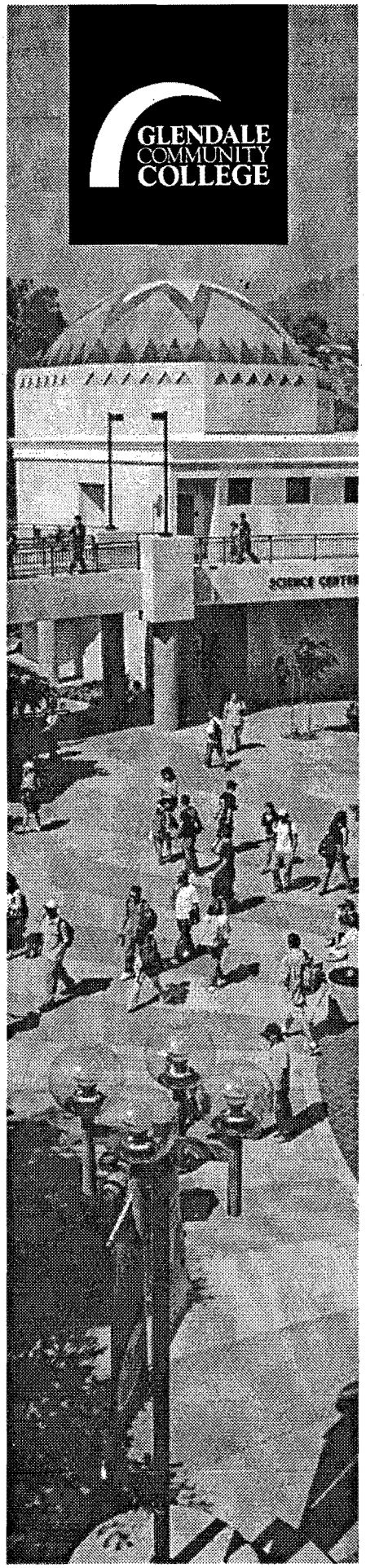

GLENDALE COMMUNITY COLLEGE DISTRICT
1500 North Verdugo Road
Glendale, California 91208

BOARD OF TRUSTEES

Agenda

Reception at 5:30 p.m.
Kreider Hall Lobby

Meeting No. 1

Special Board Meeting

Monday, July 2, 2012 at 6:00 p.m.

Kreider Hall, San Rafael Building

GLENDALE COMMUNITY COLLEGE DISTRICT
1500 North Verdugo Road
Glendale, California 91208
(818) 240-1000

SPECIAL BOARD OF TRUSTEES MEETING NO. 1
Kreider Hall

July 2, 2012 at 5:30 p.m.

AGENDA

In compliance with Education Code §72129-72131, the presiding officer of the Board of Trustees is calling a Special Meeting on Monday, July 2, 2012 at 5:30 p.m. in Kreider Hall located in the San Rafael Building at Glendale Community College.

ITEM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CERTIFICATION OF COMPLIANCE

To accommodate the requirement of Government Code Section 54956, it is hereby declared that the agenda for the meeting was posted 24 hours prior to this meeting at the following locations:

- At three locations in the Administration Building at Glendale Community College;
- On the bulletin board on the outside wall of the San Gabriel Building at Glendale Community College.
- On the bulletin board located on the outside wall of the second floor by the main office entrance on the Garfield Campus;
- On display inside the glass doors at the front entrance of the Professional Development Center;
- On the College's website <http://www.glendale.edu/boardoftrustees>.

In accordance with the Brown Act revisions, any writings relating to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public in the Office of the Superintendent/President, John A. Davitt Administration Building, AD 106, 1500 N. Verdugo Road, Glendale, CA 91208 during regular business hours. When possible, such writings may also be posted on the District's website: www.glendale.edu/boardoftrustees.

Individuals who require disability related accommodations or modifications, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent/President's office by noon of the business day preceding the board meeting. Please call (818) 551-5105.

COMMENTS FROM THE AUDIENCE – BOARD AGENDA ITEMS ONLY

(ADDRESSING THE BOARD OF TRUSTEES - An individual or group representative may address the Board of Trustees on any item on the agenda. A speaker must state his or her name and address prior to speaking to the Board. Not more than five minutes may be allotted to each speaker and no more than twenty minutes to each subject, except by unanimous consent of the Board of Trustees.)

NEW BUSINESS REPORTS/ACTION

1. Approval Contract for Interim Superintendent/President 1

The Board may approve the contract for the Interim Superintendent/President:

a) as presented with the proposed salary and allowance package or

b) with revisions

BOARD OF TRUSTEES REQUEST - INFORMATION AND/OR FUTURE AGENDA ITEMS

(This is an opportunity for the Board of Trustees to place items on future board agendas.)

ADJOURNMENT

FUTURE DATES

July 4, 2012	*Independence Day – Campus Closed*
July 25, 2012	Regular Board Meeting
August 27, 2012	Regular Board Meeting – Public Hearing on Final Budget
September 3, 2012	*Labor Day – Campus Closed*
September 4, 2012	Instruction Begins - Fall Semester
September 10, 2012	Regular Board Meeting – Adoption of Budget
October 15, 2012	Regular Board Meeting
October 20, 2012	85th Anniversary Celebration
November 11, 2102	*Veterans Day – Campus Closed*
November 19, 2012	Regular Board Meeting
November 22 – 24	*Thanksgiving Vacation- Campus Closed*
December 10, 2012	Regular Board Meeting

Glendale Community College District

July 2, 2012

NEW BUSINESS REPORT NO. 1

REPORT OF RECOMMENDATION

TO:	Board of Trustees
SUBMITTED BY:	Donna Voogt, Administrative Dean, Human Resources
SUBJECT:	APPROVAL CONTRACT FOR INTERIM SUPERINTENDENT/PRESIDENT

DESCRIPTION OF HISTORY / BACKGROUND

On June 25, 2012 the Board of Trustees announced the selection of Dr. Jim Riggs for the position of Interim Superintendent/President.

Dr. Riggs brings a wealth of experience in community college leadership and instruction to Glendale College. He is currently the Professor of Community College Education at CSU Stanislaus where he teaches full-time in the University's Doctoral Program in Educational Leadership and supervises research in the areas of community college leadership and student success. Prior to joining the faculty at CSU Stanislaus, he served as the president of Columbia College in Sonora, California from 1997 to 2007. Other leadership posts include serving as Vice President of Education and Student Services at Lincoln Land Community College in Springfield, Illinois; Executive Dean of the Clear Lake Campus of Yuba College; Associate Dean of Instruction/Extended Education, Merced College; and Director of the Kachemak Campus of the University of Alaska. He began his career as a music and humanities instructor at Wenatchee Valley College in Washington State. He also taught doctoral courses at the University of the Pacific and Sacramento State University, and has published articles on issues related to community college leadership.

Dr. Riggs holds a doctorate in Higher Education Leadership and Curriculum from the University of Southern California as well as Masters and Bachelors degrees in music. He has been active in numerous educational, civic and cultural organizations during his 35 year career in education and continues to be active in music as a conductor. He and his wife, Juliann live in Columbia, California. They have three grown children who live in Northern California with their families. Dr. Riggs will reside in the Glendale area during his term as Interim Superintendent/ President.

Dr. Riggs' contract is presented for the Board's approval. The Board will determine the appropriate annual salary and various allowances. Superintendent/President salaries were researched and based on those results the Board may elect to offer Dr. Riggs the following annualized compensation package effective July 1, 2012 and ending June 30, 2013.

Base salary	$220,000
Housing allowance	30,000
Auto allowance	9,600
Cell phone allowance	2,400

Dr. Riggs will not be enrolling in the District's employee benefit plans, with the exception of the regular group life insurance that all academic administrators receive.

COMMITTEE HISTORY

Not applicable.

FISCAL IMPACT

The total estimated cost of the proposed compensation package is $292,000 including the District's contribution to STRS.

RECOMMENDATION

The Board may approve the contract for the Interim Superintendent/President:

a) as presented with the proposed salary and allowance package or
b) with revisions.

CONTRACT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT/PRESIDENT
BETWEEN
THE GLENDALE COMMUNITY COLLEGE DISTRICT
AND
DR. JIM RIGGS

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 2nd day of July, 2012 by and between the Glendale Community College District (the "District") and Dr. Jim Riggs (President).

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Superintendent/President and Chief Executive Officer. Dr. Riggs is hereby employed for a period of one year commencing July 1, 2012 and ending June 30, 2013 as the District's Interim Superintendent/President. Dr. Riggs shall also serve as the District's Chief Executive Officer and Secretary to the Board of Trustees.

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting district rules, regulations, policies or procedures.

3. Powers and Duties and Board/President Relations.

3.1 The President shall perform all of the powers and duties of the position of Interim Superintendent/President, Chief Executive Officer, and Secretary to the Board of Trustees. He shall further efficiently and effectively manage the programs and operations of the District, and perform such other duties and assume such other responsibilities as are assigned to him from time to time by the Board of Trustees. The President shall have the primary responsibility for recommendations and execution of board policy.

3.2 The President shall personally or by direction of the Board of Trustees:

3.2.1 Provide leadership and direction to ensure that the laws and policies of the District are carried out;

3.2.2 Review the policies adopted by the Board of Trustees and make appropriate recommendations to the Board of Trustees;

3.2.3 Periodically evaluate employees as provided for by California law and district policy;

3.2.4 Advise the Board of Trustees of all possible sources of funds which may be available to implement present or contemplated district programs;

3.2.5 Regularly and timely inform the Board of Trustees of the fiscal status of the District; and

3.2.6 Establish and maintain an appropriate community relations program.

3.3 The President shall have the responsibility of overseeing and directing all operational areas of the college including instruction, student services, business/ administrative services, human resources, college foundation, and campus police department, which, in his judgment, best serves the District, subject to approval by the Board of Trustees. The President shall have such responsibility in all personnel matters or as otherwise delegated pursuant to board policy, including selection, assignment, evaluation, and transfer of employees, subject to approval of the Board of Trustees.

3.4 The President shall have the primary responsibility for working with the Board, district personnel, students, and the public, in order to develop recommendations for the short-range and long-range goals for the District. Such goals shall include timelines and specific criteria for determining effective achievement of those goals, and evaluating outcomes. The development of such goals shall be subject to board approval.

3.5 The President shall have primary responsibility for representing the interests of the Board and the District in day to day contact with college personnel, students, residents, community organizations, district support organizations, and governmental agencies.

3.6 Board/President Relations

3.6.1 The President will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which by law require board action. Administrative responsibility and commensurate authority for administering the District are delegated by the Board to the President.

3.6.2 The Board recognizes that it only has authority to act as a collective body. Each board member recognizes that his or her power as a board member is derived from the collective deliberations and actions of the Board as a whole in a lawfully constituted meeting. Individual board members understand that directives to the Superintendent/President are to be given by the Board in a lawful meeting, or by the Board President where appropriate. The Board, individually and collectively, will refer promptly to the President for study and recommendations, any criticism, complaints or suggestions brought to the attention of the Board or any member thereof.

3.6.3 The Board shall provide the President with periodic opportunities to discuss Board/President relationships as they relate to the Board's productivity and the effectiveness of the President's leadership.

3.6.4 The Board shall hold the President accountable to manage the District consistent with approved board policies, goals, and objectives. It is through board policy and official board action that the Board gives direction to the District.

3.6.5 The President will be held responsible for establishing programs and services, and for managing the District in a manner that satisfies the Board's expected outcomes, including the provision of data from which the Board can evaluate the District's achievement of its goals. Thus, the Board by exercising the governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, it is accomplishing it.

3.6.6 The failure of the Board to comply with the provisions of Section 3.6 and its subsections shall not constitute a breach of this Agreement on the part of the Board.

4. Salary

4.1 The annual salary shall be $220,000 per year. The salary shall be payable in equal monthly installments, each of which shall be equal to one-twelfth (1/12) of the per annum salary, with daily proration for less than one year of service.

4.2 The President shall receive an annual housing allowance of $30,000 per year payable at the rate of $2,500 per month. The use of this allowance shall be at the President's discretion and shall not require any documentation. This amount will be treated and considered as part of the President's compensation/salary for tax purposes but will not be included for purposes of the State Teachers Retirement System Defined Benefit Plan or CalPERS Retirement Plan.

4.2 The President shall be required to maintain and utilize a personal vehicle for work-related travel within Los Angeles County. In lieu of any other mileage or automobile allowance or reimbursement for the actual and necessary use of the President's personal vehicle(s) within Los Angeles County, the District shall provide an allowance of $800 per month. The use of this allowance shall be at the President's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the President's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan or CalPERS Retirement Plan to the maximum extent permitted by law.

4.3 The President shall be required to maintain and utilize a personal cellular telephone or "smart phone" for business purposes, and to ensure that the telephone number is maintained on file with the District. In lieu of any other allowance or reimbursement for maintaining or utilizing said cellular telephone, the District shall provide an allowance of $200 per month, which allowance shall be utilized to defray the cost of maintaining and utilizing said personal cellular telephone. The use of this allowance shall be at the President's discretion and

shall not require any documentation. This monthly allowance shall be treated and considered as part of the President's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan or CalPERS Retirement Plan to the maximum extent permitted by law.

4.4 The Board may adjust the salary rate for the term of this Agreement in an amount commensurate with the collectively bargained salary adjustments for academic faculty, classified staff, and other college administrators and managers. However, any such adjustment shall not mean that a new Agreement has been entered into nor that the termination date of the existing Agreement has been extended.

5. Professional Schedule.

5.1 The President shall be required to render 12 months of full and regular service to the District.

5.2 The President shall accrue one day of sick leave for each full month of employment during the term of this Agreement.

5.3 The President shall be entitled to 27 days (216 hours) of vacation with pay for the 2012/13 fiscal year. The annual vacation allotment will be pro-rated for less than a full year of service. Vacation pay shall accumulate at the rate of 27 days per year or eighteen (18) hours per month. All vacation time must be scheduled in advance and approved by the Board's President. Upon termination or expiration of this Agreement, the President shall be entitled to compensation for the accrued and unused vacation days at his base salary rate exclusive of additional monthly/annual allowances.

5.4 The President shall be entitled to the regular holidays provided for in the California Education Code and any additional local holidays granted by the Board of Trustees to 12-month academic employees.

6. Performance Evaluation.

6.1 The Board will provide the President with periodic opportunities to discuss the Board/President relationship as specified in Section 3 above.

6.2 The President's performance in carrying out the duties and responsibilities set forth in this Agreement, the goals and priority duties established by the Board, and his performance of other duties for the college year will be evaluated by the Board of Trustees. The evaluation will be discussed in closed session. As a result of this evaluation process, the Board of Trustees will prepare a written statement of its evaluation of the President's performance. The Board's evaluation will be completed prior to March 31, 2013 unless another date is agreed upon by the Board and the President.

7. Expense Reimbursement. The District shall reimburse the President in accordance with district policy and procedures for all actual and necessary expenses incurred in carrying out district business in performance of the duties of Interim Superintendent/President. Mileage for travel within Los Angeles County shall not be reimbursed.

8. Fringe Benefits. The District shall provide the President with group life insurance in the amount of $300,000. The President is not eligible to participate in any of the District's other health and welfare benefit plans.

9. Amendment or Termination of the Agreement.

9.1 This Agreement may be amended by mutual agreement between the parties.

9.2 The President may terminate this Agreement at any time upon written notice to the Board of Trustees at least forty-five (45) calendar days prior to the expiration of this Agreement.

9.3 Both parties understand this is a one year Agreement for an interim assignment. This Agreement is not subject to the renewal notice requirements in California Education Code section 72411.

9.4 Nothing in this Agreement shall be construed to prevent termination of the President for cause during the term of this Agreement. If the Board determines that there is cause to warrant termination of this Agreement, it will provide the President with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. The President may be terminated for poor work performance, immoral or unprofessional conduct, dishonesty, evident unfitness for duty, physical or mental condition that makes him unfit to instruct or associate with students, persistent violation of or refusal to obey the laws of the state or regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the Glendale Community College District, and/or conviction of a felony or of a crime involving moral turpitude. The President shall, after receiving the statement of reasons, be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The President may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the President, provide the President with its final decision in writing. If the Board determines to terminate his Agreement pursuant to this Section, the President shall not be entitled to any additional procedural protections. Upon issuance of its written decision pursuant to this Section, the President shall immediately cease to be an employee of the District and shall immediately cease to receive the compensation and benefits set forth in this Agreement.

9.5 The President understands that he may not apply for the permanent position of Superintendent/President when the position opens. This section does not preclude him from applying for the position if it were to open again at some time in the future.

10. Outside Professional Activities. The President may engage in outside professional activities, such as counseling, speaking, and writing provided such activities do not interfere with the President's duties at Glendale Community College. The President agrees that he will not teach classes anywhere during the term of this Agreement. The provisions of this Section shall not apply to the President's attendance at or participation in conferences or meetings relating to his employment as Interim Superintendent/President. Participation in such outside professional activities shall be approved in advance by the Board President. The President may retain remuneration for approved activities for which he uses an earned vacation day.

11. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the President from any demands, claims, actions, suits, or legal proceedings brought against the President for any incident arising out of the course and scope of his employment as set forth in Division 3.6 of the Government Code commencing with Section 810 and following.

12. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understanding of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

13. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

14. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with, the laws of the state of California.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

By:

_____

Dr. Armine Hacopian
President
Board of Trustees of the
Glendale Community College District

_____

Dr. Jim Riggs
Interim Superintendent/President