governing Board Agenda

July 7, 2011

New Business Item No. B

Human Resources  
College Area

### Proposal:

That the Governing Board approve the 2011-2012 salary schedules A, B1, B2, C1, C2 and coaching.

### Background:

The current schedules will be reduced by 3.83%, as agreed to by Monterey Peninsula College Teachers' Employees Association. If the budget deficit is lower than projected, the salary concessions will be lowered as outlined in the MPCTA agreement.

### Budgetary Implications:

Included in the 2011-2012 budget.

**RESOLUTION: BE IT RESOLVED**, that the Governing Board approve the attached 2011-2012 salary schedules A, B1, B2, C1, C2 and Coaching, effective July 1, 2011.

Recommended By:



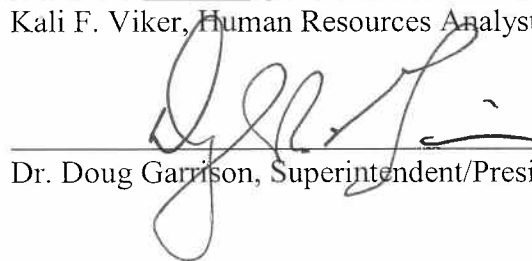
Barbara Lee, Associate Dean of Human Resources

Prepared By:



Kali F. Viker, Human Resources Analyst

Agenda Approval:



Dr. Doug Garrison, Superintendent/President

# Monterey Peninsula Community College District

## SCHEDULE A – CONTRACT FACULTY

2011-2012  
Effective July 1, 2011

Step	I	II	III	IV	V	Step
<b>1</b>	42,902	46,442	49,981	53,519	57,062	<b>1</b>
<b>2</b>	45,043	48,580	52,118	55,663	59,200	<b>2</b>
<b>3</b>	47,193	50,728	54,269	57,807	61,350	<b>3</b>
<b>4</b>	49,333	52,871	56,411	59,950	63,491	<b>4</b>
<b>5</b>	51,476	55,018	58,552	62,093	65,637	<b>5</b>
<b>6</b>		57,160	60,702	64,247	67,775	<b>6</b>
<b>7</b>		59,320	62,845	66,387	69,932	<b>7</b>
<b>8</b>		61,450	64,996	68,530	72,075	<b>8</b>
<b>9</b>			67,146	70,680	74,222	<b>9</b>
<b>10</b>			69,272	72,820	76,366	<b>10</b>
<b>11</b>			71,417	74,969	78,388	<b>11</b>
<b>12</b>				77,109	80,656	<b>12</b>
<b>13</b>				79,255	82,795	<b>13</b>
<b>18</b>				81,398	84,939	<b>18</b>
<b>21</b>					87,092	<b>21</b>
<b>24</b>					89,235	<b>24</b>
<b>27</b>					91,375	<b>27</b>

Effective July 1, 2011 – The 2007-2008 salary schedule was decreased by 3.83%.  
Effective July 1, 2007 – Longevity step 15 is eliminated.

**Notes:**

1. Unless approved by the Superintendent/President, and ratified by the Governing Board, the maximum salary at which a new person may be hired is Step 6 in the appropriate column of the schedule.
2. An annual bonus of \$2850 will be awarded for an earned doctorate from an accredited institution.
3. An annual bonus of \$2021 will be awarded for multiple master's degrees. Unit members receiving a stipend for an earned doctorate will not be eligible for a multiple master's degrees stipend.
4. Directors with extra responsibility pay will earn an annual stipend of \$1786.
5. Instructors will earn a work experience stipend of \$75.00 per student unless the student is part of an instructor's load.
6. Per section 16.34.4.3 of the MPCCD/MPCTA agreement, a unit member who has reached the top of any truncated column shall not receive step credit on the next higher column for the years during which he/she was frozen at his/her step on the lower column.

Effective Date: July 1, 2011  
Board Approval: July 7, 2011

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

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

**SCHEDULES B AND C**  
**SALARY SCHEDULE**  
**FACULTY QUALIFIED BY STATE MINIMUM STANDARDS**

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

# Monterey Peninsula Community College District

## SCHEDULE B1

2011-2012

Effective July 1, 2011

Hourly Academic – Teaching (With Benefits)

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	STEP
1	34.52	37.64	40.90	44.01	47.14	49.91	1
2	36.46	39.58	42.83	45.95	49.10	51.85	2
3	38.34	41.50	44.67	47.86	51.06	53.75	3
4	40.23	43.55	46.63	49.72	52.95	55.66	4
5	42.21	45.36	48.48	51.63	54.87	57.60	5
6	44.13	47.22	50.42	53.61	56.76	59.50	6
7	46.06	49.18	52.36	55.56	58.69	61.40	7
8			54.28	57.42	60.60	63.32	8
9			56.32	59.40	62.55	65.25	9
10			58.12	61.31	64.42	67.18	10
11			60.09	63.27	66.35	69.11	11

## SCHEDULE B2

2011-2012

Effective July 1, 2011

Hourly Academic – Teaching (Without Benefits)

STEP	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V	COLUMN VI	STEP
1	38.35	41.86	45.36	48.87	52.40	55.39	1
2	40.45	43.96	47.43	50.96	54.48	57.53	2
3	42.62	46.14	49.63	53.11	56.62	59.67	3
4	44.72	48.23	51.72	55.27	58.76	61.77	4
5	46.78	50.34	53.87	57.36	60.84	63.91	5
6	48.94	52.52	56.05	59.56	63.05	66.00	6
7	51.10	54.61	58.13	61.64	65.16	68.22	7
8			60.24	63.77	67.31	70.35	8
9			62.40	65.94	69.40	72.48	9
10			64.53	68.06	71.48	74.58	10
11			66.67	70.18	73.55	76.70	11

The 2007-2008 salary schedule was decreased by 3.83%, effective 7/1/07.

Effective Date: July 1, 2011

Board Approval: July 7, 2011



**SCHEDULES B AND C**  
**SALARY SCHEDULE**  
**FACULTY QUALIFIED BY STATE MINIMUM STANDARDS**

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

# Monterey Peninsula Community College District

## SCHEDULE C1

2011-2012  
Effective July 1, 2011  
Hourly Academic – Non-Teaching (With Benefits)

STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	STEP
	I	II	III	IV	V	VI	
1	29.56	32.27	35.03	37.77	40.45	42.57	1
2	31.26	33.95	36.62	39.41	42.10	44.29	2
3	32.86	35.58	38.28	41.00	43.74	45.89	3
4	34.52	37.24	39.91	42.65	45.36	47.57	4
5	36.17	38.90	41.59	44.32	47.03	49.19	5
6	37.82	40.53	43.26	45.95	48.66	50.81	6
7	39.44	42.20	44.89	47.60	50.31	52.46	7
8			46.56	49.22	51.94	54.16	8
9			48.17	50.85	53.61	55.78	9
10			49.80	52.52	55.27	57.38	10
11			51.44	54.16	56.93	58.98	11

## SCHEDULE C2

2011-2012  
Effective July 1, 2011  
Hourly Academic – Non-Teaching (Without Benefits)

STEP	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	COLUMN	STEP
	I	II	III	IV	V	VI	
1	32.86	35.82	38.90	41.91	44.90	47.08	1
2	34.67	37.71	40.66	43.72	46.80	48.90	2
3	36.53	39.51	42.53	45.56	48.58	50.72	3
4	38.35	41.38	44.34	47.38	50.35	52.52	4
5	40.14	43.17	46.19	49.19	52.21	54.35	5
6	41.95	45.02	48.01	51.05	54.01	56.14	6
7	43.77	46.81	49.83	52.83	55.86	57.92	7
8			51.69	54.67	57.65	59.81	8
9			53.48	56.47	59.55	61.61	9
10			55.24	58.24	61.35	63.35	10
11			56.71	59.98	62.77	65.06	11

The 2007-2008 salary schedule was decreased by 3.83%, effective 7/1/11.

Effective Date: July 1, 2011  
Board Approval: July 7, 2011

# Monterey Peninsula Community College District

## COACHING PAY SCHEDULE

2011-2012  
Effective July 1, 2011

	Head coach for Football, Track, Basketball, Swimming, Soccer, Baseball, Softball	Head Coach for all other sports	Assistant Coach for Football, Track, Basketball, Swimming, Soccer, Baseball, Softball	Assistant coach for all other sports
Teaching Load Credit*	6.8 TLU	4.5 TLU	No TLU	No TLU
<b>Experience Steps</b>				
First year at MPC	3,347	3,009	2,674	2,343
Second year at MPC	3,674	3,347	3,009	2,674
Third year at MPC	4,009	3,674	3,347	3,009
Fourth year at MPC	4,354	4,009	3,674	3,347
Fifth year at MPC	4,694	4,354	4,009	3,674
Sixth year at MPC	5,115	4,694	4,354	4,009

The 2007-2008 Salary Schedule was decreased by 3.83% to arrive at the 2011-2012 rates.

Notes:

\* Non-contract coaches who do not receive teaching load credit will receive the following amount in addition to the flat fee:

Step 1 in appropriate column of Schedule A for Contract Faculty x 50% x TLU% x 67%  
(e. g.  $\$51971 \times 50\% \times (6.8/15) \times 67\% = \$7,893$ )

Head coaches with previous experience as assistant coaches will receive placement on the head coach schedule that provides the same salary rate as previous placement on the assistant coach's schedule.

Effective Date: July 1, 2011  
Board Approval: July 7, 2011

# Monterey Peninsula Community College District

## Governing Board Agenda

July 7, 2011

New Business Item No. C

Student Services  
Office

### Proposal:

To approve a contract with First 5 Monterey County (F5MC) to provide funds for the employment of one non-tenure track fulltime Counselor for the period of July 1, 2011 through June 30, 2014.

### Background:

The F5MC contract is an agreement between F5MC and Monterey Peninsula College for the period of July 1, 2011 through June 30, 2014. The total amount of the contract is \$312,203 over a three year period. The contract includes 8% indirect cost and in-kind support.

The F5MC contract provides funds for one full-time counselor as well as start-up cost for training, supplies, and travel during FY 2011-2012 and continues to support the full-time counseling position and associated supplies through 2014. It is anticipated that the F5MC Counseling position will serve approximately 200 students participating in the MPC Child Development program.


The F5MC position is expected to support and assist in access, retention and educational goal attainment for students participating in MPC's Child Development program. The F5MC Counseling position will provide an efficient "one stop" resource for ECE students. The position will work collaboratively with MPC Child Development faculty to assist students in identifying barriers that impact their path to achieving academic success. The position will also identify academic and student services at MPC that can positively impact overall student success.

### Budgetary Implications:

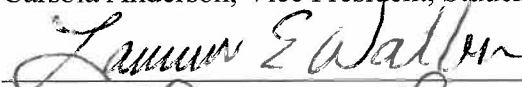
Funds are available through the contract to support salary and benefits for one FTE non-tenure track Counseling Faculty position.

**RESOLUTION: BE IT RESOLVED**, that the Governing Board approve the contract for \$312,203 with First 5 Monterey County that provides funds for the employment of one non-tenure track full time Counselor for the period of July 1, 2011 through June 30, 2014.

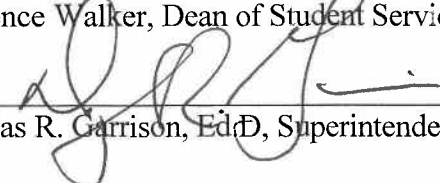
Recommended By:

  
\_\_\_\_\_  
Carsbia Anderson, Vice President, Student Services

Prepared By:

  
\_\_\_\_\_  
Lawrence Walker, Dean of Student Services

Agenda Approval:

  
\_\_\_\_\_  
Douglas R. Garrison, EdD, Superintendent/President



RECEIVED

AGREEMENT BETWEEN
FIRST 5 MONTEREY COUNTY
AND
MONTEREY PENINSULA COLLEGE

APR 20 2011

F5MC

Table with 2 columns: Field Name and Value. Fields include FUNDED PARTNER (LEAD AGENCY), PROJECT, AGREEMENT TERM, AGREEMENT AMOUNT, CONTACT PERSON, TELEPHONE, EMAIL, and ADDRESS.

This Agreement is between MONTEREY COUNTY CHILDREN & FAMILIES COMMISSION, publicly known as FIRST 5 MONTEREY COUNTY, referred to as "F5MC", and MONTEREY PENINSULA COLLEGE, referred to as "FUNDED PARTNER", to implement the Workforce Development Incentive Project.

Whereas all services provided herein are in furtherance of the goals and objectives in the F5MC Strategic Plan; and

Whereas, on January 24, 2011, the Commissioners delegated authority to the Executive Director to negotiate, execute and amend a contract with FUNDED PARTNER for the Workforce Development Incentive Project.

IT IS HEREBY MUTUALLY AGREED that both parties will adhere to the provisions of this Agreement including Exhibit A (Scope of Work); Exhibit B (Budget & Budget Narrative); Exhibit C (Insurance Requirements); Exhibit D (Applicable Laws Regarding Non Discrimination); Exhibit E (Applicable Laws regarding Confidentiality); and Exhibit F (Lead Agency Responsibilities).

FIRST 5 MONTEREY COUNTY APPROVAL

Signature of Francine Rodd

Francine Rodd, Executive Director

Date: 4/22/11

Signature of Manuela O. Kolpin

Manuela O. Kolpin, Finance/Operations Officer

Date: 4/20/11

FUNDED PARTNER APPROVAL

Signature of Stephen G. MA and Date: 4/3/11

STEPHEN G. MA, VP Adm. Serv.
Print Signature Authority Name, Title

Signature of Rosemary Barrios and Date: 4/4/11

Rosemary Barrios, Controller
Print Fiscal Authority Name, Title

Tax Identification Number: 94-2314506

## F5MC MONTEREY COUNTY AGREEMENT

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### I. TERM OF AGREEMENT AND GRANT AWARD

A. **Term of Agreement.** This Agreement is effective from July 1, 2011 to and including June 30, 2014.

B. **Grant Award.** FUNDED PARTNER is awarded a grant not to exceed \$312,203.00 for the term of the Agreement as stated above. Funding has been awarded according to the Budget and Budget Narrative as shown in Exhibit B subject to the terms and conditions as set forth in this Agreement for services in Exhibit A (Scope of Work).

The total amount awarded includes a not-to-exceed amount per fiscal year as follows:

July 1, 2011 to and including June 30, 2012 - \$104,086.00

July 1, 2012 to and including June 30, 2013 - \$102,253.00

July 1, 2013 to and including June 30, 2014 - \$105,864.00

### II. TERMINATION

A. **Termination Without Cause.** Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

B. **Termination for Cause.** If F5MC determines that the FUNDED PARTNER cannot meet the requirements of this contract, it may terminate this Agreement upon written notice to FUNDED PARTNER. The notice will specify the reason for termination and will indicate the effective date of termination. Reasons for termination include, but are not limited to, the following:

- 1) Material breach of this Agreement by FUNDED PARTNER;
- 2) Violation by FUNDED PARTNER of any applicable laws;
- 3) Assignment of services agreed upon by FUNDED PARTNER to a sub-contractor without prior written consent from F5MC;
- 4) Failure to provide services to F5MC's satisfaction;
- 5) Failure to comply with reporting and audit requirements; or
- 6) FUNDED PARTNER's ineffective, improper, or misuse of funds provided by F5MC under this Agreement.

C. **Termination Due to Cessation of State Funding.** F5MC has the right to terminate this Agreement upon three (3) days written notice in the event that State funding is reduced, suspended or terminated for any reason. FUNDED PARTNER expressly waives any and all claims against F5MC for damages arising from the reduction, suspension or termination of funds.

D. **Termination Provision.** FUNDED PARTNER will deliver to F5MC copies of all materials used or developed for this grant including, but not limited to, all data collection forms, reports and other work performed by FUNDED PARTNER under this Agreement. Upon receipt, FUNDED PARTNER will be paid for services performed and reimbursable expenses incurred to the date of termination.

### III. NO FUNDS SUPPLANTED

The parties to this Agreement understand that each is bound by the provisions of Section 3013.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 3013.2 shall be appropriated and expended only for the purposes expressed in the

## F5MC MONTEREY COUNTY AGREEMENT

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California Children and Families Act, and shall be used only to supplement existing levels of services and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose.” FUNDED PARTNER warrants that no funds provided by F5MC shall be used to supplant existing funds from any source for any purpose. Failure to fully comply with these requirements shall be cause for immediate termination of the Agreement and pursuit of any remedies available by law.

### IV. SCOPE OF WORK AND BUDGET

FUNDED PARTNER agrees to provide, to the complete satisfaction of F5MC, services described in the **Scope of Work** (Exhibit A) in accordance with the **Budget and Budget Narrative** (Exhibit B). Upon request, F5MC shall be provided resumes for applicants and/or staff assigned or to be assigned to any position funded in whole or in part by F5MC.

FUNDED PARTNER agrees to comply with all F5MC requirements, F5MC’s Strategic Plan, any and all current and future F5MC policies and procedures, and to ensure F5MC access to information for appropriate auditing, monitoring, reporting and evaluating of FUNDED PARTNER’s performance, allowing for appropriate verification of payment of FUNDED PARTNER’s actual cost of providing the services described herein.

F5MC staff must be notified in writing of any requested program changes, and FUNDED PARTNER must receive written authorization for those changes prior to implementation of said changes.

### V. EVALUATION AND REPORTING

**A. Evaluation:** FUNDED PARTNER will provide reports on program outcomes and goals and performance measures to F5MC. These requirements support a high level of organizational awareness and accountability in the use of public monies.

- 1) *F5MC Database system* - FUNDED PARTNER shall enter complete demographic and service data on all participants into the F5MC database system on a monthly basis (at minimum). Exceptions shall only be made by the F5MC Evaluation Advisory Committee for programs that have a robust web-based data system that can systemically export demographic and service data into a required structure and provide them to F5MC for import on a monthly basis. Access and excel databases do not meet these requirements. The F5MC Evaluation Officer will determine the required information to be entered into the database system.
- 2) *Use of Agreed Upon Measures* - FUNDED PARTNER shall systemically use and analyze the results from common evaluation tools as identified by F5MC. All programs implementing the same modality will implement these standardized outcomes, instruments, and approaches.
- 3) *Program Evaluation Plan* - FUNDED PARTNER shall design, collect, analyze, and report evaluation data for their program using tools as defined by F5MC.
- 4) *State Annual Report Requirements* - FUNDED PARTNER shall complete reports as outlined in Section V.B, which include aggregate data summaries, individual program outcomes, narratives on statistics provided, lessons learned and anecdotal stories. Reporting shall be done in the F5MC contracted database system as part of reporting requirements. Expectations from First 5 California and F5MC may change from year to

## F5MC MONTEREY COUNTY AGREEMENT

year. FUNDED PARTNER agrees to comply with any and all reporting and evaluation requirements established by F5MC and First 5 California.

- 5) *Participation in all First 5 Monterey County Evaluation Activities* - FUNDED PARTNER may be required to participate or assist in implementation of evaluation activities. This will include, but is not limited to, encouraging parents to participate in evaluation activities such as focus groups, interviews, and surveys; responding to funded partner surveys and network maps; and, other evaluation activities. As requested by F5MC and First 5 California, FUNDED PARTNER will participate in research and evaluation studies designed to show the effectiveness of FUNDED PARTNER's services or to provide information about FUNDED PARTNER's program.
  
- 6) *Participant Consent* - FUNDED PARTNER shall obtain consent for evaluation from participants. FUNDED PARTNER shall explain to participants how the information collected will be used to assuage participant concerns. These explanations will be offered using language and terminology the participant can understand. FUNDED PARTNER is expected to obtain consent from at least 80% of participants.

### B. Reporting:

**Tri-annual Reports.** FUNDED PARTNER shall submit timely reports on a tri-annual basis on its progress in achieving contract objectives. A Tri-annual Reporting Form and an Expenditure Reporting Form will be customized for each FUNDED PARTNER after execution of this Agreement.

FUNDED PARTNER shall provide oral reports to Commissioners; send appropriate personnel to required meetings; communicate and disseminate information received from F5MC to appropriate staff, lead agency, or fiscal representatives, as necessary; and complete and submit reports, budgets and other required information within designated timelines. Funds may be withheld until all reporting requirements are met.

Below is a table of Reports and due dates.

<b>Report:</b>	<b>FY 11/12 DUE</b>	<b>FY 12/13 DUE</b>	<b>FY 13/14 DUE</b>	<b>FY 14/15 DUE</b>
FIRST Tri-Annual Report & Expenditure Report (July 1 <sup>st</sup> – Oct 31 <sup>st</sup> )	Dec 15, 2011	Dec 15, 2012	Dec 15, 2013	Dec 15, 2014
SECOND Tri-Annual Report & Expenditure Report ( Nov 1 <sup>st</sup> – Feb 28 <sup>th</sup> )	Apr 15, 2012	Apr 15, 2013	Apr 15, 2014	Apr 15, 2015
THIRD Tri-Annual Report & Expenditure Report (March 1 <sup>st</sup> – June 30 <sup>th</sup> )	July 31, 2012	July 31, 2013	July 31, 2014	July 31, 2015
Audit Requirement	Within 6 months of FUNDED PARTNER'S Fiscal Year-end			
ONE Budget & Budget Narrative Revision per FY	Apr 15, 2012	Apr 15, 2013	Apr 15, 2014	Apr 15, 2015
Budget Reallocation between fiscal years	N/A	May 1, 2012	May 1, 2013	N/A



## F5MC MONTEREY COUNTY AGREEMENT

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### VI. INSURANCE

Without limiting the indemnification of F5MC under this Agreement, FUNDED PARTNER shall maintain in force or cause to be maintained the insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement by this reference, and shall comply with all other requirements set forth in that Exhibit.

FUNDED PARTNER shall provide Worker's Compensation insurance at FUNDED PARTNER's own cost and expense, and neither FUNDED PARTNER nor its carrier shall be entitled to recover from F5MC any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

### VII. FISCAL PROVISIONS

- A. **Compensation:** Compensation to FUNDED PARTNER shall be based upon actual verified costs described in the project budget and narrative included in Exhibit B. *No reimbursement will be made for any expense that is determined by F5MC, in its sole discretion, to be inappropriate or supplanting of State or other funds.*
- B. **Reimbursement & Billing Requirements:** FUNDED PARTNER shall submit all invoices, in the form of a tri-annual expenditure report, for tri-annual payment in a form approved by F5MC. The form shall contain itemization of all costs and fees with a stated cumulative total. FUNDED PARTNER shall send invoices to F5MC for review and processing. The invoice shall be accompanied by a general ledger statement showing expenditures with payroll detail for the time period of the invoice. F5MC reserves the right to request further documentation and/or receipts to verify expenditures. F5MC will make payment to FUNDED PARTNER within thirty (30) days of receipt of complete and approved tri-annual report.
- C. **Annual Advance Payment:** If an annual advance is authorized, FUNDED PARTNER may be awarded up to thirty-three (33%) percent of the current fiscal year amount upon authorized signature of the contract and submission of the required insurance. One-third (1/3) of the annual advance payment will be deducted from each of the three (3) tri-annual payments due for actual expenses.
- D. **Unspent Funds:** Any funds not expended by the end of the fiscal year remain with F5MC. Unexpended funds will not be added or transferred to future contract allocation amounts.

### VIII. AUDIT, INSPECTION, AND RETENTION OF RECORDS

- A. **Grants under \$25,000.00:** Funds provided by F5MC shall be accounted for separately in FUNDED PARTNER's books and records. FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER shall permit F5MC to audit, examine and to copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure

## F5MC MONTEREY COUNTY AGREEMENT

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adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER's records shall describe and support the use of funds for the agreed upon project.

**B. Grants \$25,000.00 or more:** Funds provided by F5MC shall be accounted for separately in FUNDED PARTNER's books and records. FUNDED PARTNER shall keep a systematic accounting record of the receipt and disbursement of F5MC funds. FUNDED PARTNER shall permit F5MC to audit, examine and copy excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. FUNDED PARTNER shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency having an interest in the subject of this agreement shall have the same rights conferred upon F5MC herein. FUNDED PARTNER shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. FUNDED PARTNER's records shall describe and support the use of funds for the agreed upon project.

- 1) The method used by the FUNDED PARTNER to track and report costs must conform to Generally Accepted Accounting Principles (G.A.A.P).
- 2) FUNDED PARTNER shall submit, to F5MC within *six (6) months* of the FUNDED PARTNER's fiscal year-end either:
  - i. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States. *The audit must include this grant/program as part of the testing. The request to include the grant/program as part of the testing must be specified in the Audit Engagement.*
  - OR
  - ii. An annual independent audit, conducted in accordance with Generally Accepted Auditing Standards (GAAS) issued by the Comptroller General of the United States *and* a program specific audit. This is a submittal of two separate reports.
- 3) F5MC reserves the right to require a program specific audit at F5MC's discretion.
- 4) It is acknowledged by the parties hereto that the conditions of this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of F5MC. *FUNDED PARTNER shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by F5MC, State or Federal governmental entities, including any assessed interest and penalties.*
- 5) In the case that providing the required audit within the required time period represents an unreasonable hardship, FUNDED PARTNER shall alert F5MC and request an extension. Additional documentation may be requested by F5MC in order to grant the extension. The submittal of the audit will continue to be required and due no later *than eight months* after the close of FUNDED PARTNER's fiscal year-end.

- 6) Funds may be withheld until all audit requirements are met.

**IX. LEVERAGING REQUIREMENT**

F5MC recognizes the unique relationship that FUNDED PARTNER may have with Medi-Cal eligible families and the expertise of FUNDED PARTNER in identifying, assessing and case managing the health care needs of Medi-Cal eligible families and children it serves. F5MC may require FUNDED PARTNER's participation in federal, state and local leveraging opportunities such as Medicaid Administrative Activities (MAA). Such participation may include appropriate training, reporting and documentation of allowable activities, services and associated costs. Reporting may include written documentation associated with service delivery and related costs, and/or the tracking of staff time through time survey instruments.

**X. CHANGES IN CONDITION**

FUNDED PARTNER agrees to provide immediate written notice to F5MC if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, but not limited to changes in FUNDED PARTNER'S management, personnel, loss of funding, additional funds received for the funded program, or revocation of FUNDED PARTNER'S tax-exempt status. Grant payments may be discontinued, modified, or withheld at the discretion of F5MC pursuant to a change in law, a change in F5MC's available funds, or a material change in FUNDED PARTNER'S condition.

**XI. LICENSING AND CREDENTIALS**

FUNDED PARTNER hereby agrees to provide and secure all required governmental or professional licenses and credentials for itself, its facilities, its employees, and all other persons engaged in work in conjunction with this Agreement.

**XII. ABUSE REPORTING**

If services pursuant to this Agreement will be provided to children, FUNDED PARTNER warrants that FUNDED PARTNER is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse.

**XIII. COMPLIANCE WITH LAWS**

During the course of this Agreement, FUNDED PARTNER agrees to comply with all applicable Federal, State and local laws and regulations, which prohibit discrimination. These laws include, but are not limited to, those listed in Exhibit D and Exhibit E.

**XIV. INDEMNITY**

**A. For public entity FUNDED PARTNER.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, or any other statute, regulation or rule, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead F5MC and FUNDED PARTNER (Other Public Entity) agree to the following:

- 1) **Claims arising from sole acts or omissions of F5MC.** F5MC agrees to defend and indemnify the FUNDED PARTNER, its agents, officers and employees, (referred to as FUNDED PARTNER) from any claim, action or proceeding against FUNDED

## F5MC MONTEREY COUNTY AGREEMENT

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PARTNER, arising solely out of the acts or omissions of F5MC in the performance of this Agreement. At its sole discretion, FUNDED PARTNER may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve F5MC of any obligation imposed by this Agreement. FUNDED PARTNER must notify F5MC promptly of any claim, action or proceeding and fully cooperate in the defense.

- 2) **Claims arising from sole acts or omissions of FUNDED PARTNER.** FUNDED PARTNER agrees to defend and indemnify F5MC, its agents, employees and representatives from any claims, action, proceeding against F5MC, arising solely out of the acts or omissions of FUNDED PARTNER, in the performance of this Agreement. At its sole discretion, F5MC may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve FUNDED PARTNER of any obligation imposed by this Agreement. F5MC must notify the FUNDED PARTNER promptly of any claim, action or proceeding and cooperate fully in the defense.
  - 3) **Claims arising from concurrent acts or omissions.** F5MC agrees to defend itself and FUNDED PARTNER agrees to defend itself, from any claims, action, proceeding arising out of the acts or omissions of F5MC and FUNDED PARTNER. In such cases, F5MC and FUNDED PARTNER agree to retain their own legal counsel and bear their own defense costs, and waive their right to seek reimbursement of such costs from one another except as provided in Section XIV. A.4).
  - 4) **Joint defense.** Notwithstanding Section XIV. A.3) above, when F5MC and FUNDED PARTNER agree in writing to a joint defense, F5MC and FUNDED PARTNER may appoint a joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of F5MC and FUNDED PARTNER. F5MC and FUNDED PARTNER agree to share costs of such a joint defense and agreed settlement or resolution in equal amounts, except as provided in Section XIV. A 5) below. F5MC and FUNDED PARTNER further agree that neither party may bind the other to any settlement or resolution without written consent from both F5MC and FUNDED PARTNER.
  - 5) **Reimbursements and or Reallocation.** In the event that a court or agreed third party arbitrator determines the comparative fault of the parties, F5MC and FUNDED PARTNER may seek reimbursement based upon comparative fault allocation or determination.
- B. For non-public entity FUNDED PARTNER.** FUNDED PARTNER must defend, indemnify and hold harmless F5MC, its commissioners, committee members, employees, agents, and volunteers from any claims, demands, penalties, losses, damages, obligations, causes of action, judgments, expenses, costs (including attorney's fees), liabilities of every kind and nature whatsoever, arising out of or in any way connected to the performance of this Agreement, any act or omission of FUNDED PARTNER or those of its officers, agents, employees and subcontractors. This indemnification provision will apply to any acts of omission, or negligent conduct whether active or passive on the part of FUNDED PARTNER and its officers, agents, employees and subcontractors, but FUNDED PARTNER is not obligated to indemnify F5MC for claims arising from the sole negligence or willful misconduct of F5MC. It is the intent of the parties to this Agreement to provide the broadest possible coverage to F5MC.

## F5MC MONTEREY COUNTY AGREEMENT

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### XV. PUBLIC ACKNOWLEDGEMENT OF FUNDS

F5MC is funded by taxpayer dollars. Therefore, FUNDED PARTNER shall appropriately acknowledge funds received from F5MC.

Appropriate acknowledgement is defined as follows:

- 1) Includes the F5MC logo;
- 2) Includes the statement, "Made possible by a grant from *First 5 Monterey County*";
- 3) The statement and logo must be included in all public materials that mention the funded grant and its programs or services, including, but not limited to, Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, CD-ROMs and any other public communication items.

FUNDED PARTNER agrees that F5MC shall review and approve in writing any media or promotional material developed by FUNDED PARTNER *prior* to distribution of the material.

### XVI. ASSIGNABILITY

FUNDED PARTNER shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of F5MC.

### XVII. CONFLICT OF INTEREST

In accepting this Agreement, FUNDED PARTNER affirms that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. FUNDED PARTNER further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.

### XVIII. CHANGES AND AMENDMENTS

F5MC and FUNDED PARTNER may modify this Agreement by written amendment signed by the parties.

### XIX. SEVERABILITY

If any provision of this Agreement is found by a court to be void, invalid or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.

### XX. WAIVER

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be expressly stated in writing, and apply to the specific instance.

### XXI. CONFIDENTIALITY

FUNDED PARTNER will maintain the confidentiality of all information in accordance with all applicable State and Federal Laws. FUNDED PARTNER must abide by all confidentiality requirements and protocols, and protect children's and families' information from any

## F5MC MONTEREY COUNTY AGREEMENT

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unauthorized disclosure. Funded Partner will abide by Health and Safety Code section 130140.1(e) of the Children and Families Act which defines confidential information for First 5 purposes and provides for limited disclosure among partners for the provision of services to families. Other confidentiality laws may apply, including, but not limited to the laws identified in Exhibit E.

### XXII. SUBCONTRACTS

- A. Functions undertaken by FUNDED PARTNER may be carried out under subcontracts. However, FUNDED PARTNER may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of F5MC. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of FUNDED PARTNER, the governing body of FUNDED PARTNER, the management of FUNDED PARTNER or the transfer of assets in excess of ten (10) percent of the total assets of FUNDED PARTNER shall be deemed an assignment of benefits under the terms of this Agreement requiring F5MC approval.
- B. All subcontracts shall be in writing and copies made available to F5MC upon request. No subcontract shall alter in any way any legal responsibility of FUNDED PARTNER to F5MC. All subcontractors must be provided a copy of this Agreement, and all subcontracts must state that any work performed must be consistent with this Agreement. F5MC has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
- C. FUNDED PARTNER shall remain solely responsible for any and all subcontractors' compliance, performance of any and all subcontracts, and the subcontractors' compliance with each and every term of this Agreement, including, but not limited to, compliance with reporting, insurance and auditing requirements. FUNDED PARTNER remains solely responsible for the timely collection and reporting of information from the subcontractor to fulfill the reporting, insurance and audit requirements of this Agreement. The terms and conditions of this Agreement are expressly incorporated into any and all subcontractors' agreements entered into by FUNDED PARTNER.

### XXIII. LEAD AGENCY RESPONSIBILITIES

An organization identified as the Lead Agency under this Agreement shall carry out the responsibilities identified in Exhibit F.

### XXIV. NON-COMPLIANCE AND RIGHT TO REVIEW

- A. In the event that FUNDED PARTNER fails to perform or defaults on any term or condition of this Agreement, the Executive Director may take such steps, including but not limited to, reducing the funding received under the grant, termination of the grant, non-renewal of the grant and suspension of service until such default is cured.
- B. F5MC shall grant FUNDED PARTNER a right to review a decision by the Executive Director pertaining to termination of this Agreement or the implementation of action taken by the Executive Director against FUNDED PARTNER for failure to comply with the terms and conditions of this Agreement.
- C. FUNDED PARTNER must: 1) provide written notice to F5MC requesting review of the Executive Director's decision within five (5) business days after the receipt of written notice of the Executive Director's decision to terminate this Agreement or; 2) take action for non-

## F5MC MONTEREY COUNTY AGREEMENT

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compliance with the terms and conditions of this Agreement. If FUNDED PARTNER fails to provide written notice within the five-day timeframe, any right to review is irrevocably waived. FUNDED PARTNER must ensure that the request for review is received in F5MC's office within the five-day time period by either personal service or certified mail.

- D. If FUNDED PARTNER timely exercises its right for review, F5MC will set a hearing within sixty (60) days of the receipt of the FUNDED PARTNER's request for review. FUNDED PARTNER shall provide all documentary and testimonial evidence before F5MC on the date set for the review hearing. F5MC shall consider any such evidence at its sole discretion. Thereafter, F5MC shall render a decision regarding FUNDED PARTNER's review of F5MC's action and provide a written decision within thirty (30) days after the review hearing. F5MC's decision regarding the review hearing shall be final and shall not entitle FUNDED PARTNER to any further hearing or consideration of issues regarding termination, or adverse action, for non-compliance of this Agreement.

### XXV. REVERSION OF ASSETS

- A. Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, FUNDED PARTNER shall transfer to F5MC any unexpended or unencumbered F5MC funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.
- B. Real or Personal Property Assets. Any real property or moveable or immovable personal property under FUNDED PARTNER's control or ownership that was acquired or improved in whole or in part with F5MC funds disbursed under this Agreement, the original cost therefore exceeded five thousand dollars (\$5,000.00) shall either be, at the election of F5MC: (1) used by FUNDED PARTNER for the services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified; or (2) disposed of and proceeds paid to F5MC in a manner that results in F5MC being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to FUNDED PARTNER's out-of-pocket expenditures using non-F5MC funds for acquisition of or improvements to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of such asset.
- 1) In furtherance of the foregoing, if F5MC selects continued use of the capital asset, then FUNDED PARTNER hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall service the termination or expiration of this Agreement and shall be actionable at law or in equity by F5MC against FUNDED PARTNER and its successors in interest.
  - 2) In the event F5MC selects disposition of the subject real or personal property, then FUNDED PARTNER shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to F5MC upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

## F5MC MONTEREY COUNTY AGREEMENT

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### XXVI. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, certified mail, or otherwise delivered as follows:

To: Francine Rodd, Executive Director  
*First 5 Monterey County*  
1125 Baldwin St.  
Salinas, CA 93906

To: Monterey Peninsula College  
Larry Walker, Dean of Student Services  
980 Fremont St.  
Monterey, CA 93940.

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent via mail by F5MC, shall be deemed to be received five (5) business days following their deposit in the U.S. mail.

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**F5MC MONTEREY COUNTY AGREEMENT**

**Exhibit A - SCOPE OF WORK**

<b>Monterey Peninsula College (MPC)</b>	<b>Workforce Development Incentive Program (WDIP)</b>	<b>Larry Walker, MPC Dean of Student Services, LWALKER@mpc.edu (831) 645-1372</b>	
<p>The Workforce Development Incentive Program (WDIP) will support a variety of early education students to move up the Permit Matrix <sup>1</sup>and/or achieve a Child Development degree through the provision of specialized counseling and access to resources.</p> <p><i>First 5 Monterey County (F5MC)</i> will hold contracts with community colleges for specialized early education/child development counselor/s; financial incentive awards for successful completion of 6 units in an academic year related to movement up the Permit Matrix and/or achievement of a Child Development degree. <i>F5MC</i> will also hold a contract with an agency for field-based outreach to a variety of child care programs, and the procurement and implementation of field-based skills development training targeted to students who are underprepared for college entry.</p>			
<b>Deliverable Activities</b>		<b>Dates</b>	<b><sup>2</sup>Target #s for Aggregate Data (Persimmony)</b>
<p>MPC Child Development Counselor will work collaboratively with <i>F5MC</i> staff, the <i>F5MC</i> Workforce Development Initiative Workgroup (advisory body), <i>F5MC</i> WDIP Outreach and Training Agency, and the Chair of the MPC Child Development Department to achieve the activities described below:</p>			
<p>1. Prepare Outreach Materials including, but not limited to, information for potential Child Development (CHDV) students about the <i>F5MC</i>-funded support services available at the college and the process for appointments.</p>		<p>July, 2011 and ongoing as needed.</p>	
<p>2. Plan and coordinate locations for field-based appointments with Child Development students. Prepare and process any necessary MOUs for field-based appointments.</p>		<p>August, 2011 and ongoing as needed</p>	
<p>3. Conduct regular appointments in the field as well as at the college for students (e.g. at child development centers, or in conjunction with Project meetings and/or trainings). Appointments will be available during flexible hours/days, including evenings and weekends.</p>		<p>July 15, 2011 and ongoing.</p>	
<p>4. Review and advise regarding Child Development students' college assessments (i.e., English Assessment Test, English as a Second Language Placement Test and Math Placement).</p>		<p>July 15, 2011 and ongoing.</p>	

<sup>1</sup> The California Child Development Permit Matrix, issued through the California Commission on Teacher Credentialing, is required of employees of Early Childhood programs licensed under Title V. The permit enables a student to move along a career ladder which supports a hierarchy of professional goals and competencies relative to employment and leadership.

<sup>2</sup> F5MC Consent Forms will be used as the basis for count of all aggregate data numbers.

## F5MC MONTEREY COUNTY AGREEMENT

Deliverable Activities	Dates	<sup>2</sup> Target #s for Aggregate Data (Persimmony)
5. Prepare or update Professional Growth Plans (which will be aligned with the student's overall education plan). Obtain Child Development faculty sign-off on Professional Growth Plans as necessary.	August, 2011 and ongoing	<b>200 students</b>
6. Analyze student professional growth and education plans to provide recommendations for the development of CHDV student cohorts and/or learning groups.	September, 2011 and ongoing	
7. Facilitate CHDV student access to college-based resources (i.e., provide information on transfer options and make referrals for tutors, study skills support, supportive services, financial aid, scholarships, etc.).	July 15, 2011 and ongoing	
8. Coordinate/implement CHDV cohorts or learning groups as needed.	October, 2011 and ongoing	<b>30 students</b>
9. Participate in training to ensure understanding of CHDV student needs and challenges including, but not limited to: Child Development Permit Matrix licensing requirements, California Mentor Teacher Project; Scholarships related to early educators; Child Development Training Consortium; and the unique challenges of CHDV students.	July, 2011 and ongoing	
10. Serve as liaison for Child Development in the Counseling Department and participate in departmental meetings to inform other MPC college counselors about the needs and requirements related to CHDV students.	ongoing	
11. Review and approve applications for <i>F5MC</i> ECE financial incentive awards and communicate approvals to the MPC Foundation. Review student-provided transcripts as necessary to approve B.A. units or on-line units, etc.	October, 2011 and ongoing	
12. Review MPC course offerings/calendar to recommend offerings for early education/child development classes that may be necessary to support participants in achieving the project outcome and to recommend the purchase of textbooks by the MPC Foundation.	November, 2011 and ongoing	
13. Provide on-going data entry into the <i>F5MC</i> database (Persimmony) to include, but not be limited to documentation of: meetings with students; Professional Growth Plans; referrals to resources; <i>F5MC</i> ECE financial incentive awards; and student participation in cohorts/learning groups and the textbook incentive plan.	July 15, 2011 and ongoing	
14. Participate in the <i>F5MC</i> Workforce Development Initiative Workgroup and other selected <i>F5MC</i> Funded Partner meetings as necessary.	ongoing	
15. Maintain on-going communication with <i>F5MC</i> and the WDIP Outreach and Training Agency.	ongoing	

F5MC MONTEREY COUNTY AGREEMENT

**Exhibit B – BUDGET**

**Workforce Development  
Incentive Program**

A BUDGET	B C		D E		F G		H I		L M	
	FY11/12 or Hours	F5MC %	7/1/11 to 6/30/12 Other Funding	F5MC Request	7/1/12 to 6/30/13 Other Funding	F5MC Request	7/1/13 to 6/30/14 Other Funding	F5MC Request	Total Proposed Program Other Funding F5MC Request	
<b>PROGRAM PERSONNEL EXPENSES*</b>										
Counselor	1.00	100%	0.00	60,884.00	0.00	63,119.00	0.00	65,348.00	0.00	189,351.00
Clerical Assistant	0.10	0%	4,326.00		4,326.00		4,326.00		12,978.00	0.00
MPC Child Dev. Instructor	0.05	0%	3,044.00		3,155.00		3,267.00		9,466.00	0.00
<b>Subtotal Personnel</b>	<b>1.15</b>		<b>7,370.00</b>	<b>60,884.00</b>	<b>7,481.00</b>	<b>63,119.00</b>	<b>7,593.00</b>	<b>65,348.00</b>	<b>22,444.00</b>	<b>189,351.00</b>
<b>Personnel Taxes and Benefits**</b>		50.00%	3,685.00	30,442.00	3,741.00	31,560.00	3,797.00	32,674.00	11,223.00	94,676.00
<b>SUBTOTAL PERSONNEL &amp; BENEFITS</b>			<b>11,055.00</b>	<b>91,326.00</b>	<b>11,222.00</b>	<b>94,679.00</b>	<b>11,390.00</b>	<b>98,022.00</b>	<b>33,667.00</b>	<b>284,027.00</b>
<i>*List ONLY those positions directly involved with supporting the expansion or enhancement of programs. Do NOT list Executive Director or other administrative positions in this area. These positions cannot be funded directly under this grants program because of the prohibition on supplantation. Include holidays, vacation and sick time in salary calculations.</i>										
<i>**As a % of salaries - Includes employer FICA, Medicare, SUI, ETT, health, dental, vision, life ins, worker's comp. and retirement for staff listed. Benefits are reimbursed on actual expenditures.</i>										
<b>PROGRAM EXPENSES - This area does not include expenses paid via agency's payroll.</b>										
Child Development Counselor Training			500.00	500.00	500.00		500.00		1,500.00	500.00
Program Materials and Supplies			200.00	2,400.00	200.00		200.00		600.00	2,400.00
Local Travel- mileage				1,000.00					0.00	1,000.00
									0.00	0.00
									0.00	0.00
<b>SUBTOTAL PROGRAM EXPENSES</b>			<b>700.00</b>	<b>3,900.00</b>	<b>700.00</b>	<b>0.00</b>	<b>700.00</b>	<b>0.00</b>	<b>2,100.00</b>	<b>3,900.00</b>
<b>PROGRAM SUPPORT EXPENSES* -This area does not include expenses paid via agency's payroll.</b>										
Equipment			1,000.00	1,150.00					1,000.00	1,150.00
<b>SUBTOTAL SUPPORT PROGRAM EXPENSES</b>			<b>1,000.00</b>	<b>1,150.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,150.00</b>
<i>*These expenses require submittal or narrative of the allocation plan to justify the expenses. The expenses must be specifically linked to the Scope of Work.</i>										
<b>SUBTOTALS</b>										
<b>SUBTOTAL PERSONNEL, PROGRAM EXP &amp; SUPPORT EN</b>			<b>12,755.00</b>	<b>96,376.00</b>	<b>11,922.00</b>	<b>94,679.00</b>	<b>12,090.00</b>	<b>98,022.00</b>	<b>36,767.00</b>	<b>289,077.00</b>
<b>ADMIN/INDIRECT EXP (15% ma</b>	<b>Enter %</b>	<b>8.00%</b>	1,020.00	7,710.00	954.00	7,574.00	967.00	7,842.00	2,941.00	23,126.00
<b>TOTAL for Cost Reimbursable Eligible Services</b>			<b>13,775.00</b>	<b>104,086.00</b>	<b>12,876.00</b>	<b>102,253.00</b>	<b>13,057.00</b>	<b>105,864.00</b>	<b>39,708.00</b>	<b>312,203.00</b>

**\*\*Rate calc. must be provided and should be based on most recent audited financials. Lead organization's plus the subcontractor's cumulative indirect cannot exceed 15%.**

**Exhibit B – BUDGET NARRATIVE**

<b>Budget Line Name</b>	<b>Budget Line Description</b>
<b>PROGRAM PERSONNEL EXPENSES (agency employee positions only)</b>	
Child Development College Counselor	Annual starting salary \$60,884. Job Responsibilities included in contract/Scope of Work. Budgeted at 1 FTE with F5MC covering 100%. COLA has been included for the out years.
Clerical Assistant	Administrative support for scheduling, copying, answering phones and other tasks as assigned. Budgeted at .1 FTE with no COLA in the out years. This position is 100% in-kind.
MPC Child Dev. Instructor	Collaboration with assigned counselor to identify student needs, CHDV program opportunities and possible CHDV course offerings. Budgeted at .05 FTE with a COLA in the out years. This position is 100% in-kind.
<b>Personnel Taxes and Benefits</b>	Employer taxes and employee benefits average out to 50% of salaries. <i>Items will be invoiced at cost.</i>
<b>PROGRAM EXPENSES</b>	
Child Development Counselor Training	Training related to counseling and the WDIP program including expenses for registration and related materials. Out of state travel requires approval from F5MC.
Program Materials and Supplies	Materials used directly in services to the project including office supplies, business cards, printing, mailing, books, cell phone usage and cohort meeting supplies. These costs are tracked and billed to the grant as purchased and used. Estimated at \$2,600 for FY11/12 with F5MC paying \$2,400 of the costs and \$200 in-kind from MPC. Materials will be provided in-kind estimated @ \$200 per year for subsequent fiscal years.
Local Travel- mileage	Mileage reimbursement at current federal rate for the Counselor to attend off-campus student appointments, meetings and trainings. These costs will be tracked and billed to the grant as used. F5MC is proposed to cover 100% of this line item.
<b>PROGRAM SUPPORT EXPENSES</b>	
Equipment	Purchase of equipment/technology for use in the project including a laptop computer and portable printer. FY 11/12 expenses of \$2,250 with F5MC covering \$1,150 and MPC covering \$1,000 in-kind.
<b>ADMIN/INDIRECT EXP (15% max.)</b>	Overhead cost is 8%. This includes fiscal, IT, and Human resource department staff and associated benefits, as well as audit services, administrative supplies and insurances related to the grant.

**Exhibit C – INSURANCE REQUIREMENTS**

As a condition of this Agreement FUNDED PARTNER must provide proof of insurance for the following and maintain in full force and effect, during the term of this Agreement, the following types of insurance:

- Commercial General Liability** [“occurrence” coverage]  
Minimum Limit \$1,000,000, with an Additional Insured Endorsement (see below)  
  
*Additional Insured Endorsement shall name Monterey County Children and Families Commission, the individual members thereof, and all F5MC officers, agents, employees, and its Board of Directors as Additional Insureds with respect to services being provided, including ongoing and completed operations. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.*
- Professional Liability**  
Medical \$1,000,000/3,000,000, Other \$1,000,000
- Directors and Officers Liability**  
Minimum Limit \$1,000,000
- Sexual Abuse Liability**  
Minimum Limit \$1,000,000
- Automobile insurance**  
Minimum Limit \$250,000 per person, \$500,000 aggregate, \$100,000 property damage for each vehicle to be operated in association with this Agreement
- Workers’ Compensation**  
Required for all FUNDED PARTNERS with employees  
Statutory Limits or \$1,000,000, Employers Liability minimum \$100,000

*Please have Insurance Certificates with any Additional Insured Endorsements sent to First 5 Monterey County, 1125 Baldwin Street, Salinas, CA 93906, Attention: Joanna Jensen.*

- A. All Insurance Certificates showing proof of insurance must include a 30-day Notice of Cancellation endorsement.
- B. F5MC’s legal name, Monterey County Children and Families Commission, must be used on all insurance certificates and endorsements
- C. All insurance provided required under this Agreement shall be primary coverage with respect to F5MC, and any insurance or self insurance maintained by F5MC shall be in excess of FUNDED PARTNER’s insurance coverage and shall not contribute to FUNDED PARTNER’s coverage. F5MC is to be notified immediately if any aggregate insurance limit is exceeded.
- D. Failure to provide these documents shall be grounds for termination or suspension of this Agreement.

## F5MC MONTEREY COUNTY AGREEMENT

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- E. It is the responsibility of FUNDED PARTNER to confirm that any and all subcontractors that FUNDED PARTNER may use for the completion of this Agreement comply with all terms and conditions of the insurance provisions.
- F. Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to F5MC.
- G. Evidence of Self Insurance: For FUNDED PARTNERS who are self-insured, legally adequate evidence of self-insurance meeting the approval of F5MC's Legal Counsel may be submitted for any coverage required above. For Workers' Compensation, FUNDED PARTNER must submit a copy of the Self Insured Certificate issued by the State of California.

Prior to any obligations of F5MC, FUNDED PARTNER shall file certificates of insurance with F5MC, showing that FUNDED PARTNER has in effect the insurance required by this contract. FUNDED PARTNER shall file a new or amended certificate including applicable endorsements promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file.

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**Exhibit D – APPLICABLE LAWS REGARDING NON-DISCRIMINATION**

- **California Fair Employment and Housing Act**, Govt. Code Sec. 12900 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing F5MC); **Section 12940 (c), (h), (1), (i), and (j)**;
- **California Government Code Secs. 11135 - 11139.5, as amended** (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Part 84); and all guidelines and interpretations issued pursuant thereto;
- **Title I-III of the Americans with Disabilities Act of 1990**, 42 U.S.C. sections 12111-12117, 12131-12165 & 12181-12189 inclusive
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq.;
- **Monterey County Code**, Chap. 2.80;
- **Age Discrimination in Employment Act 1975, as amended (ADEA)**, 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **Labor Code Sec.1102.1**;
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **Food Stamp Act of 1977, as amended, and in particular Section 272.6**;
- **California Civil Code, Section 51 et seq., as amended**;
- **California Government Code Section 4450**;
- **Title 22, California Code Of Regulations, Section 98000-98413**;
- **The Dymally-Alatorre Bilingual Services Act**;
- **Section 1808 Removal Of Barriers To Inter Ethnic Adoption Act Of 1996**;
- **Division 21 Civil Rights and Cultural Awareness Training**
- **Federal False Claims Act, 31 U.S.C. Sec. 3729 et. seq.** **California False Claims Act, California Government Code Sec. 12650 et. seq.**

**Exhibit E – APPLICABLE LAWS REGARDING CONFIDENTIALITY**

1. 827(a) Welfare & Institutions Code
2. 830 Welfare & Institutions Code
3. 5328 (1) Welfare & Institutions Code
4. 10850 Welfare & Institutions Code
5. 18951 Welfare & Institutions Code
6. 18965 Welfare & Institutions Code
7. 18986.46 Welfare & Institutions Code
8. Title 42 Code of Federal Regulations part 2.11
9. Title 42 Code of Regulations part 2.12(C)(4)
10. Title 42 Code of Regulations part 2.22
11. Title 42 Code of Federal Regulations part 2.35



**Exhibit F - LEAD AGENCY RESPONSIBILITIES**

The Lead Agency for this Agreement shall carry out the following responsibilities:

1. Coordinate between F5MC and the collaborative subcontracting agencies under this Agreement for dissemination of information, submission of required reports in a timely manner, and enforcement of the terms and conditions of this Agreement. The Lead Agency shall ensure that the terms and conditions of this Agreement with F5MC are incorporated into all subcontracts. The Lead Agency shall withhold funds and/or delay the release of funds to the subcontractor agencies if they fail to comply with the terms and conditions of this Agreement. The Lead Agency shall notify F5MC if funds are withheld or deleted from subcontractor agencies for noncompliance.
2. Monitor subcontractors to review and evaluate progress toward contract performance and adherence to contract requirements on a quarterly basis unless otherwise specified. Monitoring procedures shall include, but are not limited to, review of the program and fiscal management of the collaborating subcontractor agencies, as related to funded services, documentation of client eligibility, establishment of program and budgetary control procedures, and adherence to performance goals. The Lead Agency shall report to F5MC on its monitoring activities in regularly scheduled reports, or upon request. The Lead Agency shall process cash requests for subcontractors and shall ensure that payments are released in accordance with the budget specified in this Agreement.

# Monterey Peninsula Community College District

## Governing Board Agenda

July 7, 2011

New Business Item No. D

Human Resources  
College Area

### Proposal:

That the Governing Board approve the employment of Amber Russell, as a categorically funded, non-tenure track, full time Counselor for the period of July 1, 2011- June 30, 2012.

### Background:

Funding for a non-tenure track fulltime Counselor was provided by First 5 Monterey County (F5MC). The F5MC position is expected to support and assist in access, retention and educational goal attainment for students participating in MPC's Child Development program. Following a complete and thorough selection process conducted during the spring semester, the employment of Amber Russell as Counselor is being recommended by Superintendent/President Dr. Douglas Garrison for the approval of the Board of Trustees. Step and Column placement is pending verification.

### Budgetary Implications:

Categorical funding is provided by a First 5 Monterey County contract.

**RESOLUTION, BE IT RESOLVED**, that the Governing Board approve the employment of Amber Russell as a categorically funded, non-tenure track, full time Counselor for the 2011-2012 academic year, effective August 15, 2011.


Recommended By:

  
Barbara Lee, Associate Dean of Human Resources

Prepared By:

  
Kali F. Viker, Human Resources Analyst

Agenda Approval:

  
Dr. Doug Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

July 7, 2011

New Business Item No. E

Human Resources  
College Area

Proposal:

To approve the contract with Education Leadership Search, the ELS Group, LLC, ("ELS") for providing Martin Johnson as the Interim Vice President for Academic Affairs.

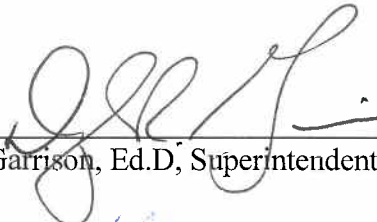
Background:


Several search firms provided applicants for the Interim Vice President of Academic Affairs position, and the selection process culminated with the hiring of Martin Johnson under a professional services agreement. Mr. Johnson is affiliated with ELS and therefore the District agrees to pay ELS a fee in return for service in the temporary position. The fee to ELS is 15% of Mr. Johnson's gross salary, which is slightly less than health and welfare benefits for this position, resulting in a slight savings each month.

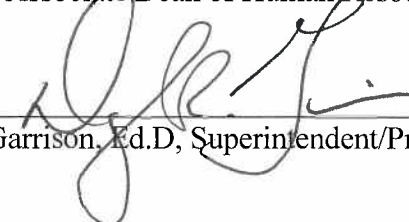
Budgetary Implications:

Approximate savings of \$281 per month over the budgeted amount.

**RESOLUTION: BE IT RESOLVED**, that the Governing Board approve the contract with Education Leadership Search, the ELS Group, LLC, for providing the services of Martin Johnson as Interim Vice President of Academic Affairs, effective July 18, 2011.

Recommended By:   
Douglas R. Garrison, Ed.D, Superintendent/President

Prepared By:   
Barbara Lee, Associate Dean of Human Resources

Agenda Approval:   
Douglas R. Garrison, Ed.D, Superintendent/President



Between

Monterey Peninsula Community College District  
And  
Education Leadership Search

This AGREEMENT is made on June 28, 2011, between the ELS Group, LLC (“ELS”) and Monterey Peninsula Community College District (“District”).

**WITNESSETH**

WHEREAS, ELS has agreed to assist the District in its search for a qualified professional to serve as the Interim Vice President of Academic Affairs for the College from July 18, 2011 through June 30, 2012 pending a full and open recruitment of that position;

and

WHEREAS, ELS has secured the commitment of Martin L. Johnson to serve as the Interim Vice President of Academic Affairs for the College for the above-referenced period of time; and

WHEREAS, the District desires to temporarily employ, Martin L. Johnson to serve as the Interim Vice President of Monterey Peninsula College;

IT IS THEREFORE AGREED AS FOLLOWS:

The Monterey Peninsula Community College District (hereinafter “District”) agrees to utilize the services of Mr. Martin L. Johnson (hereinafter “Interim Employee”) as the Interim Vice President of Academic Affairs for the College District. Mr. Johnson will report to and take direction from Doug Garrison, Superintendent/President of Monterey Peninsula Community College.

Qualifications: Mr. Johnson is qualified to serve as the interim Vice President of Academic Affairs having served at Gavilan Community College District as Vice President of Instruction for six years.

Expenses: Except as specifically identified herein, ELS shall assume all expenses incurred in connection with the performance of this agreement, and District shall not be responsible for payment of any other expenses.

Nature and Extent of Performance: The nature and extent of performance shall be agreed to by and between District and Interim Employee and defined in such detail as each may agree. District is responsible for defining the goals and objectives of the assignment for the Interim Employee, and in the event of dispute between the parties, District's definitions shall prevail.

Payment: In consideration of this agreement, District shall pay the Interim Employee at the rate of \$10,834 per month prorated, based upon number of working days per month, for any period of service less than a full month served. ELS' fee for services rendered is equal to 15% of Interim Employee's gross compensation or \$1,625 per month. ELS will invoice the District at the end of each month served by the interim employee.

Status of District and ELS: It is expressly understood and agreed that this contract is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture or association between District and ELS, but is, rather, an agreement by and between the independent contractors, these being District and ELS.

Employee's Powers: Under the direction of the President of Monterey Peninsula Community College, the Interim Employee shall perform such duties and services consistent with the position of Vice President of Academic Affairs for the College.

Term of Agreement: The Interim Employee will begin services to the District on July 18, 2011 and said services will continue thereafter on a month-to-month basis until June 30, 2012, unless either party provides written notification of a desire to terminate or extend the contract. Such notice will be provided 30 days prior to the termination date, unless the 30-day time period is reduced by mutual agreement between the District and the ELS. In the event of early termination of this agreement, the Interim Employee and ELS shall be paid for the actual services performed as of the date of termination.

Sallie A. Savage, Senior Partner  
Education Leadership Search

Douglas Garrison, Superintendent/President  
Monterey Peninsula CCD

# Monterey Peninsula Community College District

## Governing Board Agenda

July 7, 2011

New Business Item No. F

Human Resources  
College Area

### Proposal:

That the Governing Board approve the reduced service partial retirement of 15% for Stephanie Tetter.

### Background:

Article 19 of the MPCTA-MPC Agreement, as amended by the April 2011 agreement between MPCTA and the District and Education Code 87483 allow academic employees who meet specific requirements to work less than full time and earn full time credit in the State Teachers' Retirement System. Stephanie Tetter meets those requirements and has requested a reduced service partial retirement of 15% effective July 8, 2011.

### Budgetary Implications:

Savings of 15% of Stephanie Tetter's annual salary equaling \$13,172.

**RESOLUTION, BE IT RESOLVED**, that the Governing Board approve the reduced service partial retirement of 15% for Stephanie Tetter per the amended Article 19 of the MPCTA-MPC agreement and Education Code 87483 effective July 8, 2011.

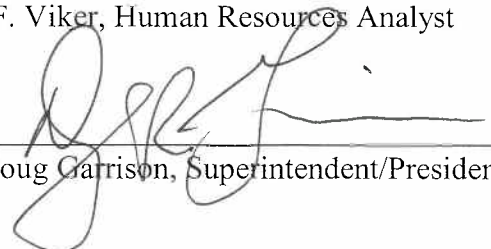
Recommended By:

  
\_\_\_\_\_  
Barbara Lee, Associate Dean of Human Resources

Prepared By:

  
\_\_\_\_\_  
Kali F. Viker, Human Resources Analyst

Agenda Approval:

  
\_\_\_\_\_  
Dr. Doug Garrison, Superintendent/President