

BOARD OF REGENTS
BRIEFING PAPER

Agenda Item Title: Proposed Contract and Terms for the Acting President of TMCC

Meeting Date: December 3-4, 2015

1. BACKGROUND & POLICY CONTEXT OF ISSUE:

TMCC President Maria Sheehan has given notice of resignation effective in January 2016. At its Special Board Meeting held on October 23, 2015, the Board of Regents appointed Dr. Kyle Dalpe to be the Acting President of TMCC.

2. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

The Board's approval of the proposed contract and terms for the Acting President of TMCC to include an automobile allowance. The proposed contract and terms are submitted herewith.

3. IMPETUS (WHY NOW?):

To allow time for transition, the Acting President's contract should be approved at the December 2015 Board meeting and be effective December 1, 2015.

4. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The Board approved the appointment of Dr. Kyle Dalpe to be the Acting President of TMCC at its October 23, 2015 Special Board Meeting.
- At the Special Board Meeting, a base salary of \$140,000 was approved.
- However, the automobile allowance was not addressed and should be included in the contract.
- In addition, the proposed effective date of the contract was January 2016.
- However, to allow time for transition and because President Sheehan will be using her annual leave in December, the Acting President's contract should commence in December 2015.
- The proposed terms of the contract are:
 - Base salary \$140,000
 - Auto allowance 8,000
 - Contract to be effective from December 1, 2015 through May 31, 2016 (or until the hire of a permanent president).

5. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None.

6. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

None.

7. COMPLIANCE WITH BOARD POLICY:

Consistent With Current Board Policy: Title #____ Chapter #____ Section #____

XAmends Current Board Policy: Title #__ Chapter #__, add a new Section #

Amends Current Procedures & Guidelines Manual: Chapter #____ Section #____

Other: _____

Fiscal Impact: Yes X No ____

The increase in base compensation, along with the automobile allowance represents a temporary increase of approximately \$33,000.

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**THE NEVADA SYSTEM OF HIGHER EDUCATION
SUPPLEMENT TO TERMS OF EMPLOYMENT
FOR DR. JOHN KYLE DALPE, ACTING PRESIDENT
TRUCKEE MEADOWS COMMUNITY COLLEGE (TMCC)**

December 1, 2015 – May 31, 2016

The following provisions (herein referred to as the “Supplement”) supplement the Terms of Employment to which it is attached, for John Kyle Dalpe (sometimes referred to herein as the “Employee,” “appointee” or the “President”), Acting President of Truckee Meadows Community College (“TMCC”) (hereinafter referred to as “President”). This Supplement, the Terms of Employment to which it is attached and Exhibit A attached hereto, are collectively referred to herein as the “Contract.”

1. This Contract is for the time period December 1, 2015 – May 31, 2016, or until the hire of a permanent president. This Supplement and the Terms of Employment to which it is attached represent the entire Contract between the parties and supersede all other agreements between appointee and Employer.
2. While serving as Acting President of TMCC compensation will be a base salary of \$140,000.00 annually, with such additional fringe benefits as are provided for all other professional employees of the Nevada System of Higher Education (“NSHE”). The compensation while serving as President is pro-rated for partial year service.
3. Employee's performance of job duties and responsibilities will be evaluated on an annual basis. The evaluations shall be conducted in accordance with written guidelines on file in the Chancellor's Office. The employee shall be eligible for an annual cost-of-living allowance (COLA), as approved by the Nevada State Legislature, and merit increase as approved by the Chancellor in consultation with the Board Chair and according to Board policy. For FY 2016, no merit or COLA apply to this contract.
4. While serving as Acting President of TMCC, perquisites shall consist of an automobile allowance provided in recognition of the requirements of this position and paid in lieu of furnishing an automobile to the appointee, as follows:
 - a. An automobile allowance of \$8,000 per fiscal year, which shall be in lieu of reimbursement for use of a private vehicle on official business within a fifty-mile radius of the appointee’s office. While serving as Acting President of

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TMCC for a full fiscal year, payments of \$4,000 in July and \$4,000 in January will be made, whereas in partial fiscal years of service as Acting President of TMCC, the auto allowance will be prorated.

5. The NSHE's financial commitment under the terms of this Contract extends only for the duration of the Contract period. The Board, in its discretion may extend this Contract. No notice is required for non-renewal of the appointment to the position of Acting TMCC President. At the termination of this Contract, whether at the end of the contract period or earlier in the discretion of the Board, the Acting President will be reassigned from the presidential position to the position of Associate Dean/Chief of Staff at the prior salary of \$114, 837.24 (adjusted for COLA or merit, if any COLA and merit has been awarded) in that position.
6. The President serves at the pleasure of the Board of Regents. The President may be removed by the Board of Regents at any time, with or without cause, and the Contract terminated, subject to the reassignment and compensation requirements in Paragraph 7 above. Upon termination, the President shall not be entitled to any remaining payments for automobile allowance or other payments.
7. This contract is subject to all provisions of the NSHE Code and policies including, but not limited to any temporary salary reductions or unpaid leave pursuant to action of the Nevada Legislature and Board policy set forth in the Procedures and Guidelines Manual, Chapter 3, Section 8, and the provisions regarding discipline, whether undertaken by the Chancellor pursuant to Title 1, Chapter 1, Article VII, Section 3 or where appropriate following reassignment, by the University pursuant to Title 2, Chapter 6.
8. In the event the Board initiates a search for the permanent position of TMCC President, Acting President John Kyle Dalpe is ineligible to apply.

Employee:

John Kyle Dalpe, Acting President, Truckee Meadows Community College Date

Accepted on behalf of the Nevada System of Higher Education as a Supplement to the Terms of Employment:

Daniel J. Klaich, Chancellor, Nevada System of Higher Education Date

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EXHIBIT “A” TO SUPPLEMENT TO ADMINISTRATIVE CONTRACT

PROVISIONS FOR DISCIPLINE OF PRESIDENTS

1. Discipline for Cause

This administrative Contract may be terminated for cause or the President may be disciplined for cause by the NSHE Board of Regents or by the Chancellor. Without regard to and not subject to any of the provisions or procedures of the Board of Regents’ Code, Title 2, Chapter 6, the Chancellor may take any of the following disciplinary actions for cause against the President:

- a. Issue a warning;
- b. Issue an oral or written reprimand;
- c. Removal from office and termination of the employment contract.

Any disciplinary action shall only be taken in consultation with the Chair of the Board.

2. Progressive Discipline

Except in cases of serious violations which have a substantial negative impact on the System or on any institution or unit, principles of progressive discipline shall be followed. The less severe measures of warnings or reprimands are first imposed and the more severe measure of termination is applied only if the less severe measures are ineffective. The Chancellor will, within five (5) working days after imposition, provide written, confidential notification to the Board of any warnings or reprimands that are issued.

3. Prohibited Activity

The following conduct shall constitute cause for imposition of any of the discipline set forth above:

- a. Failure to perform the duties for which the President is employed.
- b. Failure to maintain a required level of performance as provided in Title 2, Chapter 5, Section 5.12 of the Nevada System of Higher Education Code.
- c. Incompetence or inefficiency in performing the duties for which the President is employed.
- d. Insubordination, which is defined as disobedience of a lawful written order.
- e. Falsification of employment applications or documents submitted to the System, its member institutions or its special units, or making other false or fraudulent representations in securing employment.
- f. Intentional misrepresentation of a material fact that has a substantial adverse impact on the System, its member institutions or its special units.
- g. Conviction of any criminal act involving moral turpitude.
- h. Being under the influence of intoxicants, or, without a valid medical excuse, being under the influence of controlled substances as defined in the Nevada Revised Statutes, while on duty, due consideration being given to NRS 284.379.
- i. Unauthorized absence from duty or abuse of leave privileges.

- j. Personal or professional conduct which shows that the President is unfit to remain in the position or which has an ascertainable harmful or adverse effect on the efficiency of the institution.

4. Disciplinary Procedure

The Chancellor shall give the President written notice of intent to discipline. The written notice must describe the circumstances of the alleged prohibited conduct and must include all available materials and documentation to support the charges. The President may present a written response to the Chancellor within ten (10) working days after receipt of the notice. The President may appeal a termination, but not other discipline, to the Board of Regents, using the procedures established in Section 6.14 of the Code, Title 2, Chapter 6, so far as they can be made applicable and subject to the following: the appeal must be filed with the Chief Executive Officer of the Board of Regents; and the Chancellor may file a written reply to the appeal with the Chief Executive Officer of the Board of Regents. The appeal must be filed within ten (10) working days after receipt of a written notice of intent to terminate from the Chancellor. The imposition of termination is stayed pending a decision from the Board of Regents on the appeal. There is no right to an evidentiary hearing with regard to any proposed discipline.

5. Effect of Termination on Compensation of President

- a. Upon termination for any of the causes set forth in Section 3, Prohibited Activity, hereinabove, in the event the President does not hold tenure, the President shall not be entitled to the payment of any salary and shall not be entitled to payment of any remaining housing allowance, automobile allowance, host account, other perquisites or salary supplements funded by a foundation.
- b. Upon termination for any of the causes set forth in Section 3, Prohibited Activity, hereinabove, in the event the President does hold tenure in an appropriate academic department of a System institution, the President shall be reassigned from the presidential position to an employment position as a full-time member of the academic faculty of the institution and shall not be entitled to the payment of any remaining housing allowance, automobile allowance, host account, other perquisites or salary supplements funded by a foundation which are set forth in the terms of the President's employment contract. Upon termination for any of the causes set forth in Section 3, hereinabove and reassignment to a tenured position, the president's salary shall be determined in accordance with Title 4, Chapter 3, Section 33, Subsections 1-3 (Presidential Transition).

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PROPOSED TERMS OF TMCC ACTING PRESIDENT DR. JOHN KYLE DALPE December 1, 2015 – May 31, 2016

- 1) **Base salary:** \$140,000.00
- 2) **Salary Supplement:** N/A
- 3) **Car Allowance:** \$8,000.00 per fiscal year (prorated for partial years of service).
- 4) **Contract Period:** Contract will be through May 31, 2016 (or until the hire of a permanent president).