

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. A

Fiscal Services  
College Area

**Proposal:**

That the Governing Board review and discuss the 2013-2014 Monthly Financial Reports for the period ending December 31, 2013.

**Background:**


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

**Budgetary Implications:**

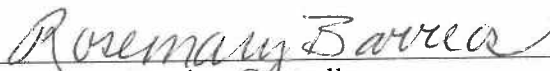
None.

**RESOLUTION: BE IT RESOLVED,** that the 2013-2014 Monthly Financial Reports for the period ending December 31, 2013, be accepted.

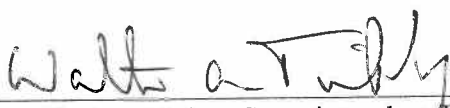
**Recommended By:**

  
\_\_\_\_\_  
Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:**

  
\_\_\_\_\_  
Rosemary Barrios, Controller

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

**Monterey Peninsula College**  
**Fiscal Year 2013-14**  
**Financial and Budgetary Report**  
**January 31, 2014**

Enclosed please find attached the financial reports for the month ending December 31, 2013 for your review and approval. The financial report is an internal management report submitted to the Board of Trustees to compare actual financial activities to the approved budgets.

Operating Fund net revenue through December 31, 2013 is \$21,340,017 which is 47.2% of the operating budget for this fiscal year. Expenditures year-to-date total \$17,067,307 which is 37.9% of the operating budget for this fiscal year, for a net difference of \$4,272,710.

**Highlights of financial activities year-to-date are as follows:**

**Revenues**

- The November apportionment payment was posted this month for \$1,502,167.
- Property taxes received this month of \$8.2M
- Student fees and charges received this month total \$799,845, which included reversing of deferred revenue student fees from prior year.
- Proposition 30 funds were received of \$1,153,340.

**Expenditures**

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

**Self Insurance Fund**

- Self Insurance expenses are at 45.2% of budgeted expenditures. The expenditure amount is 13.2 % less than the amount for the same period last fiscal year.

**Fiduciary Funds**

- All Fiduciary Funds are tracking close to budget.

**Cash Balance:**

The total cash balance for all funds is \$39,947,912 including bond cash of \$20,457,301 and \$19,490,611 for all other funds. Operating funds cash is \$12,045,701.

**Other:**

The District completed the FY 12-13 Final Financial and Bond Audit in November 2013. The ending fund balances were confirmed by the auditor to be correct and these changes are now reflected on this month's financial statements. You will see the beginning fund balances changed on the Summary of All Funds Report. Beginning Fund Balances are currently posted as of July 1, 2013.

# Monterey Peninsula Community College

Monthly Financial Report

December 31, 2013

## Summary of All Funds

<b>Funds</b>	Beginning Fund Balance	Revised Budgets 2013 - 2014		Ending Fund Balance	Year to Date Actual 2013 - 2014			% Actual to Budget		Cash Balance
	<u>07/01/13</u>	<u>Revenue</u>	<u>Expense</u>	<u>6/30/2014</u>	<u>Revenue</u>	<u>Expense</u>	<u>Encumbrances</u>	<u>Rev</u>	<u>Exp</u>	<u>12/31/2013</u>
General - Unrestricted	\$3,895,081	\$38,614,399	\$38,508,757	\$4,000,723	\$19,018,067	\$14,850,399	3,272,316	49.3%	47.1%	\$11,197,026
General - Restricted	0	5,247,463	5,247,463	0	1,917,718	1,803,460	44,487	36.5%	35.2%	0
Child Dev - Unrestricted	0	310,573	310,572	0	9,648	113,736	300	3.1%	36.7%	24,892
Child Dev - Restricted	0	245,147	245,147	0	111,560	79,593	40,826	45.5%	49.1%	0
Student Center	226,052	264,200	264,200	226,052	76,071	41,508	45,145	28.8%	32.8%	276,973
Parking	62,380	512,000	489,741	84,639	206,953	178,611	40,619	40.4%	44.8%	546,810
<b>Subtotal Operating Funds</b>	<b>\$4,183,513</b>	<b>\$45,193,782</b>	<b>\$45,065,880</b>	<b>\$4,311,414</b>	<b>\$21,340,017</b>	<b>\$17,067,307</b>	<b>\$3,443,693</b>	47.2%	37.9%	<b>\$12,045,701</b>
Self Insurance	8,328,770	6,349,078	8,099,078	6,578,770	552,920	3,628,435	32,241	8.7%	45.2%	5,418,322
Capital Project	1,985,066	1,267,797	2,380,677	872,186	180,347	12,271	4,123	14.2%	0.7%	1,176,057
Building	25,811,907	50,000	7,520,032	18,341,875	0	4,305,408	9,938,133	0.0%	189.4%	20,457,301
Debt Service	52,963	275,324	275,324	52,963	206,479	137,662	137,662	75.0%	50.0%	121,779
Revenue Bond	21,768	18,075	18,075	21,768	21	16,650	1,425	0.1%	92.1%	5,139
Associated Student	92,451	90,000	90,000	92,451	31,298	29,080	0	34.8%	32.3%	126,562
Financial Aid	17,745	5,300,000	5,300,000	17,745	2,292,989	2,292,989	0	43.3%	43.3%	60,749
Scholarship & Loans	272,948	2,531,700	2,531,700	272,948	1,003,403	1,013,153	0	33.6%	8.2%	199,788
Trust Funds	-97,836	469,102	469,102	-97,836	849,530	207,544	0	0.7%	2.6%	310,771
Orr Estate	37,302	13,000	28,000	22,302	3,173	12,375	0	24.4%	44.2%	25,744
<b>Total all Funds</b>	<b>\$40,706,597</b>	<b>\$61,557,858</b>	<b>\$71,777,868</b>	<b>\$30,486,586</b>	<b>\$26,460,178</b>	<b>\$28,722,874</b>	<b>\$13,557,277</b>	<b>43.0%</b>	<b>40.0%</b>	<b>\$39,947,912</b>

**\*\*\* BOARD REPORT \*\*\***

**GENERAL FUND (Unrestricted)**

Fund 01

**Monterey Peninsula College**

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
<b>REVENUES</b>							
8100 FEDERAL	3,041	10,700	0	0	10,700	0.0%	
8600 STATE	14,426,966	18,129,982	279,727	8,689,789	9,440,193	47.9%	
8800 COUNTY / LOCAL	19,679,135	17,928,415	9,030,415	10,328,279	7,600,136	57.6%	
8900 INTERFUND TRANSFER IN	2,055,231	2,545,302	0	0	2,545,302	N/A	
<b>TOTAL REVENUE :</b>	<b>\$36,164,373</b>	<b>\$38,614,399</b>	<b>\$9,310,142</b>	<b>\$19,018,067</b>	<b>\$17,051,030</b>	<b>49.3%</b>	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	UNENCUMBERED BALANCE	PERCENT	
<b>CERTIFICATED SALARIES</b>							
1100 TEACHER SALARIES	6,060,460	6,155,162	0	2,285,977	3,869,186	37.1%	
1200 NON TEACHER SALARIES	2,631,772	2,799,070	0	1,120,257	1,678,813	40.0%	
1300 HOURLY TEACHER	4,980,447	5,072,605	26,050	2,440,728	2,631,877	48.1%	
1400 OTHER HOURLY SALARIES	279,078	337,756	5,803	142,998	194,758	42.3%	
<b>TOTAL CERTIFICATED :</b>	<b>\$13,951,757</b>	<b>\$14,364,593</b>	<b>\$31,852</b>	<b>\$5,989,959</b>	<b>\$8,374,634</b>	<b>41.7%</b>	
<b>CLASSIFIED SALARIES</b>							
2100 NON INSTRUCTIONAL	5,813,001	5,958,475	486,472	2,934,896	3,023,579	49.3%	
2200 INSTRUCTIONAL AIDES	791,944	884,918	70,988	432,899	452,019	48.9%	
2300 HOURLY NON INSTRUCTIONAL	405,114	255,782	36,038	194,573	61,209	76.1%	
2400 HOURLY INSTRUCTIONAL	590,772	642,644	58,239	309,903	332,741	48.2%	
	<b>\$7,600,831</b>	<b>\$7,741,819</b>	<b>\$651,737</b>	<b>\$3,872,271</b>	<b>\$3,869,548</b>	<b>50.0%</b>	

**\*\*\* BOARD REPORT \*\*\***

**GENERAL FUND (Unrestricted) continued**

Fund 01

**Monterey Peninsula College**

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					PERCENT
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$4,184,086</u></b>	<b><u>\$4,440,788</u></b>	<b><u>\$200,280</u></b>	<b><u>\$1,925,823</u></b>	<b><u>\$537,273</u></b>	<b><u>\$1,977,692</u></b>	<b>55.5%</b>
<b>SUPPLIES &amp; OTHER</b>							
4300 INSTRUCTIONAL SUPPLIES	218,522	237,088	9,928	106,095	24,261	106,732	55.0%
4500 OTHER SUPPLIES	459,186	344,692	32,386	206,233	115,044	23,414	93.2%
4700 FOOD	3,695	3,720	0	1,145	0	2,575	30.8%
<b>TOTAL SUPPLIES &amp; OTHER :</b>	<b><u>\$681,403</u></b>	<b><u>\$585,500</u></b>	<b><u>\$42,314</u></b>	<b><u>\$313,474</u></b>	<b><u>\$139,305</u></b>	<b><u>\$132,721</u></b>	<b>77.3%</b>
5100 CONTRACTED SERVICES	1,644,457	2,382,746	361,607	807,801	1,381,220	193,724	91.9%
5200 TRAVEL	157,447	151,691	2,907	53,866	6,730	91,095	39.9%
5300 DUES AND SUBSCRIPTIONS	174,359	174,335	0	152,557	0	21,778	87.5%
5400 INSURANCE	420,108	291,933	0	303,848	0	(11,915)	104.1%
5500 UTILITIES & HOUSEKEEPING	1,222,714	1,267,307	64,527	530,714	861,082	(124,489)	109.8%
5600 RENTS & LEASES	595,850	645,296	24,832	314,115	109,214	221,967	65.6%
5700 LEGAL AND AUDIT	88,173	217,400	4,998	21,984	86,407	109,009	49.9%
5800 OTHER SERVICES	343,866	523,998	25,563	102,201	128,462	293,335	44.0%
<b>TOTAL OTHER :</b>	<b><u>\$4,646,974</u></b>	<b><u>\$5,654,706</u></b>	<b><u>\$484,434</u></b>	<b><u>\$2,287,086</u></b>	<b><u>\$2,573,116</u></b>	<b><u>\$794,504</u></b>	<b>85.9%</b>
<b>CAPITAL OUTLAY</b>							
6200 BUILDING IMPROVEMENT	27,595	27,821	156	8,741	5,175	13,904	50.0%
6300 CAPITAL BOOKS & SOFTWARE	98,495	61,500	198	59,083	1,802	615	99.0%
6400 EQUIPMENT	61,309	50,255	26,123	87,470	15,645	(52,859)	205.2%
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$187,399</u></b>	<b><u>\$139,576</u></b>	<b><u>\$26,477</u></b>	<b><u>\$155,294</u></b>	<b><u>\$22,622</u></b>	<b><u>(\$38,339)</u></b>	<b>127.5%</b>
<b>TRANSFERS</b>							
7300 INTERFUND TRANSFER OUT	5,917,263	5,581,775	0	306,493	0	5,275,282	5.5%
7600 OTHER PAYMENTS TO STUDE	1,795	0	0	0	0	0	N/A
<b>TOTAL TRANSFERS :</b>	<b><u>\$5,919,058</u></b>	<b><u>\$5,581,775</u></b>	<b><u>\$0</u></b>	<b><u>\$306,493</u></b>	<b><u>\$0</u></b>	<b><u>\$5,275,282</u></b>	<b>5.5%</b>
<b>TOTAL EXPENSE &amp; TRANSFERS :</b>	<b><u>37,171,507</u></b>	<b><u>38,508,757</u></b>	<b><u>1,437,095</u></b>	<b><u>14,850,399</u></b>	<b><u>3,272,316</u></b>	<b><u>20,386,042</u></b>	<b>47.1%</b>
<b>REVENUE OVER EXPENSE :</b>	<b><u>(\$1,007,134)</u></b>	<b><u>\$105,642</u></b>	<b><u>\$7,873,047</u></b>	<b><u>\$4,167,668</u></b>	<b><u>(\$3,272,316)</u></b>	<b><u>(\$3,335,013)</u></b>	

**\*\*\* BOARD REPORT \*\*\*  
GENERAL FUND (Restricted)**

Fund 01  
Monterey Peninsula College

DECEMBER 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
<b>REVENUES</b>							
8100 FEDERAL	1,465,164	2,032,353	331,638	436,471	0	1,595,882	21.5%
8600 STATE	2,236,054	2,418,123	1,080,319	1,080,319	0	1,337,804	44.7%
8800 COUNTY / LOCAL	602,369	729,739	318,177	400,927	0	328,812	54.9%
8900 INTERFUND TRANSFER IN	0	67,248	0	0	0	67,248	0.0%
<b>TOTAL REVENUE :</b>	<b>\$4,303,587</b>	<b>\$5,247,463</b>	<b>\$1,730,135</b>	<b>\$1,917,718</b>	<b>0</b>	<b>\$3,329,745</b>	<b>36.5%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT
<b>CERTIFICATED SALARIES</b>							
1100 TEACHER SALARIES	8,385	0	0	0	0	0	0.0%
1200 NON TEACHER SALARIES	986,154	1,030,451	0	308,885	0	721,566	30.0%
1300 HOURLY TEACHER	41,950	60,363	0	22,971	0	37,392	38.1%
1400 OTHER HOURLY SALARIES	231,180	187,456	(3,241)	102,080	0	85,376	54.5%
<b>TOTAL CERTIFICATED :</b>	<b>\$1,267,669</b>	<b>\$1,278,270</b>	<b>(\$3,241)</b>	<b>\$433,936</b>	<b>\$0</b>	<b>\$844,334</b>	<b>33.9%</b>
<b>CLASSIFIED SALARIES</b>							
2100 NON INSTRUCTIONAL	567,052	582,888	41,054	221,119	0	361,769	37.9%
2300 HOURLY NON INSTRUCTIONAL	366,065	274,945	35,608	143,498	0	131,447	52.2%
2400 HOURLY INSTRUCTIONAL	179,325	202,891	16,988	82,418	0	120,473	40.6%
<b>TOTAL CLASSIFIED :</b>	<b>\$1,112,442</b>	<b>\$1,060,724</b>	<b>\$93,650</b>	<b>\$447,035</b>	<b>\$0</b>	<b>\$613,689</b>	<b>42.1%</b>

\*\*\* BOARD REPORT \*\*\*  
GENERAL FUND (Restricted) continued  
Fund 01  
Monterey Peninsula College

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$410,894</u></b>	<b><u>\$380,131</u></b>	<b><u>\$17,535</u></b>	<b><u>\$146,260</u></b>	<b><u>\$0</u></b>	<b><u>\$233,871</u></b>	<b>38.5%</b>
<b>SUPPLIES &amp; OTHER</b>							
4300 INSTRUCTIONAL SUPPLIES	25,108	134,659	1,011	10,634	4,200	119,825	11.0%
4500 OTHER SUPPLIES	45,931	56,020	7,380	25,398	356	30,266	46.0%
4700 FOOD	<u>25,462</u>	<u>20,540</u>	<u>2,120</u>	<u>7,847</u>	<u>0</u>	<u>12,693</u>	38.2%
<b>TOTAL SUPPLIES &amp; OTHER :</b>	<b><u>\$96,501</u></b>	<b><u>\$211,219</u></b>	<b><u>\$10,511</u></b>	<b><u>\$43,879</u></b>	<b><u>\$4,556</u></b>	<b><u>\$162,784</u></b>	<b>22.9%</b>
<b>OTHER</b>							
5100 CONTRACTED SERVICES	565,136	585,686	47,356	213,184	16,925	355,577	39.3%
5200 TRAVEL	359,966	333,152	6,528	95,195	0	237,957	28.6%
5300 DUES AND SUBSCRIPTIONS	5,805	1,100	0	225	0	875	20.5%
5400 INSURANCE	45,339	45,238	0	45,148	0	90	99.8%
5500 UTILITIES & HOUSEKEEPING	142	500	11	40	160	300	40.0%
5600 RENTS & LEASES	32,296	10,966	0	10,665	856	(555)	105.1%
5800 OTHER SERVICES	<u>183,642</u>	<u>189,454</u>	<u>43,966</u>	<u>85,708</u>	<u>143</u>	<u>103,603</u>	45.3%
<b>TOTAL OTHER :</b>	<b><u>\$1,192,326</u></b>	<b><u>\$1,166,096</u></b>	<b><u>\$97,861</u></b>	<b><u>\$450,165</u></b>	<b><u>\$18,084</u></b>	<b><u>\$697,847</u></b>	<b>40.2%</b>
<b>CAPITAL OUTLAY</b>							
6300 CAPITAL BOOKS & SOFTWARE	0	16,960	0	13,530	13,159	(9,729)	0.0%
6400 EQUIPMENT	<u>82,431</u>	<u>296,038</u>	<u>7,504</u>	<u>42,051</u>	<u>8,688</u>	<u>245,299</u>	17.1%
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$82,431</u></b>	<b><u>\$312,998</u></b>	<b><u>\$7,504</u></b>	<b><u>\$55,581</u></b>	<b><u>\$21,847</u></b>	<b><u>\$235,570</u></b>	<b>24.7%</b>
<b>TRANSFERS</b>							
7300 INTERFUND TRANSFER OUT	545,030	527,398	37,011	204,843	0	322,555	38.8%
7500 STUDENT FINANCIAL AID PYMT	27,546	62,823	5,400	7,360	0	55,463	11.7%
7600 OTHER PYMTS TO STUDENTS	<u>141,480</u>	<u>247,802</u>	<u>4,432</u>	<u>14,401</u>	<u>0</u>	<u>233,401</u>	5.8%
<b>TOTAL TRANSFERS :</b>	<b><u>\$714,056</u></b>	<b><u>\$838,023</u></b>	<b><u>\$46,843</u></b>	<b><u>\$226,604</u></b>	<b><u>\$0</u></b>	<b><u>\$611,419</u></b>	<b>27.0%</b>
<b>TOTAL EXPENSE &amp; TRANSFERS :</b>	<b><u>4,876,319</u></b>	<b><u>5,247,461</u></b>	<b><u>270,663</u></b>	<b><u>1,803,460</u></b>	<b><u>44,487</u></b>	<b><u>3,399,514</u></b>	<b>35.2%</b>
<b>REVENUE OVER EXPENSE :</b>	<b><u>(\$572,732)</u></b>	<b><u>\$2</u></b>	<b><u>\$1,459,472</u></b>	<b><u>\$114,258</u></b>	<b><u>(\$44,487)</u></b>	<b><u>(\$69,769)</u></b>	

\*\*\* BOARD REPORT  
 Child Development Fund  
 Fund 04 Unrestricted  
 Monterey Peninsula College  
 December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014				BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
<b>REVENUE</b>							
8660 STATE	0	0	0	0	0	0	0.0%
8800 LOCAL	57,176	61,750	4,300	9,648	0	52,102	15.6%
8900 OTHER	278,132	248,823	0	0	0	248,823	0.0%
<b>TOTAL REVENUE:</b>	<b>335,308</b>	<b>310,573</b>	<b>4,300</b>	<b>9,648</b>	<b>0</b>	<b>\$300,925</b>	<b>3.1%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>CLASSIFIED SALARIES</b>							
2100 NON INSTRUCTIONAL	70,295	65,244	5,474	27,828	0	37,416	42.7%
2200 INSTRUCTIONAL AIDES	120,306	74,710	6,351	26,935	0	47,775	36.1%
2300 NON INSTRUCTIONAL TEMP	0	10,222	1,055	3,245	0	6,977	0.0%
2400 HOURLY INSTRUCTIONAL	42,923	45,229	3,316	11,890	0	33,339	26.3%
<b>TOTAL CLASSIFIED:</b>	<b>\$233,524</b>	<b>\$195,405</b>	<b>\$16,196</b>	<b>\$69,898</b>	<b>\$0</b>	<b>\$125,507</b>	<b>35.8%</b>
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b>\$59,705</b>	<b>\$45,601</b>	<b>\$3,639</b>	<b>\$16,624</b>	<b>\$0</b>	<b>\$28,977</b>	<b>36.5%</b>
<b>SUPPLIES &amp; OTHER</b>							
4300 INSTRUCTIONAL SUPPLIES	0	270	0	0	0	270	0.0%
4500 OTHER SUPPLIES	36	1,581	0	0	0	1,581	0.0%
<b>TOTAL SUPPLIES &amp; OTHER:</b>	<b>\$36</b>	<b>\$1,851</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,851</b>	<b>0.0%</b>
<b>OTHER</b>							
5400 INSURANCE	0	0	0	0	0	0	0.0%
5500 UTILITIES AND HOUSEKEEPING	0	0	0	0	300	(300)	0.0%
5600 RENTS. LEASES. AND REPAIRS	0	1,403	0	0	0	1,403	0.0%
<b>TOTAL OTHER :</b>	<b>\$0</b>	<b>\$1,403</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300</b>	<b>\$1,103</b>	<b>0.0%</b>
<b>OTHER SERVICES AND EXPENSES</b>							
5800 UNSPECIFIC	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.0%
<b>TOTAL UNSPECIFIC</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>	<b>0.0%</b>
<b>TRANSFERS</b>							
7300 INTERFUND TRANSFER OUT	93,889	65,312	5,443	27,214	0	38,098	41.7%
<b>TOTAL TRANSFERS:</b>	<b>\$93,889</b>	<b>\$65,312</b>	<b>\$5,443</b>	<b>\$27,214</b>	<b>\$0</b>	<b>\$38,098</b>	<b>41.7%</b>
<b>TOTAL EXPENSE &amp; TRANSFER:</b>	<b>\$387,154</b>	<b>\$310,572</b>	<b>\$25,278</b>	<b>\$113,736</b>	<b>\$300</b>	<b>\$196,536</b>	<b>36.7%</b>
<b>REVENUE OVER EXPENSE :</b>	<b>(\$51,846)</b>	<b>\$1</b>	<b>(\$20,978)</b>	<b>(\$104,088)</b>	<b>(\$300)</b>	<b>\$104,389</b>	



\*\*\* BOARD REPORT \*\*\*  
 Child Development Fund  
 Fund 04 Restricted  
 Monterey Peninsula College  
 December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
<b>REVENUE</b>								
8100 FEDERAL	54,541	20,000	36,920	36,920	0	(16,920)	184.6%	
8690 STATE	135,564	167,943	13,939	13,939	0	154,004	8.3%	
8800 LOCAL	50,000	57,204	3,497	60,701	0	(3,497)	1.0%	
<b>TOTAL REVENUE:</b>	<b>\$240,105</b>	<b>\$245,147</b>	<b>\$54,356</b>	<b>\$111,560</b>	<b>\$0</b>	<b>\$137,084</b>	<b>45.5%</b>	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
<b>CLASSIFIED SALARIES</b>								
2100 NON INSTRUCTIONAL	8,064	6,823	476	2,420	0	4,403	35.5%	
2200 INSTRUCTIONAL AIDES	47,807	68,431	6,003	25,348	0	43,083	37.0%	
2300 HOURLY NON INSTRUCTIONAL	8,708	0	0	195	0	(195)	0.0%	
2400 HOURLY INSTRUCTIONAL	26,581	49,899	4,036	12,654	0	37,245	25.4%	
<b>TOTAL CLASSIFIED:</b>	<b>\$91,160</b>	<b>\$125,153</b>	<b>\$10,515</b>	<b>\$40,617</b>	<b>\$0</b>	<b>\$84,536</b>	<b>32.5%</b>	
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b>\$20,717</b>	<b>\$28,297</b>	<b>\$2,481</b>	<b>\$10,252</b>	<b>\$22,370</b>	<b>(\$4,325)</b>	<b>36.2%</b>	
<b>SUPPLIES &amp; OTHER</b>								
4300 INSTRUCTIONAL SUPPLIES	0	0	0	0	0	0	0.0%	
4500 OTHER SUPPLIES	2,737	3,622	89	1,108	4,792	(2,278)	30.6%	
4700 FOOD	12,772	18,000	393	4,536	13,664	(200)	25.2%	
<b>TOTAL SUPPLIES &amp; OTHER:</b>	<b>\$15,509</b>	<b>\$21,622</b>	<b>\$482</b>	<b>\$5,644</b>	<b>\$18,456</b>	<b>(\$2,478)</b>	<b>26.1%</b>	
<b>OTHER</b>								
5100 CONTRACT	0	0	1,700	1,700	0	(1,700)	0.0%	
<b>TOTAL CONTRACT</b>			<b>\$1,700</b>	<b>\$1,700</b>	<b>\$0</b>	<b>(\$1,700)</b>	<b>0.0%</b>	
<b>OTHER</b>								
5200 TRAVEL	0	1,500	938	2,081	0	(\$581)	138.7%	
<b>TOTAL TRAVEL</b>	<b>\$0</b>	<b>\$1,500</b>	<b>\$938</b>	<b>\$2,081</b>	<b>\$0</b>	<b>(\$581)</b>	<b>138.7%</b>	
<b>OTHER</b>								
5400 INSURANCE	0	299	0	0	0	299	0.0%	
5600 RENTS & LEASES	1,217	0	660	660	0	(660)	0.0%	
5800 OTHER SERVICES	699	21,304	0	0	0	21,304	0.0%	
<b>TOTAL OTHER :</b>	<b>\$1,916</b>	<b>\$21,603</b>	<b>\$660</b>	<b>\$660</b>	<b>\$0</b>	<b>\$20,943</b>	<b>3.1%</b>	
<b>SITES AND SITE IMPROVEMENTS</b>								
6100 SITE IMPROVEMENT	\$2,693	\$0	\$0	\$0	\$0	\$0	0.0%	
<b>TOTAL IMPROVEMENT:</b>	<b>\$2,693</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>	
<b>TRANSFERS</b>								
7300 INTERFUND TRANSFER OUT	47,297	46,971	3,728	18,639	0	28,332	39.7%	
7500 STUDENT FINANCIAL AID PYM	0	0	0	0	0	0	0.0%	
<b>TOTAL TRANSFERS:</b>	<b>\$47,297</b>	<b>\$46,971</b>	<b>\$3,728</b>	<b>\$18,639</b>	<b>\$0</b>	<b>\$28,332</b>	<b>39.7%</b>	
<b>TOTAL EXPENSE &amp; TRANSFER:</b>	<b>\$179,292</b>	<b>\$245,146</b>	<b>\$20,504</b>	<b>\$79,593</b>	<b>\$40,826</b>	<b>\$127,008</b>	<b>49.1%</b>	
<b>REVENUE OVER EXPENSE :</b>	<b>\$60,813</b>	<b>\$1</b>	<b>\$33,852</b>	<b>\$31,967</b>	<b>(\$40,826)</b>	<b>\$10,076</b>		

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## \*\*\* BOARD REPORT \*\*\*

COLLEGE CENTER FUND

Fund 47

Monterey Peninsula College

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
<b>REVENUE</b>								
8800 COUNTY / LOCAL	223,781	264,200	39,427	75,853		188,347	28.7%	
8860 INTEREST	1,286	0	0	218		(218)	N/A	
<b>TOTAL REVENUE :</b>	<b><u>\$225,067</u></b>	<b><u>\$264,200</u></b>	<b><u>\$39,427</u></b>	<b><u>\$76,071</u></b>		<b><u>\$188,129</u></b>	<b>28.8%</b>	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
<b>CLASSIFIED</b>								
2100 NON INSTRUCTIONAL	22,710	24,354	2,030	12,177	0	12,177	50.0%	
2300 HOURLY NON INSTRUCTIONAL	174	0	0	0	0	0	N/A	
<b>TOTAL CLASSIFIED :</b>	<b><u>\$22,884</u></b>	<b><u>\$24,354</u></b>	<b><u>\$2,030</u></b>	<b><u>\$12,177</u></b>	<b><u>\$0</u></b>	<b><u>\$12,177</u></b>	<b>50.0%</b>	
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$6,881</u></b>	<b><u>\$7,097</u></b>	<b><u>\$591</u></b>	<b><u>\$3,549</u></b>	<b><u>\$0</u></b>	<b><u>\$3,548</u></b>	<b>50.0%</b>	
<b>SUPPLIES &amp; OTHER</b>								
4500 OTHER SUPPLIES	(121)	1,150	0	(2)	103	1,050	8.7%	
<b>TOTAL SUPPLIES &amp; OTHER :</b>	<b><u>(\$121)</u></b>	<b><u>\$1,150</u></b>	<b><u>\$0</u></b>	<b><u>(\$2)</u></b>	<b><u>\$103</u></b>	<b><u>\$1,050</u></b>	<b>8.7%</b>	
<b>OTHER</b>								
5100 CONTRACT SERVICES	0	0	0	0	0	0	0.0%	
5200 TRAVEL	83	1,500	0	0	0	1,500	0.0%	
5300 MEMBERSHIP	75	75	0	75	0	0	100.0%	
5400 INSURANCE	17,545	17,545	0	0	0	17,545	0.0%	
5500 UTILITIES & HOUSEKEEPING	122,701	146,317	2,296	25,587	43,877	76,853	47.5%	
5600 RENTS & LEASES	4,690	10,898	900	1,288	0	9,610	11.8%	
5800 OTHER SERVICES	5,000	5,000	(1,165)	(1,165)	1,165	5,000	0.0%	
<b>TOTAL OTHER :</b>	<b><u>\$150,094</u></b>	<b><u>\$181,335</u></b>	<b><u>\$2,030</u></b>	<b><u>\$25,784</u></b>	<b><u>\$45,042</u></b>	<b><u>\$110,508</u></b>	<b>39.1%</b>	
<b>CAPITAL OUTLAY</b>								
6400 EQUIPMENT	1,640	3,000	0	0	0	3,000	0.0%	
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$1,640</u></b>	<b><u>\$3,000</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$3,000</u></b>	<b>0.0%</b>	
<b>TRANSFERS</b>								
7100 DEBT RETIREMENT	18,525	18,525	0	0	0	18,525	0.0%	
7300 INTERFUND TRANSFER	261,765	28,739	0	0	0	28,739	0.0%	
<b>TOTAL TRANSFERS :</b>	<b><u>\$280,290</u></b>	<b><u>\$47,264</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$47,264</u></b>	<b>0.0%</b>	
<b>TOTAL EXPENSE &amp; TRANSFERS :</b>	<b><u>\$461,667</u></b>	<b><u>\$264,200</u></b>	<b><u>\$4,651</u></b>	<b><u>\$41,508</u></b>	<b><u>\$45,145</u></b>	<b><u>\$177,547</u></b>	<b>32.8%</b>	
<b>REVENUE OVER EXPENSE :</b>	<b><u>(\$236,600)</u></b>	<b><u>\$0</u></b>	<b><u>\$34,776</u></b>	<b><u>\$34,564</u></b>	<b><u>(\$45,145)</u></b>	<b><u>\$10,581</u></b>		

\*\*\* BOARD REPORT \*\*\*  
 Parking Fund  
 Fund 39  
 Monterey Peninsula College  
 DECEMBER 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
<b>REVENUE</b>							
8800 COUNTY / LOCAL	796,431	512,000	420,710	206,953	0	305,047	40.4%
<b>TOTAL REVENUE:</b>	<b>\$796,431</b>	<b>\$512,000</b>	<b>\$420,710</b>	<b>\$206,953</b>	<b>\$0</b>	<b>\$305,047</b>	<b>40.4%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>CLASSIFIED SALARIES</b>							
2100 NON INSTRUCTIONAL	150,426	155,712	10,903	61,027	0	94,685	39.2%
2300 HOURLY NON INSTRUCTIONAL	58,339	59,210	8,816	36,403	0	22,807	61.5%
<b>TOTAL CLASSIFIED :</b>	<b>\$208,765</b>	<b>\$214,922</b>	<b>\$19,719</b>	<b>\$97,430</b>	<b>\$0</b>	<b>\$117,492</b>	<b>45.3%</b>
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b>\$56,642</b>	<b>\$59,451</b>	<b>\$4,445</b>	<b>\$23,469</b>	<b>\$37,669</b>	<b>(\$1,687)</b>	<b>39.5%</b>
<b>SUPPLIES &amp; OTHER</b>							
4500 OTHER SUPPLIES :	\$10,256	12,500	0	2,243	563	9,694	17.9%
<b>TOTAL SUPPLIES &amp; OTHER:</b>	<b>\$10,256</b>	<b>\$12,500</b>	<b>\$0</b>	<b>\$2,243</b>	<b>\$563</b>	<b>\$9,694</b>	<b>17.9%</b>
<b>OTHER</b>							
5100 CONTRACTS	0	0	0	0	0	0	0.0%
5200 TRAVEL & CONFERENCE	400	500	0	0	0	500	0.0%
5500 UTILITIES & HOUSEKEEPING	2,850	5,000	119	948	1,077	2,975	0.0%
5600 RENTS & LEASES	6,881	68,200	444	4,449	0	63,751	6.5%
<b>TOTAL OTHER:</b>	<b>\$10,131</b>	<b>\$73,700</b>	<b>\$563</b>	<b>\$5,397</b>	<b>\$1,077</b>	<b>\$67,226</b>	<b>7.3%</b>
<b>CAPITAL OUTLAY</b>							
6400 EQUIPMENT	26,706	25,000	11,117	12,793	1,310	10,897	51.2%
<b>TOTAL CAPITAL OUTLAY:</b>	<b>\$26,706</b>	<b>\$25,000</b>	<b>\$11,117</b>	<b>\$12,793</b>	<b>\$1,310</b>	<b>\$10,897</b>	<b>51.2%</b>
<b>TRANSFERS</b>							
7300 INTERFUND TRANSFER OUT	94,124	104,168	7,456	37,279	0	66,889	35.8%
<b>TOTAL TRANSFERS:</b>	<b>\$94,124</b>	<b>\$104,168</b>	<b>\$7,456</b>	<b>\$37,279</b>	<b>\$0</b>	<b>\$66,889</b>	<b>35.8%</b>
<b>TOTAL EXPENSE &amp; TRANSFER:</b>	<b>\$406,624</b>	<b>\$489,741</b>	<b>\$43,300</b>	<b>\$178,611</b>	<b>\$40,619</b>	<b>\$270,511</b>	<b>44.8%</b>
<b>REVENUE OVER EXPENSE :</b>	<b>\$389,807</b>	<b>\$22,259</b>	<b>\$377,410</b>	<b>\$28,342</b>	<b>(\$40,619)</b>	<b>\$34,536</b>	

**\*\*\* BOARD REPORT \*\*\***

**Self Insurance Fund  
Fund 35  
Monterey Peninsula College**

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14				UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES			
<b>REVENUE</b>							
8800 COUNTY / LOCAL	621,881	618,365	69,566	208,181		410,184	33.7%
8860 INTEREST	23,857	0	0	0		0	N/A
8900 INTERFUND TRANSFER IN	6,155,912	5,730,713	53,637	344,739		5,385,974	6.0%
<b>TOTAL REVENUE :</b>	<b>\$6,801,650</b>	<b>\$6,349,078</b>	<b>\$123,203</b>	<b>\$552,920</b>		<b>\$5,796,158</b>	<b>8.7%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>3XXX TOTAL FRINGE BENEFITS</b>	<b>\$6,226,982</b>	<b>\$6,292,397</b>	<b>\$833,756</b>	<b>\$3,595,749</b>	<b>\$0</b>	<b>\$2,696,648</b>	<b>57.1%</b>
<b>4500 NON-INSTRUCTIONAL SUPPLIES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>N/A</b>
<b>OTHER</b>							
5100 CONTRACTED SERVICES	66,117	0	6,417	32,686	32,241	(64,927)	N/A
5800 OTHER SERVICES	0	0	0	0	0	0	N/A
<b>TOTAL OTHER :</b>	<b>\$66,117</b>	<b>\$0</b>	<b>\$6,417</b>	<b>\$32,686</b>	<b>\$32,241</b>	<b>(\$64,927)</b>	<b>N/A</b>
<b>INTERFUND TRANSFER OUT</b>							
7300 TRANSFER OUT	1,418,580	1,806,681	0	0	0	1,806,681	N/A
<b>TOTAL EXPENSE :</b>	<b>\$7,711,679</b>	<b>\$8,099,078</b>	<b>\$840,173</b>	<b>\$3,628,435</b>	<b>\$32,241</b>	<b>\$4,438,402</b>	<b>45.2%</b>
<b>REVENUE OVER EXPENSE :</b>	<b>(\$910,029)</b>	<b>(\$1,750,000)</b>	<b>(\$716,970)</b>	<b>(\$3,075,515)</b>	<b>(\$32,241)</b>	<b>\$1,357,756</b>	

**\*\*\* BOARD REPORT \*\*\***

**Capital Projects Fund  
Fund 14  
Monterey Peninsula College**

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14				UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE		
<b>REVENUES</b>							
8600 STATE	11,240	1,126,504	0	0		1,126,504	N/A
8800 COUNTY / LOCAL	281,162	141,293	162,537	180,347		(39,054)	N/A
8900 INTERFUND TRANSFER IN	250,000	0	0	0		0	N/A
<b>TOTAL REVENUE :</b>	<b>\$542,401</b>	<b>\$1,267,797</b>	<b>162,537</b>	<b>180,347</b>		<b>\$1,087,450</b>	<b>14.2%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>CLASSIFIED SALARIES</b>							
2300 HOURLY NON INSTRUCTION	106	0	0	0	0	0	N/A
<b>TOTAL OTHER :</b>	<b>\$106</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>
3XXX TOTAL FRINGE BENEFITS :	\$12	\$0	\$0	\$0	\$0	\$0	0.0%
<b>SUPPLIES</b>							
4300 INSTRUCTIONAL SUPPLIES	11,240	0	0	0	0	0	0.0%
4500 NON-INSTRUCTIONAL SUPPLIE	12,750	6,710	0	3,762	0	2,948	56.1%
<b>TOTAL OTHER :</b>	<b>\$23,990</b>	<b>\$6,710</b>	<b>\$0</b>	<b>\$3,762</b>	<b>\$0</b>	<b>\$2,948</b>	<b>0.0%</b>
<b>OTHER</b>							
5100 CONTRACTED SERVICES	28,995	63,203	0	0	0	63,203	0.0%
5300 DUES AND MEMBERSHIPS	0	0	0	0	0	0	N/A
5400 INSURANCE	0	0	0	0	0	0	N/A
5600 RENTS, LEASES, REPAIRS	43,821	15,688	585	8,150	-585	8,123	51.9%
5700 LEGAL,ELECTION, AND AUDIT	0	6,327	0	0	0	6,327	0.0%
5800 OTHER SERVICES AND EXPEN	0	300,000	0	0	0	300,000	0.0%
<b>TOTAL OTHER :</b>	<b>\$72,816</b>	<b>\$385,218</b>	<b>\$585</b>	<b>\$8,150</b>	<b>(\$585)</b>	<b>\$77,653</b>	<b>2.0%</b>
<b>CAPITAL OUTLAY</b>							
6100 SITES	25,648	57,691	0	0	0	57,691	0.0%
6200 BUILDING IMPROVEMENTS	0	1,016,791	0	0	0	1,016,791	0.0%
6400 EQUIPMENT	161,164	118,965	0	359	4,708	113,898	0.3%
<b>TOTAL CAPITAL OUTLAY :</b>	<b>\$186,811</b>	<b>\$1,193,447</b>	<b>\$0</b>	<b>\$359</b>	<b>\$4,708</b>	<b>\$1,188,380</b>	<b>0.4%</b>
<b>INTERFUND TRANSFER OUT</b>							
7300 TRANSFER OUT	636,651	795,302	0	0	0	795,302	N/A
<b>TOTAL EXPENSE :</b>	<b>\$920,386</b>	<b>\$2,380,677</b>	<b>\$585</b>	<b>\$12,271</b>	<b>\$4,123</b>	<b>\$1,268,981</b>	<b>0.7%</b>
<b>REVENUE OVER EXPENSE :</b>	<b>\$377,984</b>	<b>\$1,112,880</b>	<b>\$161,952</b>	<b>\$168,076</b>	<b>\$4,123</b>	<b>\$2,064,283</b>	

BUILDING

**Building Fund  
Fund 48  
Monterey Peninsula College**

December 31, 2013

BOND PROJECTS	REVISED PROJECT BUDGET	2013-14		
		PURCHASE ORDER OUTSTANDING	2013-2014 PAYMENTS	BUDGET BALANCE BUDGET-PO'S-PYMT
1. Arts Complex	\$0	2,543,646	323,975	-\$2,867,621
2. College Center Building	\$0	4,369,263	796,480	-\$5,165,743
3. Furniture & Equipment	\$1,892,407	29,486	272,468	\$1,590,453
4. Humanities, Bus Hum - Student Services Build	\$1,818,189	1,129,541	945,383	-\$256,735
5. Infrastructure 3 / Miscellaneous	\$56,657	0	914	\$55,743
6. Life Science & Physical Science	\$2,138,364	276,597	817,115	\$1,044,652
7. Marina Education Center	\$0	0	0	\$0
8. Music Building	\$0	0	0	\$0
9. PE Phase II - Gym/Locker Room	\$231,787	0	0	\$231,787
10. Physical Science Building	\$0	0	0	\$0
11. Pool/ Tennis Courts	\$366,916	1,441,204	637,196	-\$1,711,484
12. PSTC Parker Flats	\$0	0	0	\$0
13. Student Services Building	\$0	0	0	\$0
14. Swing Space	\$474,467	45,549	314,864	\$114,054
15. Theater Building	\$541,245	31,181	118,514	\$391,550
16. General Institutional Bond Management	\$0	71,666	78,499	-\$150,165
<b>Total Bond Projects:</b>	<b>\$7,520,032</b>	<b>\$9,938,133</b>	<b>\$4,305,408</b>	<b>\$1,309,855</b>
<b>Initial Bond Funds Received 6/30/03</b>		<b>\$40,000,000</b>		
<b>County office interest Received from inception</b>		<b>\$5,774,241</b>		
<b>LAIF interest from inception</b>		<b>\$1,514,006</b>		
<b>Bond Refinancing 05-06</b>		<b>\$4,240,051</b>		
<b>Bond Funds Received 1/24/08</b>		<b>\$104,999,300</b>		
<b>Lehman Brothers Investment loss</b>		<b>(\$1,878,835)</b>		
<b>Balance Used in 13-14</b>		<b>(\$4,305,408)</b>		
<b>Balance Used in 12-13</b>		<b>(\$16,104,187)</b>		
<b>Balance Used in 11-12</b>		<b>(\$16,955,602)</b>		
<b>Balance Used in 10-11</b>		<b>(\$16,422,183)</b>		
<b>Balance Used in 09-10</b>		<b>(\$13,542,031)</b>		
<b>Balance Used in 08-09</b>		<b>(\$16,415,556)</b>		
<b>Balance Used in 07-08</b>		<b>(\$19,317,846)</b>		
<b>Balance Used in 06-07</b>		<b>(\$20,713,267)</b>		
<b>Balance Used in 05-06</b>		<b>(\$7,641,016)</b>		
<b>Balance Used in 04-05</b>		<b>(\$2,815,134)</b>		
<b>Balance Used in 03-04</b>		<b>(\$2,626,246)</b>		
<b>Balance Used in 02-03</b>		<b>(\$625,834)</b>		
<b>Available Bond Funds</b>		<b>\$17,164,453</b>		

# \*\*\* BOARD REPORT \*\*\*

## Other Debt Service Fund Fund 29 Monterey Peninsula College

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE		
<b>REVENUES</b>								
8600 STATE	0	0	0	0	0	0	0	N/A
8860 LOCAL/COUNTY	544	0	0	(14)	14	14	14	N/A
8900 INTERFUND TRANSFER IN	<u>275,324</u>	<u>275,324</u>	<u>0</u>	<u>206,493</u>	<u>68,831</u>	<u>68,831</u>	<u>68,831</u>	75.0%
<b>TOTAL REVENUE :</b>	<b><u>\$275,868</u></b>	<b><u>\$275,324</u></b>	<b><u>\$0</u></b>	<b><u>\$206,479</u></b>	<b><u>\$68,845</u></b>	<b><u>\$68,845</u></b>	<b><u>\$68,845</u></b>	75.0%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
<b>Transfers</b>								
7200 LONG TERM DEBT	<u>275,324</u>	<u>275,324</u>	<u>0</u>	<u>137,662</u>	<u>137,662</u>	<u>0</u>	<u>0</u>	50.0%
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$275,324</u></b>	<b><u>\$275,324</u></b>	<b><u>\$0</u></b>	<b><u>\$137,662</u></b>	<b><u>\$137,662</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	50.0%
<b>TOTAL EXPENSE :</b>	<b><u>\$275,324</u></b>	<b><u>\$275,324</u></b>	<b><u>\$0</u></b>	<b><u>\$137,662</u></b>	<b><u>\$137,662</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	50.0%
<b>REVENUE OVER EXPENSE :</b>	<b><u>\$544</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$68,817</u></b>	<b><u>(\$137,662)</u></b>	<b><u>\$68,845</u></b>	<b><u>\$68,845</u></b>	

**\*\*\* BOARD REPORT \*\*\***

**College Revenue Bond Interest & Redemption**

Fund 46

**Monterey Peninsula College**

December 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>REVENUES</b>							
8800 LOCAL	18,525	18,075	0	0		18,075	0.0%
8860 INTEREST	49	0	0	21		(21)	N/A
<b>TOTAL REVENUE :</b>	<b><u>\$18,574</u></b>	<b><u>\$18,075</u></b>	<b><u>\$0</u></b>	<b><u>\$21</u></b>		<b><u>(\$21)</u></b>	<b>0.1%</b>
<b>DEBT RETIREMENT</b>							
7100 DEBT RETIREMENT	18,525	18,075	0	16,650	1,425	0	92.1%
<b>TOTAL DEBT RETIREMENT :</b>	<b><u>\$18,525</u></b>	<b><u>\$18,075</u></b>	<b><u>\$0</u></b>	<b><u>\$16,650</u></b>	<b><u>\$1,425</u></b>	<b><u>\$0</u></b>	<b>92.1%</b>
<b>TOTAL EXPENSE :</b>	<b><u>\$18,525</u></b>	<b><u>\$18,075</u></b>	<b><u>\$0</u></b>	<b><u>\$16,650</u></b>	<b><u>\$1,425</u></b>	<b><u>\$0</u></b>	<b>100.0%</b>
<b>REVENUE OVER EXPENSE :</b>	<b><u>\$49</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>(\$16,629)</u></b>	<b><u>(\$1,425)</u></b>	<b><u>(\$21)</u></b>	





# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. B

Fiscal Services  
College Area

### Proposal:

That the Governing Board review and accept the attached Quarterly Financial Status Report (Form CCFS 311Q) for the quarter ending, December 31, 2013.

### Background:

AB 2910, Chapter 1486, Statutes of 1986, requires that quarterly reports on the financial condition of each community college district be presented to local governing boards for review and acceptance. These reports must also be filed with the Chancellor's Office.

### Budgetary Implications:

Steps have been taken to ensure close monitoring of the District's budget. Monthly reports, updates and projections will be provided to the Governing Board.

- RESOLUTION: BE IT RESOLVED**, that the Quarterly Financial Status Report for the quarter Ending December 31, 2013, as presented on form CCFS 311Q, be accepted and made part of the minutes of this meeting.

Recommended By:

Joseph Bissell  
Joseph Bissell, Special Assistant to the Superintendent/President

Prepared By:

Rosemary Barrios  
Rosemary Barrios, Controller

Agenda Approval:

Walter Tribley  
Dr. Walter Tribley, Superintendent /President

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

**CHANGE THE PERIOD**

**Fiscal Year: 2013-2014**

**Quarter Ended: (Q2) Dec 31, 2013**

District: (460) MONTEREY

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	40,111,566	36,462,611	36,060,096	36,069,097
A.2	Other Financing Sources (Object 8900)	50,000	2,909,887	2,055,231	2,545,302
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>40,161,566</b>	<b>39,372,498</b>	<b>38,115,327</b>	<b>38,614,399</b>
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	32,869,033	31,317,662	31,843,285	32,926,982
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	7,797,461	7,231,777	6,963,853	5,581,775
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>40,666,494</b>	<b>38,549,439</b>	<b>38,807,138</b>	<b>38,508,757</b>
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>-504,928</b>	<b>823,059</b>	<b>-691,811</b>	<b>105,642</b>
D.	<b>Fund Balance, Beginning</b>	<b>4,268,759</b>	<b>3,763,831</b>	<b>4,586,890</b>	<b>3,895,081</b>
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>4,268,759</b>	<b>3,763,831</b>	<b>4,586,890</b>	<b>3,895,081</b>
E.	<b>Fund Balance, Ending (C. + D.2)</b>	<b>3,763,831</b>	<b>4,586,890</b>	<b>3,895,079</b>	<b>4,000,723</b>
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9.3%	11.9%	10%	10.4%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	7,681	6,804	6,803	6,803
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

Line	Description	As of the specified quarter ended for each fiscal year			
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		11,383,136	9,748,419	11,197,026
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1 + H.2)</b>	<b>12,471,501</b>	<b>11,383,136</b>	<b>9,748,419</b>	<b>11,197,026</b>

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	36,069,097	36,069,097	19,018,067	52.7%
I.2	Other Financing Sources (Object 8900)	2,545,302	2,545,302	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>38,614,399</b>	<b>38,614,399</b>	<b>19,018,067</b>	<b>49.3%</b>
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	33,013,459	32,926,982	14,543,906	44.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	5,581,775	5,581,775	306,943	5.5%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>38,595,234</b>	<b>38,508,757</b>	<b>14,850,849</b>	<b>38.6%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>19,165</b>	<b>105,642</b>	<b>4,167,218</b>	
L.	Adjusted Fund Balance, Beginning	3,895,081	3,895,081	3,895,081	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>3,914,246</b>	<b>4,000,723</b>	<b>8,062,299</b>	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.1%	10.4%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify YYYY-YY)	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *

a. SALARIES:	Year 1:				
	Year 2:				
	Year 3:				
b. BENEFITS:	Year 1:				
	Year 2:				
	Year 3:				

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? YES  
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)  
 The District has a structural deficit of \$2.5 M in the current fiscal year budget. Plans are being made to eliminate this structural deficit for the 14-15 FY.

CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q2) Dec 31, 2013

District: (460) MONTEREY

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** Joseph Bissell

**CBO Phone:** 831-646-4040

**CBO Signature:** 

**Date Signed:** 1/13/14

**Chief Executive Officer Name:** Dr. Walter Tribley

**CEO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Electronic Cert Date:** 01/14/2014

**District Contact Person**

**Name:** Rosemary Barrios

**Title:** Controller

**Telephone:** 831-646-4043

**Fax:** 831-645-1315

**E-Mail:** rbarrios@mpc.edu

California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4554  
Sacramento, California 95814-6511

Send questions to:

Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Tracy Britten (916)323-6899 [tbritten@ccccc.edu](mailto:tbritten@ccccc.edu)

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# Monterey Peninsula Community College District Governing Board Agenda

January 31, 2014

Administrative Services

College Area

New Business Agenda Item No. C

## Proposal:

That the Governing Board authorize the District to Spend funds Received in 2013-2014 from the Education Protection Account (EPA) in Accordance with Article XIII, Section 36 of the California Constitution.

## Background:

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

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

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

## Budgetary Implications:

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

### Information Only

**Resolution:** **BE IT RESOLVED**, That the Governing Board approve the spending of 2013-2014 Prop 30 EPA funds to pay for instructional salaries coded with activity code 0100-5900.

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



Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:** Rosemary Barrios  
Rosemary Barrios, Controller

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

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. D

Human Resources  
College Area

### Proposal:

That the Governing Board ratify the employment agreement with C. Earl Davis to serve as the Interim Vice President for Administrative Services from February 1, 2014 through June 30, 2014, or as mutually agreed.

### Background:

With the resignation of Stephen Ma, it is necessary to employ an interim administrator while recruitment and selection processes take place. Following the solicitation of applications, screening, interviewing and reference checks it is recommended that C. Earl Davis be employed as the Interim Vice President for Administrative Services under the terms and conditions of the attached contract.

### Budgetary Implications:

Total compensation for Mr. Davis is equivalent to that provided to Mr. Ma and is included in the budget.

- RESOLUTION: BE IT RESOLVED**, that the Governing Board ratify the attached employment agreement between C. Earl Davis and Monterey Peninsula Community College District as the Interim Vice President for Administrative Services for the period of February 1, 2014 through June 30, 2014, or as mutually agreed.

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

**Prepared By:** Susan Kitagawa  
Susan Kitagawa, Associate Dean of Human Resources

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



# MONTEREY PENINSULA COLLEGE DISTRICT

## EMPLOYMENT AGREEMENT

January 31, 2014

THIS AGREEMENT is made between C. Earl Davis, Interim Vice President for Administrative Services, and the Board of Trustees of the Monterey Peninsula Community College District.

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

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

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

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

If this agreement is terminated prior to June 30, 2014, salary shall be pro-rated and disbursed at the next regular pay period. If the salary schedule for administrative employees is changed, Mr. Davis' salary will be adjusted accordingly.

3. The Interim Vice President for Administrative Services shall not receive MPC health and welfare benefits. He shall receive the following monthly stipends, dispersed as additions to salary:
  - a. \$1,611 as employer paid contributions to an MPC approved 403(b) annuity selected by Mr. Davis
  - b. \$200 car allowance
  - c. \$200 personal expense allowance

If the above amounts for administrative employees are changed, Mr. Davis' stipends will be adjusted accordingly.

4. Compensation shall be paid in accordance with applicable laws, rules and regulations.
5. Vacation leave shall accrue at the rate of 1.833 days per month for the term of this agreement. Vacation accrued and unused shall be paid following the termination of this agreement.
6. Sick leave shall accrue at the rate of 1.0 days per month. Unused sick leave shall not be paid upon separation from the District.
7. The District shall reimburse the Vice President for Administrative Services for actual and necessary expenses which he incurs out of district, within the scope of his employment in accordance with applicable District policy.
8. This contract may be terminated by the Interim Vice President for Administrative Services or the Board with thirty (30) days notice.
9. This contract may not be assigned without the consent of the Board.
10. This assignment is temporary and provides no eligibility to permanent status with the Monterey Peninsula Community College District.
11. The terms and conditions of this agreement may be changed by mutual agreement of the Interim Vice President for Administrative Services and the Board.
12. To the extent applicable, this Agreement is subject to the provisions of Government Code Sections 53243-53243.4 which require reimbursement under the circumstances stated therein.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation, venue shall be in the Superior Court for the County of Monterey, State of California.
14. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement. This Agreement is intended by the parties to be the sole instrument governing the relationship between the parties unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or to the Board/Interim Vice President for Administrative Services relationship.
15. This Agreement may be modified or superseded only by a written instrument executed by both of the parties.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date this agreement is signed by both parties.

**INTERIM VICE PRESIDENT  
FOR ADMINISTRATIVE  
SERVICES**

**CHAIR  
BOARD OF TRUSTEES**

C. Earl Davis 13 Jan 14

Mr. C. Earl Davis

Date

Date

\_\_\_\_\_

Mr. Charles Brown

**SUPERINTENDENT/PRESIDENT**

Walter A. Tribley 1/16/14

Dr. Walter Tribley

Date

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. E

Administrative Services  
College Area

### Proposal:

That the Governing Board approve the following as authorized signatories on behalf of Monterey Peninsula Community College District for the respective official documents, effective February 1, 2014:

- Dr. Walter Tribley (Superintendent/President), Earl Davis (Interim Vice President for Administrative Services) for all expenditure warrants, contracts and other official documents.
- Rosemary Barrios (Controller), for all expenditure warrants and other official documents with the exception of contracts.

### Background:


Education Code Section 85232 states "Each order drawn on the funds of a community college district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name". The Monterey County Office of Education recommends that this authorization status be updated annually or as necessary to reflect changes in personnel for those authorized to sign orders, contracts and other official documents on behalf of the District.

**Budgetary Implications:** None.

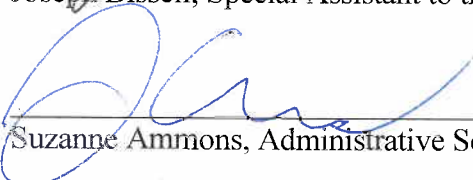
**RESOLUTION: BE IT RESOLVED,** That the Governing Board approve the following as authorized signatories on behalf of Monterey Peninsula Community College District for the respective official documents, effective February 1, 2014:

- Dr. Walter Tribley (Superintendent/President), Earl Davis (Interim Vice President for Administrative Services) for all expenditure warrants, contracts and other official documents.
- Rosemary Barrios (Controller), for all expenditure warrants and other official documents with the exception of contracts.

Recommended By:

  
\_\_\_\_\_  
Joseph Bissell, Special Assistant to the Superintendent/President

Prepared By:

  
\_\_\_\_\_  
Suzanne Ammons, Administrative Services

Agenda Approval:

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. F

Administrative Services  
College Area

### Proposal:

That the Governing Board approve Dr. Walter Tribley, Superintendent/President, Earl Davis, Interim Vice President for Administrative Services, and Rosemary Barrios, Controller to be authorized signatories for the bankcard accounts maintained by Monterey Peninsula College at Union Bank, effective February 1, 2014.


### Background:

Education Code Section 85232 states "Each order drawn on the funds of a community college district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name".

**Budgetary Implications:** None.

**RESOLUTION: BE IT RESOLVED,** That the Governing Board approve Dr. Walter Tribley, Superintendent/President, Earl Davis, Interim Vice President for Administrative Services, and Rosemary Barrios, Controller to be authorized signatories for the bankcard accounts maintained by Monterey Peninsula College at Union Bank effective February 1, 2014.

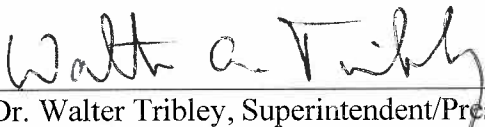
**Recommended By:**

  
\_\_\_\_\_  
Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:**

  
\_\_\_\_\_  
Suzanne Ammons, Administrative Services

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. G

Administrative Services  
College Area

### Proposal:

That the Governing Board authorize the Superintendent / President to enter into a Facilities Use Agreement/Lease with the City of Marina Police Department in the amount of \$1 per year for use of the MT1 (modular building) and adjacent modular restroom located at the MPC Education Center at Marina.


### Background:

Monterey Peninsula College and The City of Marina Police Department have entered into a Law Enforcement Services Agreement with respect to the modular building MT1 located at 289 12<sup>th</sup> Street, Marina, CA 93933 (Marina Education Center). This came as a result of the obligation for the City of Marina Police Department to engage in such an agreement as defined by CA Ed. Code Section 67381, the Kristin Smart Campus Safety Act of 1998, as well as the consensus to have a law enforcement presence at the Marina Education Center. The Facilities Use Agreement will enable and support the mutual interests of both parties. The Agreement is for \$1 per year with the initial term beginning February 2014 through January 31, 2015 and renewable on a monthly basis thereafter. Terms of the agreement include the customary requirements pertaining to insurance, alterations and improvements as per the attached. The leased facilities are on a separate utility meter for which expenses will be the responsibility of the City of Marina Police Department.

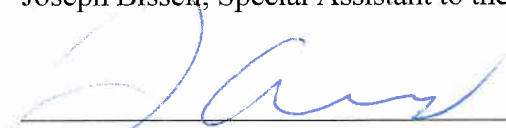
**Budgetary Implications:** None.

**RESOLUTION BE IT RESOLVED**, That the Governing Board authorize the Superintendent / President to enter into a Facilities Use Agreement/Lease with the City of Marina Police Department in the amount of \$1 per year for use of the MT1 (modular building) and adjacent modular restroom located at the MPC Education Center at Marina.

**Recommended By:**

  
\_\_\_\_\_  
Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:**

  
\_\_\_\_\_  
Suzanne Ammons, Administrative Services

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

## Facilities Use Agreement / Lease

This Facilities Use Agreement / Lease ("Lease") is made and effective \_\_\_\_\_, by and between **Monterey Peninsula Community College District ("Landlord")** and **City of Marina Police Department ("Tenant")**. Landlord is the owner of land and improvements commonly known and numbered as **modular building MT1 and adjacent modular Restroom Unit located at 289 12<sup>th</sup> Street, Marina, CA 93933**.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **February 1, 2014** and ending **January 31, 2015**.

Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. At the expiration of the initial term the property will be made available to the tenant on a month to month basis.

2. **Rental.** Tenant shall pay to Landlord during the Initial Term rental of \$1 per year.

3. **Use.** Tenant shall use the premises in conjunction with its normal activities, primarily to station the Marina Police Traffic Unit, the Community Service Officer unit (CSO) and on a part time basis the Directed Enforcement Team. In total approximately 8-10 persons will operate at the premises not all at once, but at different times. Tenant shall notify Landlord or special operations or exercises involvement a large deployment of Tenant's personnel to the MT1 location.

4. **Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

#### **5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's



expense.

#### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### **8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at

least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

**9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## **12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

## **13. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

## **14. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on

the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**15. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises.

Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**16. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**17. Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such

termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**18. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**19. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the

performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**20. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

If to Tenant to:

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**21. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**22. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**23. Memorandum of Lease .**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**24. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**25. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**26. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**27. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing

installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

**28. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**29. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**30. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

MONTEREY PENINSULA COLLEGE

CITY OF MARINA

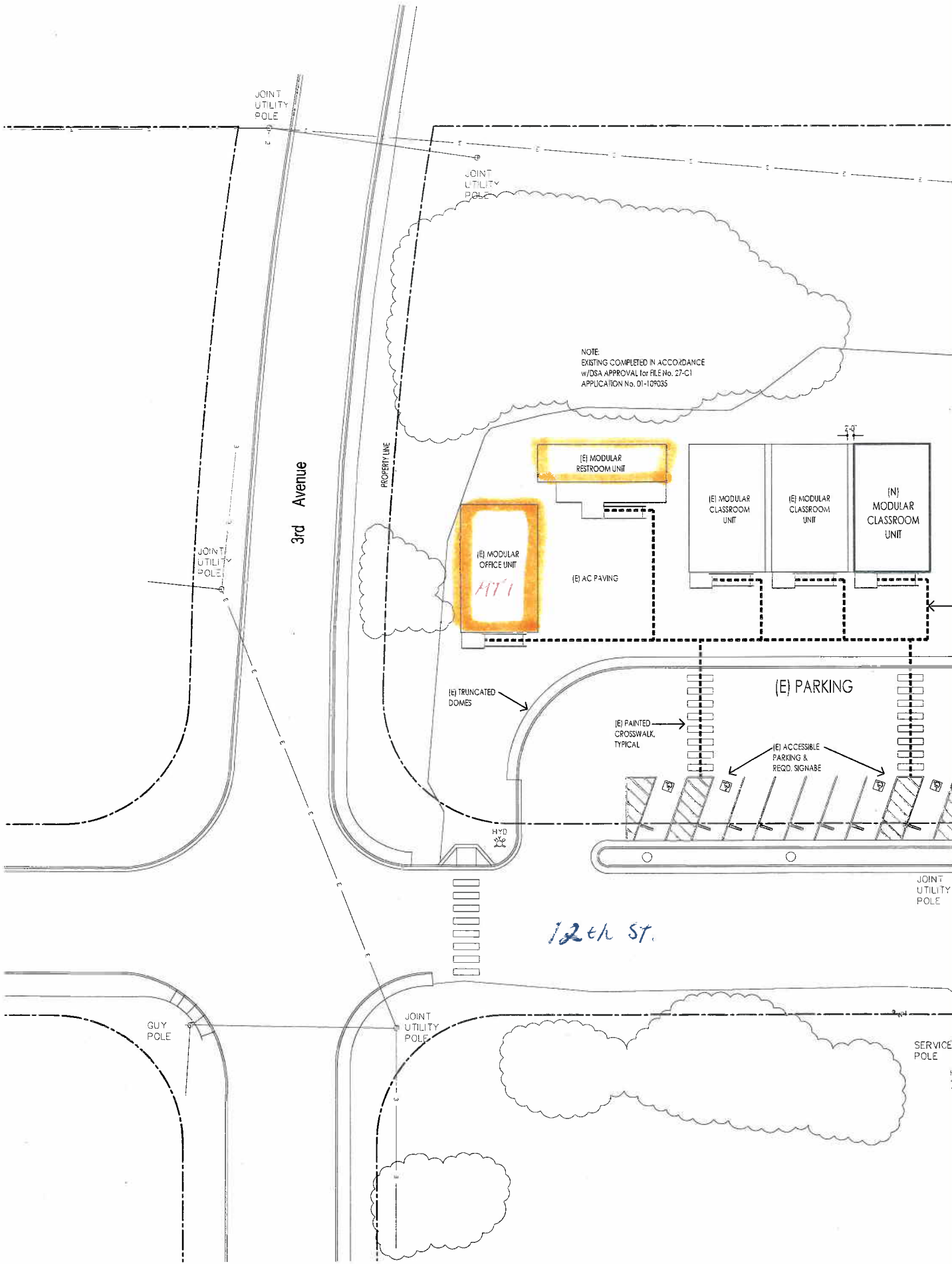
By: \_\_\_\_\_  
Dr. Walt Tribley  
Superintendent/President

By: \_\_\_\_\_  
\_\_\_\_\_  
(printed name)  
City of Marina

Date: \_\_\_\_\_

Date: \_\_\_\_\_





JOINT UTILITY POLE

JOINT UTILITY POLE

NOTE.  
EXISTING COMPLETED IN ACCORDANCE  
w/DSA APPROVAL for FILE No. 27-C1  
APPLICATION No. 01-109035

3rd Avenue

PROPERTY LINE

JOINT UTILITY POLE

(E) MODULAR OFFICE UNIT

(E) MODULAR RESTROOM UNIT

(E) MODULAR CLASSROOM UNIT

(E) MODULAR CLASSROOM UNIT

(N) MODULAR CLASSROOM UNIT

(E) AC PAVING

(E) TRUNCATED DOMES

(E) PARKING

(E) PAINTED CROSSWALK TYPICAL

(E) ACCESSIBLE PARKING & REQD. SIGNAGE

HYD

JOINT UTILITY POLE

12th St.

GUY POLE

JOINT UTILITY POLE

SERVICE POLE

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. H

Administrative Services  
College Area

### Proposal:

That the Governing Board authorize the Superintendent / President to enter into a Law Enforcement Services Agreement with the City of Marina as it pertains to the Monterey Peninsula College Education Center at Marina.

### Background:

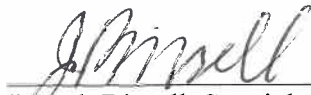
The Monterey Peninsula College Education Center at Marina, located at 289 12<sup>th</sup> St., Marina, resides within the jurisdiction of the City of Marina Police Department (Marina PD). As a result of this and pursuant to the CA Ed. Code Section 67381, the Kristin Smart Campus Safety Act of 1998, the City of Marina on behalf of its Police Department is required to enter into a written agreement with a college/university campus located within its jurisdiction. MPC has had a similar Agreement (MOU) with the Monterey Police Department for many years.

The Law Enforcement Services Agreement designates the Marina PD as primary authority for providing police and security services, including investigation of Part 1 Violent Crimes reported at the Education Center at Marina or within its boundaries at 289 12<sup>th</sup> St. The Agreement (see attached) includes guidelines in determining which agency (MPC Security Department or Marina Police Department) will be the lead agency for the different types of investigations or occurrences. The City of Marina has been functioning in the spirit of the Law Enforcement Agreement even prior to the formalized written agreement. The Law Enforcement Services Agreement shall continue indefinitely unless terminated; either party may terminate this Agreement without cause by giving the other a minimum of ninety days' prior written notice.


**Budgetary Implications:** None.

**RESOLUTION: BE IT RESOLVED,** That the Governing Board authorize the Superintendent / President to enter into a Law Enforcement Services Agreement with the City of Marina as it pertains to the Monterey Peninsula College Education Center at Marina.

**Recommended By:**

  
\_\_\_\_\_  
Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:**

  
\_\_\_\_\_  
Suzanne Ammons, Administrative Services

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

LAW ENFORCEMENT  
SERVICES AGREEMENT

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THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2013, by and between the CITY OF MARINA, a California charter city (hereinafter referred to as the "City") and the MONTEREY PENINSULA COLLEGE, a California community college (hereinafter referred to as the "College"). The College is located within the City's corporate limits. City and College are sometimes herein referred to singularly as a "party" and collectively as "parties."

Recitals

- A. The City provides law enforcement services within its corporate limits.
- B. The College owns and operates the following facilities within the City: the Monterey Peninsula College Education Center at Marina located at 289 12<sup>th</sup> Street, Marina, California (the "Marina Education Center Campus") the boundaries of which are shown on Exhibit A hereto and by this reference incorporated herein.
- C. Pursuant to the California Education Code Section 67381, the Kristin Smart Campus Safety Act of 1998 (hereinafter the "Act"), the City's Police Department (hereinafter referred to as the "Police Department") has primary authority for providing police and security services, including investigation of Part 1 violent crime to the College at the Marina Education Center Campus. The Act requires that the City, on behalf of its Police Department, enter into a written agreement with a college or university campus located within the City's jurisdiction.
- D. The College requires law enforcement and security services to serve the College's Marina Education Center Campus and wishes to contract with the City for those services under the terms of this Agreement.
- E. The City is able, capable and willing to provide law enforcement and security services to the College at the Marina Education Center Campus under the terms of this Agreement.

Terms & Conditions

The City agrees to provide law enforcement and security services to the College at the College's Marina Education Center Campus subject to the following terms and conditions.

I

TERM. This Agreement shall commence on February 1, 2014, and shall continue indefinitely unless terminated. Either party may terminate this Agreement without cause by giving the other at least ninety days' prior written notice of such action.

II

INVESTIGATIVE GUIDELINES. The following guidelines shall apply in determining whether the College's Security Department (the "Security Department") or the Police

Department will be the lead agency for a particular type of investigation. Regardless, both agencies shall cooperate fully with one another in all matters of mutual concern.

1. Part I Violent Crimes:

The Police Department will investigate all Part I violent crimes reported at the Marina Education Center campus or within its boundaries at 289 12th Street, Marina, California. Security Department personnel may be requested to assist police in completing these investigations. All reports prepared by Security Department personnel relative to any Part I Violent Crime investigation shall be immediately forwarded to Police Department.

2. Misdemeanors:

The Security Department, pursuant to its jurisdiction, will investigate all on-campus misdemeanor crimes. Security Department personnel may request assistance from Police Department personnel if the investigation exceeds Security Department available resources. Security Department personnel will make the initial determination when the incident is reported. Such offenses include, but are not limited to the following:

- a) Minor assaults (excluding assaults on faculty).
- b) Vandalism.
- c) Disturbance of the peace.
- d) Documentation Only-Incident Reports
- e) Misdemeanor crimes with no tangible leads or suspects.

3. Arrests:

Security Department personnel are not sworn peace officers and shall not detain or arrest any person unless it is pursuant to Penal Code §837, private person arrest. The Police Department shall be notified in any circumstance where a "Citizen's Arrest" is made by Security Department staff.

4. Traffic:

The Security Department will enforce all parking offenses on the Marina Education Center Campus. The Police Department will enforce all traffic laws and investigate all vehicle accidents on dedicated City streets within College boundaries.

5. Critical Incidents and Unusual Occurrences:

The Police Department will be considered the lead agency for any incident that requires a tactical police response. The Security Department will immediately request the Police Department to respond to the College for incidents that include, but are not limited to: a barricaded subject, a suicidal subject, civil disobedience, in-progress felony crimes or any other event where there exists a significant risk to public safety.

The Security Department shall notify the Police Department in advance of any event that might result in the request of police officers for traffic or crowd control assistance. Notification shall be made to County Communications' dispatch.

### III

LIMITATION ON SERVICES. Nothing in this Agreement shall require the City to provide any greater or different type of law enforcement services than are currently provided to its citizenry. The City shall not be liable for any injury to the College or to any officers, employees, agents, students, occupants or visitors of the College caused by the limitations on services requested by the College.

### IV

IMMUNITIES. Nothing in this Agreement shall alter, change, affect or waive any immunity which is otherwise available to either of the parties.

### V

#### INDEMNIFICATION AND INSURANCE.

Mutual Indemnification.

- (a) Each Party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, death, property damage or other costs and expenses (including reasonable attorneys fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.
- (b) Each party shall protect, defend, indemnify and hold harmless the other party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expense), which may arise against or be incurred by the other Party as a result of or in connection with any actual or alleged breach of this Agreement by either Party.

Mutual Indemnification Obligations Survive Termination. As to activities occurring or being carried out in performance of this Agreement and during the term of this Agreement, the obligations created by Mutual Indemnification (a & b) shall survive termination of this Agreement.

Public Liability and Property Insurance

- (a) Each party shall maintain in effect, at its own cost and expense, the following:

- insurance coverage provided either through a bona fide program or self-insurance, commercial insurance policies, or any combination thereof:
    - 1) Commercial general liability or public liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
    - 2) Auto liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
    - 3) If a party employs others in the performance of this Agreement, that party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employers' liability, for the duration of the time that such workers are employed.
    - 4) All risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property.
- (b) All Insurance required by this Agreement shall:
- (1) Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current A.M. Best rating of no less than A:VII or (2) disclosed self-insurance with limits acceptable to the other Party.
  - (2) Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.
- (c) Prior to providing or receiving services under this Agreement, each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

Workers' Compensation. Each party shall be responsible for their own employees with regard to Workers' Compensation insurance coverage during the tenure of this Agreement. In the event of a claim for workers compensation, the respective party shall admit their employment relationship to the employee within 14 days of the filing of the claim.

## VI

MEET & CONFER. The City, the Police Department, the College and the Security Department can request to meet at any time to review this Agreement. The College Director of Public Safety and the City Police Chief, or their designees, will be responsible for working together to propose updating or amending this Agreement as needed.

## VII

DISPUTE RESOLUTION. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected

mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to non-binding arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

#### VIII

ATTORNEY'S FEES. In case legal action shall be required to interpret or to enforce this Agreement, or because of the breach of any covenant or provision herein, the prevailing party in such action shall be entitled to recover their reasonable attorney's fees in addition to such costs as may be allowed by the Court.

#### IX

AUTHORITY. The parties agree that Police Department, its officials, officers, employees and agents, if any, shall have independent authority with regard to the providing of law enforcement services under this Agreement, and that the College's officials, officers, employees or agents shall not be considered to be employees or agents of the City for any purpose. City, its designated officials, officers, employees and agents, shall be solely and completely responsible for prescribing the rules and regulations under which the Police Department shall operate. The College, its designated officials, officers, employees and agents, shall have no supervisory or other control over the City's Police Department personnel or other City employees engaged in the performance of the City's obligations under this Agreement.

#### X

NOTICES. Any notice or notices required to be given hereunder, by either party to the other shall be in writing and may be personally served on the other party by the party giving such notice, or may be effected by certified mail, first class postage prepaid, return receipt requested, and shall be deemed communicated as of the date personally served or received. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph:

The City of Marina  
Attn: City Manager  
211 Hillcrest Avenue  
Marina, CA 93933

Monterey Peninsula College  
Attn: Superintendent/President or designee  
980 Fremont Street  
Monterey, California 93940

XI

ASSIGNMENT. No assignment of this Agreement, or of any duty, or of any obligation of performance hereunder, shall be made by either party without the prior written consent of the other party. This paragraph will not in any manner alter, change or affect in any way, those Agreements the City has, or may have, with other public safety protection agencies.

XII

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the matters covered by it, and no other agreement, statement or promise made by any party, or any employee, official, officer, or agent of any party, which is not contained in this Agreement, shall be binding to the parties hereto. This Agreement may be modified or amended only by a written document executed by the parties to this Agreement.

IN WITNESS WHEREOF, the College and City each by its duly authorized representatives, have executed this Agreement, effective as of the date first hereinabove set forth.

MONTEREY PENINSULA COLLEGE

CITY OF MARINA

By: \_\_\_\_\_  
Dr. Walter Tribley  
Superintendent / President

By: \_\_\_\_\_  
Layne P. Long  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
City Attorney

Attachment:

Exhibit A -- Plat/Map showing boundaries of Marina Education Center Campus



# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. I

Administrative Services  
College Area

### Proposal:

That the 2014-2015 nonresident tuition fee for the District be established in accordance with ECS 76140 at \$193.00 per semester unit, with no fee for capital outlay.

### Background:

Education Code Section (ECS) 76140 requires each district board to establish the nonresident fee no later than February 1 of each year for the succeeding fiscal year. The code enumerates seven options for a district to choose from in determining its nonresident tuition fee:

1. **'Statewide average': \$193** per semester unit.
2. **'Computed district average': \$171** per semester unit.
3. **'Computed district average adjusted for noncredit':**  
The computations in 1 and 2 include all credit and noncredit courses. The cost of noncredit courses is about half the cost of credit courses; therefore, districts having 10% or more noncredit FTES may complete a separate calculation to adjust for the cost difference between credit and noncredit courses.
4. **'No more than contiguous districts'** (amounts are the administration's recommendation). At the time of this initial writing, the two remaining contiguous districts of Cabrillo and Cuesta (San Luis Obispo), will adopt their non-resident tuitions rates at their February board meetings.
  - a. **Hartnell** - \$188 with no capital outlay.
  - b. **Cuesta** - \$ \_\_\_\_\_
  - c. **Cabrillo** - \$195 plus \$3 for capital outlay.
5. **'No more than district, no less than statewide cost'**. The maximum amount is the district average cost, and the minimum amount is the statewide average cost.
6. **'Highest Years Statewide Average Tuition.'** (ECS 76140 (e)(1)(B)). The greater amount of the calculations of statewide nonresident tuition for the succeeding year, the current year or any of the four prior years' statewide average.
7. **'No more than 12 Comparable States Average Tuition'**. (ECS 76140(e)(1)(E)). No greater than the 2012-13 average nonresident tuition fee of public community colleges in a minimum of 12 states comparable to California in cost of living. This average is calculated to be \$388 per semester unit.

In addition to the nonresident tuition fee computed as specified above, ECS 76141 authorizes districts to charge nonresident students an amount based on capital outlay expenditures in the preceding year.

The District does not receive apportionment for nonresident students taking credit courses. As a result, the State allows the District to charge nonresident students a different tuition for credit courses.

Monterey Peninsula College is charging the statewide average of \$184.00 in this current year (2013-14) as it has done in the past. The District is again recommending that the current statewide average of \$193.00 (5% increase), be adopted as the nonresident fee for 2014-2015.

**Budgetary Implications:**

The nonresident tuition fee generates revenue and is intended to offset the cost of education of nonresident students taking credit courses.

**RESOLUTION: BE IT RESOLVED,** That the 2014-2015 nonresident tuition fee for the District be established in accordance with ECS 76140 at \$193.00 per semester unit, with no fee for capital outlay.

**Recommended By:**   
Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:**   
Suzanne Ammons, Administrative Assistant

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

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. J

Administrative Services  
College Area

### Proposal:

That Dr. Walter Tribley, Superintendent / President, enters into agreement with Vision Internet, as defined by the attached contracts and Scope of Work.

### Background:

MPC's current site has up-to-date content in a difficult to navigate and outdated interface. The site has grown without a clear structure. Surveys and other feedback have indicated overwhelming dissatisfaction with the current site from students, faculty and staff. The adverse impact of the present website to MPC includes:


- Potential loss of enrollment due to frustration caused by the web enrollment process.
- Loss of productivity and efficiency to staff and faculty caused by cumbersome web functionalities.
- Eroded confidence and credibility caused by out-of-date and unappealing web presence.

The work to be performed by Vision Internet includes homepage redesign, sitemap, content editing, security integration and hosting services. The hosting service will guarantee of 99.9% uptime.

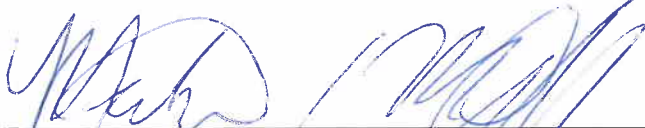
**Budgetary Implications:** The projected cost of this agreement is \$52,100. The funding for this project has is available in Technology Contingency budget. The hosting services would have an annual expense of \$7,800 per year.

**RESOLUTION: BE IT RESOLVED;** That Dr. Walter Tribley, Superintendent / President, enters into agreement with Vision Internet, as defined by the attached contracts and Scope of Work.


Recommended By:

  
\_\_\_\_\_  
Joe Bissell, Special Assistant to the Superintendent/President

Prepared By:

  
\_\_\_\_\_  
Michael Midkiff, Director of Information Systems

Agenda Approval:

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

**Website Development Services  
Terms and Conditions**

1. These Terms and Conditions, and any attachment signed by the parties attached hereto, represent the complete agreement and understanding (“Agreement”) between Vision Internet Providers, Inc., a California corporation (“Contractor”), and Monterey Peninsula College (“College”), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. College and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Contractor will provide the following services to College in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. This Agreement, College activities and all discussions regarding College website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of College. It is agreed that a designee of College, Michael Midkiff, will be project manager, with decision making authority on behalf of College, for purposes of this Agreement.

3. Contractor agrees to perform Website Development as described in “Attachment A” at a price of \$52,100.

(a) College agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon College approval of the homepage wireframe;
- (iii) A payment equal to 20% of the total cost upon College approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor’s server;
- (v) A payment equal to 20% of the total cost 21 days from Completion as defined below.

4. Documents & Data; Licensing of Intellectual Property: Upon payment in full, Contractor grants a non-exclusive and perpetual license for College to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, College understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

5. Intentionally omitted.

6. Intentionally omitted.

7. Additional services not covered in this Agreement and extra hours will be presented to College for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. College shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

8. Intentionally omitted.

9. College shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. College understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9 and 10, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9 and 10 and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. College understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 R2 ("MS-SQL"). College understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. College is responsible for the costs of all software licensing.

College understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. College understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by College or any third party.

11. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to College upon transfer of the website to the production server ("Completion"). All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended

("Warranted Problem") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while College or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon College's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by College to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. College acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the College in any of its own promotional materials as examples of its work. College agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the College's web pages during the effective period of this Agreement. College expressly authorizes Contractor to display and/or modify any College supplied images, data, information and other items in connection with the services provided herein.

16. College agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. College hereby agrees that any text, data, graphics, or any other material published by College on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Intentionally omitted.

18. Intentionally omitted.

19. Contractor will defend, hold harmless and indemnify College from and against all

liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. College will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of College's negligence or intentional misconduct or failure to perform obligations under this Agreement.

21. Estimated times are included for convenience. Actual times will vary depending on College interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of College with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

28. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any

person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction subject to Paragraph 22 above, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the Parties to the Agreement, shall be submitted to final and binding arbitration at the request of either Party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in the College of Los Angeles. The arbitrator shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law. The arbitrator shall prepare in writing and provide to the Parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure sections 1286.2 or 1286.6 for any such error. In the event the Parties are unable to agree as to the arbitrator, each shall select an arbitrator who shall, in turn, select the third and sole arbitrator. Each Party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

30. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

31. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

32. In the case of any conflict between the Terms and Conditions, Proposal, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Proposal.

33. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.



35. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

36. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) College: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

(b) Contractor:

Vision Internet Providers, Inc.  
2530 Wilshire Boulevard, 2nd Floor  
Santa Monica, California 90403  
Attn: Steven Chapin  
Cc: Rose De Vries  
Fax: (310) 656-3103

MONTEREY PENINSULA COLLEGE

DATE: \_\_\_\_\_ By: \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

VISION INTERNET PROVIDERS, INC.

DATE: \_\_\_\_\_ By: \_\_\_\_\_

STEVEN CHAPIN Title: President

# Attachment A

## Scope of Work

This Attachment A ("Attachment A") describes the Scope of Work for website development services, to be performed by Vision Internet ("Contractor") for Monterey Peninsula College ("College"). In this document the words "we," "us," and "ours" refer to the Contractor. The word "you" refers to the College.

Implementation of the website will include:

### Navigation Design

The Contractor will consult with the College on how best to organize your website's content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content.

The Contractor will deliver the following:

- Homepage layout wireframe
- Approved sitemap

### Graphic Design

The Contractor will provide the College with three homepage design concepts for your approval. The College will select one for implementation in the website. The Contractor will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by the College, the Contractor will create up to three interior page designs.

The Contractor will deliver the following:

- Three homepage design concepts
- Approved homepage design
- Up to three interior page templates

### Vision Content Management System™

The Contractor will implement the College's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

### SITE ADMINISTRATION AND SECURITY

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| • Audit Trail Log               | • Flexible Site Variable Settings |
| • Backend Content Title Search  | • Image Library                   |
| • Backend Dashboard             | • Page Template Library           |
| • Broken Link Reporter          | • Personal Toolbar                |
| • Content Review and Publishing | • Role-Based Security             |

College's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

## Attachment A

- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

### CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

### ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Sitemap Generator

### USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

### DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation

College's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

## Attachment A

- Department-Level Sitemap

### OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

### ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

### ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Active Directory Interface
- Approval Cycle
- Extranet (Members Only)
- Meetings Manager
- Responsive Design with visionMobile™
- Site Search (Searchblox)

### Additional HTML Template

The Contractor will provide the College with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Attachment A.

College's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

**Implementation Stages and Project Schedule**

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
<b>Vision Stage</b>	
<ul style="list-style-type: none"> <li>Initial kick-off call with College's project manager</li> <li>Survey preparation and review</li> <li>One day onsite brainstorming and planning session</li> </ul>	2 – 4 Weeks
<b>Concept Stage</b>	
<ul style="list-style-type: none"> <li>Creation of Information Architecture</li> <li>Create conceptual sitemap</li> <li>Homepage layout wireframe</li> </ul>	2 – 4 Weeks
<b>Design Stage</b>	
<ul style="list-style-type: none"> <li>Unique, custom graphic design</li> <li>Custom icons, buttons, screen elements, and backgrounds</li> <li>Homepage design comp</li> </ul>	3 – 4 Weeks
<b>Development Stage</b>	
<ul style="list-style-type: none"> <li>Implementation of visionCMS™</li> <li>Integration of interactive components</li> <li>Migration of up to 50 pages of content</li> </ul>	4 – 9 Weeks
<b>Quality Assurance, Documentation, and Training Stage</b>	
<ul style="list-style-type: none"> <li>Final testing</li> <li>Customized training manual</li> <li>One day onsite training session</li> </ul>	2 – 3 Weeks
<b>Soft Launch &amp; Final Launch</b>	
<ul style="list-style-type: none"> <li>Move website to production server</li> <li>Completed website</li> <li>Website goes live</li> </ul>	2 Weeks
<b>Total estimated time to launch</b>	<b>15 - 26 Weeks</b>

\* The schedule may vary depending on additional components and participant decision times.

College's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

### COLUMBIA BASIN COLLEGE, WASHINGTON

Contact name: Jerry Lewis, Webmaster  
Address: 2600 North 20th Avenue  
Pasco, WA 99301-3379  
Phone number: 509-547-0511 ext 2465  
E-mail: [jlewis@columbiabasin.edu](mailto:jlewis@columbiabasin.edu)  
URL: [www.columbiabasin.edu](http://www.columbiabasin.edu)

### EAGLE COUNTY SCHOOL DISTRICT

Contact name: Jason Butters, Webmaster  
Address: 757 E. Third Street  
Eagle, CO 81631  
Phone number: 970-328-1934  
E-mail: [jason.butters@eagleschools.net](mailto:jason.butters@eagleschools.net)  
URL: [www.eagleschools.net](http://www.eagleschools.net)

### UNIVERSITY OF ANTELOPE VALLEY, CALIFORNIA

Contact name: Noel Sanchez, IT Administrator  
Address: 44055 North Sierra Highway  
Lancaster, CA 93534  
Phone number: 661-726-1911 ex. 144  
E-mail: [noel.sanchez@uav.edu](mailto:noel.sanchez@uav.edu)  
URL: [www.uav.edu](http://www.uav.edu)

### VIRGINIA HIGHLANDS COMMUNITY COLLEGE, VIRGINIA

Contact name: Nikelle Hagy, Webmaster and Media Specialist  
Address: 100 VHCC Drive  
Abingdon, VA 24210  
Phone number: 276-739-2497  
E-mail: [nhagy@vhcc.edu](mailto:nhagy@vhcc.edu)  
URL: [www.vhcc.edu](http://www.vhcc.edu)

**visionLive™ Subscription Services Agreement**  
**Vision Internet Providers Incorporated**  
**Account Terms and Conditions**

These Terms and Conditions, and any addendum attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and Monterey Peninsula College (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

**1. Ongoing Service Provisions**

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. Vision Internet shall provide up to 150GB of storage. Vision Internet shall provide 99.9% uptime for Hosting Services. If website is not available 99.9% of the time, other than routine and scheduled maintenance, then Client shall be entitled to a credit in an amount equal to the current monthly hosting fee, pro-rated by the number of hours in which the Services have been interrupted.

(b) **Upgrade Services**

Vision Internet will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web

Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("Business Hours"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year four of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design

**2. Fees**

Rate: \$7,800 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Vision Internet shall invoice Client annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Extra Work will be billed at Vision Internet's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support,



Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, fees to any third party vendors if applicable ~~and websites exceeding 50GB of storage. Websites exceeding 50GB of storage shall be subject to a monthly fee of \$50 per 5GB increment.~~ Maintenance work is considered Extra Work as defined herein. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of \$135.

### **3. Term**

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of four years thereafter (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by five percent (5%) per year, for each annual renewal term extending the term hereof.

### **4. Subscription Services Website Usage**

(a) The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c) The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e) The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is

not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The Client will have password access to the VCMS through the Subscription Services. The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Vision Internet.

## 5. Disclaimers and Acknowledgments

### (a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client shall hold Vision Internet harmless from any damages that may result.

(iii) Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of Client. **VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client. In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

### (b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible

for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

**6. Indemnification**

(a) Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

(b) The Client will defend, hold harmless and indemnify Vision Internet, its officers, directors, shareholders, employees and agents from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of the Client's negligence or intentional misconduct.

**7. Defaults**

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- (a) Any Misuse of Vision Internet resources that disrupts Vision Internet's business.
- (b) The Client's breach of any representation, warranty, term or provision of this Agreement.

**8. Remedies**

(a) If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website without prior notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website without prior notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after Vision Internet's delivery of written or email notice to Client, Vision Internet may immediately terminate Subscription Services and this Agreement.

**9. Documents & Data; Licensing of Intellectual Property**

This Agreement creates a non-exclusive and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Vision Internet under this Agreement ("Documents & Data"), to which Vision Internet retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, Client understands and agrees that Vision Internet shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

**10. Other**

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

(c) Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of the Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Los Angeles.

(e) Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction subject to the immediately preceding paragraph, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or the comparable rules promulgated by ADR Services or JAMS in Los Angeles, California. The arbitration shall take place in the County of Los Angeles. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure sections 1286.2 or 1286.6 for any such error. In the event the parties are unable to agree as to the arbitrator, each shall select an arbitrator who shall, in turn, select the third and sole arbitrator. Each party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

(f) Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

(g) With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (i) has read each of the terms set forth herein, (ii) has the authority to execute this Agreement for such person or entity, and (iii) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

(h) The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

(i) Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

(j) This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

(m) All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: Monterey Peninsula College

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor

Santa Monica, California 90403

Attn: Steven Chapin

Cc: Rose De Vries

Fax: (310) 656-3103

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

MONTEREY PENINSULA COLLEGE

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

VISION INTERNET PROVIDERS, INC.

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
STEVEN CHAPIN Title: President

## Addendum 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

### **1. Included Interactive Components and Features**

The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

#### **SITE ADMINISTRATION AND SECURITY**

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

#### **CONTENT EDITING**

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

#### **ADVANCED NAVIGATION MANAGEMENT**

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links

- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

#### USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

#### DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

#### OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

#### ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

#### ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Active Directory Interface
- Approval Cycle
- Extranet (Members Only)
- Meetings Manager
- Responsive Design with visionMobile™
- Site Search (Searchblox)

## 2. Customizations



The following are customizations provided in Client's project: None.

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. K

Administrative Services  
College Area

### Proposal:

That the Governing Board review the 2014-15 District Scheduled Maintenance and Special Repairs Five Year Plan.

### Background:

Annually, the District is required to develop and submit a scheduled maintenance five year plan to the Chancellor's Office. Scheduled maintenance projects identified in the plan are eligible for state funding, with the District required to provide a 50% match. In recent years, a limited amount of state funding has been designated for scheduled maintenance; however, in 2009-10, community college scheduled maintenance funding was eliminated due to the state's budget deficit situation. Scheduled maintenance funding was restored in the 2013-14 state budget in the amount of \$15 million for the system (~\$109,000 for the District). An allocation of \$87.5 million for the system has been included in the Governor's January budget proposal for 2014-15.

The attached excerpt from the 2014-15 District Five Year Plan includes a priority listing of projects proposed for the District for 2014-15, totaling \$947,962. Also included is a five year summary of projects identified by category of repair, i.e., roof, utility, mechanical, exterior, and other. The total amount of funding needed for all projects in the five year plan is estimated to be \$2,182,962.

### Budgetary Implications:

Any state funding allocated for scheduled maintenance would be used to complete necessary district projects. The District will provide the 50% match from Prop 39 bond funds.

**Information:** Review the 2014-15 District Scheduled Maintenance and Special Repairs Five Year Plan


Recommended By:

  
\_\_\_\_\_  
Joe Bissett, Special Assistant to the President

Prepared By:

  
\_\_\_\_\_  
Vicki Nakamura, Assistant to the President

Agenda Approval:

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

**Monterey Peninsula Community College District - 2014/2015  
Scheduled Maintenance Five Year Plan**

**2014/2015 Scheduled Maintenance Projects**

<u>Priority</u>	<u>Project Title</u>	<u>Campus</u>	<u>Problem Existed</u>	<u>Project Type</u>	<u>Facility Type</u>	<u>Totals Funds</u>
1	Roof Replacement - Drafting Building	Monterey Peninsula College	Always	Roof	Classroom/Laboratory	\$91,728
2	Roof Replacement - Nursing Building	Monterey Peninsula College	Always	Roof	Classroom/Laboratory	\$114,946
3	Mansard Roof Replacement - Art Dimensional Building	Monterey Peninsula College	Always	Roof	Classroom/Laboratory	\$99,568
4	Repair and Repaint Exteriors of Graphic Arts and Nursing Bldgs.	Monterey Peninsula College	Always	Exterior	Classroom/Laboratory	\$50,000
5	Repair and Repaint Exterior of Art-Dimensional Bldg.	Monterey Peninsula College	Always	Exterior	Classroom/Laboratory	\$50,000
6	Upgrade Single Pane Windows in Admin. Bldg. to Thermopane	Monterey Peninsula College	Always	Other	Faculty/Administration Office	\$220,000
7	Replace Tennis Court Fence	Monterey Peninsula College		Other		\$39,720
8	Replace Adobe Retaining Wall and Asphalt Path in Nursing Bldg. Courtyard	Monterey Peninsula College		Other		\$62,000
9	Campus Road Resurfacing, Striping, and Repair - Phase 2	Monterey Peninsula College		Other	Campuswide	\$220,000
					Approved Total	<b>\$947,962</b>

**Monterey Peninsula Community College District - 2014/2015**

**District Scheduled Maintenance Five Year Plan Summary**

Fiscal Year of Funding	Roof		Utility		Mechanical		Exterior		Other		Total	
	Est. Total	State Funds	Est. Total	State Funds	Est. Total	State Funds	Est. Total	State Funds	Est. Total	State Funds	Est. Total	State Funds
<b>2014</b>	\$306,242	\$153,121					\$100,000	\$50,000	\$541,720	\$270,860	<b>\$947,962</b>	<b>\$473,981</b>
<b>2015</b>	\$100,000	\$50,000					\$25,000	\$12,500	\$700,000	\$350,000	<b>\$825,000</b>	<b>\$412,500</b>
<b>2016</b>							\$50,000	\$25,000	\$110,000	\$55,000	<b>\$160,000</b>	<b>\$80,000</b>
<b>2017</b>							\$50,000	\$25,000	\$100,000	\$50,000	<b>\$150,000</b>	<b>\$75,000</b>
<b>2018</b>									\$100,000	\$50,000	<b>\$100,000</b>	<b>\$50,000</b>
<b>TOTAL</b>	<b>\$406,242</b>	<b>\$203,121</b>					<b>\$225,000</b>	<b>\$112,500</b>	<b>\$1,551,720</b>	<b>\$775,860</b>	<b>\$2,182,962</b>	<b>\$1,091,481</b>

# Monterey Peninsula Community College District

## Governing Board Agenda

January 31, 2014

New Business Agenda Item No. L

Academic Affairs  
College Area

### Proposal:

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

### Background:

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

### Budgetary Implications:


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

**RESOLUTION: BE IT RESOLVED**, that the following new courses be approved:

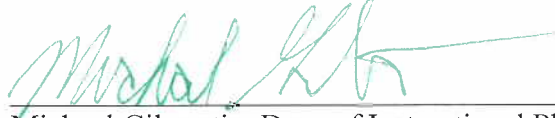
COOP 91.42, Anthropology Work Experience  
COOP 91.43, Sociology Work Experience  
ENGT 5, Introduction to Mechanical Systems  
ENGT 10, Fundamentals of Electronics  
ENGT 15, Introduction to Mechanical Design and Fabrication  
ENGT 20, Electronic Control Systems  
ETNC 4, Mexican-American Art in American Culture  
ETNC 22, Asian Americans and Pacific Islanders in American Society  
GEOL 9, Earth Catastrophes and Disasters  
MEDA 122, Medical Assisting Clinical Techniques III  
NURS 53, Nursing Graduate Transition to Practice  
NUTF 2, Introduction to Nutrition, Dietetics and Foods  
NUTF 3, Nutrition Issues  
NUTF 10, Food Science  
NUTF 10L, Food Science and Safety Laboratory  
NUTF 20, Community Nutrition for the Lifespan  
NUTF 30, Clinical Nutrition  
PFIT 22C, Fitness Through Swimming III  
PFIT 22D, Fitness Through Swimming IV  
PHED 20.11, Skill Development for Soccer-Men

Program: Mechatronics - Certificate of Training (Credit Only)  
SOCI 16, Global and Urban Studies  
SOCI 22, Asian Americans and Pacific Islanders in American Society

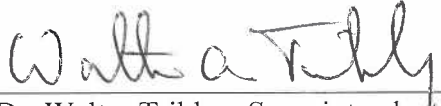
**Recommended By:**

  
Celine Pinet, Vice President of Academic Affairs

**Prepared By:**

  
Michael Gilmartin, Dean of Instructional Planning

**Agenda Approval:**

  
Dr. Walter Tribley, Superintendent/President

## PROPOSED COURSES

### **COOP 91.42**            **Anthropology Work Experience**

**1-4 units**

#### **Justification**

To offer students the opportunity to gain Anthropology Work Experience.

#### **Description**

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

### **COOP 91.43**            **Sociology Work Experience**

**1-4 units**

#### **Justification**

To offer students the opportunity to gain Sociology Work Experience.

#### **Description**

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

### **ENGT 5**                **Introduction to Mechanical Systems**

**3 units**

**1.5 hours lecture, 4.5 hours lab**

#### **Justification**

To initiate a new CTE Engineering Technology program in Robotics/Mechatronics. This program will provide essential and valuable mechatronics technology skills to those wishing to gain employment in the rapidly evolving technical workforce.

#### **Description**

In this project-based class, students learn the basic physics of machines (kinematics, static and dynamic force systems, mechanical advantage), the selection of power sources (motors, hydraulic and pneumatic systems), and the analysis and design of linkages and gear trains. The class concludes with a significant project.

**ENGT 10****Fundamentals of Electronics****3 units****1 hour lecture, 6 hours lab****Justification**

To initiate a new CTE Engineering Technology program in Robotics/Mechatronics. This program will provide essential and valuable mechatronics technology skills to those wishing to gain employment in the rapidly evolving technical workforce.

**Description**

This course provides a project-based introduction to DC, AC, and digital circuit concepts; electronic sensors; and use of a microcontroller for data acquisition. Hands-on projects involve schematic capture, circuit board layout and fabrication, soldering, testing, and troubleshooting.

**ENGT 15****Introduction to Mechanical Design and Fabrication****3 units****1.5 hours lecture, 4.5 hours lab****Justification**

To initiate a new CTE Engineering Technology program in Robotics/Mechatronics. This program will provide essential and valuable mechatronics technology skills to those wishing to gain employment in the rapidly evolving technical workforce.

**Description**

This class introduces the product development process from design to fabrication, including the use of 3D modeling software, automated manufacturing (CNC mill, laser cutter and 3D printer), precision measurement, and basic metalworking. Students also learn project management skills and participate in design reviews while completing a substantial final project.

**ENGT 20****Electronic Control Systems****3 units****1 hour lecture, 6 hours lab****Justification**

To initiate a new CTE Engineering Technology program in Robotics/Mechatronics. This program will provide essential and valuable mechatronics technology skills to those wishing to gain employment in the rapidly evolving technical workforce.

**Description**

This course provides an introduction to robotic control applications. Coverage includes integration of microcontroller devices, sensors, and actuators for automation control; state machines and event-driven programming; PID controllers, application of navigation and measurement techniques; and remote-control applications.



**ETNC 4****Mexican-American Art in American Culture****3 units****3 hours lecture****Justification**

Expand Ethnic Studies courses related to Mexican-American Culture as well as offer more courses to fulfill Humanities, Area C General Education Requirements.

**Description**

This is a course on Mexican-American art and the historical, political, spiritual, and aesthetic antecedents that have nurtured the development of visual culture. It explores the negotiation of identities in Mexican-American artwork in relation to the politics and iconography of the Chicano movement and analysis of contemporary Mexican-American art genres.

**ETNC 22****Asian Americans and Pacific Islanders in American Society****3 units****3 hours lecture****Justification**

Increase MPC offerings that meet the CSU American Institutions requirement. There are currently no courses addressing the Asian Pacific American experience in Social Sciences.

**Description**

This course is a comparative analysis of how Asian Pacific American communities have adjusted to the American democratic systems over the past century. Their access to legal rights as refugees, alien residents, nationals, and citizens at the federal, state, and local levels is examined. The course also explores their varied expectations, successes, patterns of assimilation or accommodation, and resistance within the context of federal constitution and varied legal institutions by diverse Asian Pacific American ethnic communities.

**GEOL 9****Earth Catastrophes and Disasters****3 units****3 hours lecture****Justification**

Offer a current events-related geology course to build enrollment in the department and attract more students to the major and career opportunities.

**Description**

This course covers the application of basic principles of Earth processes, including tectonics, erosion, climate, and wind, as well as issues of catastrophic and disastrous events from a global perspective. Topics include earthquakes, landslides, floods, severe weather, tsunamis, and volcanoes. The course emphasizes using the scientific method to interpret the causes and future probabilities of Earth catastrophes and disasters.

**MEDA 122****Medical Assisting Clinical Techniques III****3 units****2 hours lecture, 3 hours lab****Justification**

Updating curriculum for Program Review.

**Description**

In this course, advanced medical assisting students further apply medical theory in the context of direct patient care. Instruction includes medication administration, dosage calculations, microbiology and immunology, specimen collection/processing, and lab report interpretation. Throughout the three-course clinical techniques series, students develop professional maturity and a basic understanding of the complexities of healthcare, health risks, and comorbidities, as well as chronic disease management. Having met all required competencies, students prepare for externships and the national certification (RMA through AMT) exam.

**NURS 53****Nursing Graduate Transition to Practice****8 units****24 hours lab****Justification**

New course designed to provide nurse residency or clinical immersion opportunities immediately post-licensure, consistent with NCSBN Transition to Practice model and IOM recommendations.

**Description**

This course provides the newly licensed RN 500 hours of structured immersion in clinical nursing practice in a health care facility with preceptor(s)/mentor(s) over 6 months. Candidates apply for the externship and are selected in partnership with the facility. Externships may be paid or unpaid according to facility agreement.

**NUTF 2****Introduction to Nutrition, Dietetics and Foods****1 unit****1 hour lecture****Justification**

This class will aid any student wanting to enter upon a career in nutrition, dietetics or food system management.

**Description**

This course covers professional roles, responsibilities, and opportunities in the fields of nutrition, dietetics, and food service management. It includes an introduction to the history of the profession, related government agencies, scientific literature and resources, and professional code of ethics. Also offered online.

**NUTF 3****Nutrition Issues****1 unit****1 hour lecture****Justification**

This is one of the classes needed for MPC to offer an AA/AS in Nutrition.

**Description**

Current concepts and controversies are presented and evaluated, with an emphasis on the changing American diet and its relation to longevity and quality of life. U.S. dietary goals, health foods, herbs, supplements, and food advertising are evaluated. Safety and nutrition of processed foods and government agencies responsible for food safety are presented. Offered online.

**NUTF 10****Food Science****2 units****2 hours lecture****Justification**

Creation of Nutrition and Food program at MPC.

**Description**

This course introduces food science principles and techniques in food preparation and selection. Emphasis is on food sanitation and safety, nutrient values, sensory evaluation, food standards, ingredient functions and interactions, whole food production, food purchasing, and packaging. Also offered online.

**NUTF 10L****Food Science and Safety Laboratory****1 unit****3 hours lab****Justification**

Creation of Nutrition and Food program at MPC.

**Description**

This course covers basic principles of sanitation and safety and the applications of these principles to a food service operation. Emphasis is on the supervisor's responsibility to maintain a sanitary and safe work environment. Also, nutrient values, sensory evaluation, food standards, ingredient functions and interactions, whole food production, food purchasing, and packaging are practiced in the laboratory.

**NUTF 20****Community Nutrition for the Lifespan****3 units****3 hours lecture****Justification**

Creation of Nutrition and Food program at MPC.

**Description**

This course applies the principles of nutrition to the community setting. Nutritional requirements of individuals in various stages of the life cycle are presented. Community programs that help meet the nutritional requirements of individuals throughout the life cycle are highlighted. Patient education techniques are presented.

**NUTF 30****Clinical Nutrition****4 units****4 hours lecture****Justification**

Creation of Nutrition and Food program at MPC.

**Description**

This course covers entry-level skills for Dietetic Technician, Registered, working with nutrition screening, assessment, development of nutrition care plans, and health-promoting client education and counseling. Topics include health history screening, consideration of drug-nutrient interactions, lab values, anthropometric data, and conventional and alternative medicine options. It includes a review of normal nutrition and introduction to diet therapy, as well as application of these principles to provision of foods appropriate for diets modified to support various medical and surgical conditions.

**PFIT 22C****Fitness Through Swimming III****1 unit****4 hours lab****Justification**

To meet new state repeatability guidelines for activity courses.

**Description**

This course is a continuation of PFIT 22B. It is designed for students to develop and maintain an intermediate/advanced level of fitness through swimming. Emphasis is on the further refinement of basic strokes through instruction and practice. Further development of butterfly and breaststroke skills and flip turns is included.

**PFIT 22D****Fitness Through Swimming IV****1 unit****4 hours lab****Justification**

To meet new state repeatability guidelines for activity courses.

**Description**

This course is a continuation of PFIT 22C. It is designed for students to develop and maintain an advanced level of fitness through swimming. Emphasis is on the refinement of previously learned swimming skills through instruction and practice.

**PHED 20.11****Skill Development for Soccer-Men****1 unit****3 hours lab****Justification**

This course will be consistent with the courses offered for our other athletic teams and will meet Title 5 guidelines.

**Description**

Students learn physical conditioning and basic skills appropriate for intercollegiate soccer.

**Program****Mechatronics - Certificate of Training (Credit Only)****Justification**

To initiate a new CTE Engineering Technology program in Robotics/Mechatronics. This program will provide essential and valuable mechatronics technology skills to those wishing to gain employment in the rapidly evolving technical workforce.

**Description**

This certificate prepares students with practical skills in robotic automation, electronics, and mechanical systems (broadly referred to as mechatronics), suitable for technician-level employment in a number of fields where automation and robotics systems are making rapid inroads. This includes everything from agriculture to water treatment, and from assembly lines to surgical robotics. Some examples of specific job titles include machine maintenance technician, field service technician, manufacturing process technician, and electro-mechanical technician. The curriculum is designed to provide real-world, hands-on problem-solving skills and requires only beginning algebra as a prerequisite. Some students may find this program a suitable path to further academic study in fields such as engineering.

**SOCI 16****Global and Urban Studies****3 units****3 hours lecture****Justification**

SB 1440 TMC and AA-T Program change, new courses to comply with state mandate, and add elective offerings to create more robust Sociology program, on par with similar institutions in the state. Additionally, Global and Urban Sociology with a service learning component represents the current cutting edge of the field of applied sociology, and bridges school and community to put students on a path to actively engage with many of today's most pressing social and cultural issues and changes. This course contributes substantially to broader college goals of democratic citizenship.

**Description**

This course examines contemporary social, cultural, economic, political, and environmental change related to urbanization and rapid population growth in global urban contexts. It focuses on the emergence and repercussions of a global economy, the globalization of culture, transnational migrations, technological and environmental changes, and global social movements. It also considers urban, rural, and suburban development, as well as debates over globalization and the sometimes violent political, ethnic, and religious responses to what is perceived as cultural and economic homogenization on a global scale. The service-learning component requires student involvement in local community development efforts.

**SOCI 22****Asian Americans and Pacific Islanders in American Society****3 units****3 hours lecture****Justification**

Increase MPC offerings that meet the CSU American Institutions requirement. There are currently no courses addressing the Asian Pacific American experience in Social Sciences.

**Description**

This course is a comparative analysis of how Asian Pacific American communities have adjusted to the American democratic systems over the past century. Their access to legal rights as refugees, alien residents, nationals, and citizens at the federal, state, and local levels is examined. The course also explores their varied expectations, successes, patterns of assimilation or accommodation, and resistance within the context of federal constitution and varied legal institutions by diverse Asian Pacific American ethnic communities.

Monterey Peninsula Community College District

Governing Board Agenda

January 31, 2014

Board Meeting Date

Human Resources

College Area

New Business Agenda Item No. M

Proposal: That the Governing Board ratify the agreement between MPCEA and the District that establishes a retirement incentive for eligible employees.

Background: In response to the current budget situation and to create possible budget savings, an incentive to encourage eligible classified employees to retire was agreed to between the Monterey Peninsula College Employees Association and the District. The incentive was offered to current full-time and part-time MPCEA employees age 65 or older and specified that the retirement date must be between February 13, 2014 and June 30, 2014. The amount of the incentive offered was \$15,500 and pro-rated for part-time employees with several options for payout through payroll. Notification of resignation is required by February 28, 2014. The agreement was passed by the members of MPCEA with a vote of 46 in favor and 3 opposed.

Budgetary Implications: Net budget savings is dependent on the number of employees that participate in the retirement incentive.

Resolution: Be it resolved, that the Governing Board ratify the attached Retirement Incentive Side Letter of Agreement between MPCEA and the District.

Recommended By: Laurence Walker, Dean of Student Services

Prepared By: Susan Kitagawa, Associate Dean of Human Resources

Agenda Approval: Dr. Walter Tribley, Superintendent/President

MEMORANDUM OF UNDERSTANDING

Between

Monterey Peninsula Community College District  
and

California School Employees Association Chapter #245-MPCEA/CSEA

CASH RETIREMENT INCENTIVES

December 16, 2013

MPCEA and MPCCD mutually agree to offer the following retirement incentives to MPCEA employees to provide budget savings, subject to the following conditions.

1. **Eligibility:** All current MPCEA employees age 65 or older on the date of resignation.
2. **Terms:** The effective date of resignation for purpose of retirement must be no earlier than February 13, 2014 and no later than June 30, 2014.
3. **Incentive:** A District paid sum equal to \$15,500 for full-time employees and pro-rated for part-time employees. [Pro-rating will be based on the total number of annual hours related to 2,080 (173.33 hours per month X 12 months.) For example, if an employee works 18 hours per week for 8 months, the retirement incentive will be based on 8 months X 4.33 weeks = 34.64 weeks X 18 = 623.52 annual hours.  $623.52/2080 = .30 \times \$15,500 = \$4,650.$ ]
4. **Payment:** The employee may choose the payment as a single lump sum payable July 31, 2014, or in annual installments paid over 1 to 5 years payable the end of January each year, beginning in January, 2015. The payment(s) shall be processed through payroll. Parties agree District is not responsible for any adverse tax ramifications retiree may incur as a result of accepting such payment(s).
5. **Repayment:** Employees who retire in lieu of layoff and return to work at MPC during the 39 month rehire period will forfeit the retirement incentive and must repay the District. The District and MPCEA will negotiate a repayment plan.
6. **Enrollment Period:** Eligible employees must provide the Superintendent/President an irrevocable letter of resignation on or before **February 28, 2014**.
7. **One-time Only:** This is a one-time offer in response to the current budget situation, and there is no expectation that it will be repeated in subsequent years.

This Agreement is made and entered into this 16th day of December, 2013, between the Monterey Peninsula Community College District and California School Employees Association Chapter #245-MPCEA/CSEA, an employee organization.

For MPCCD

Lauren E. Walker  
[Signature]

For MPCEA

[Signature] WALSH  
[Signature]  
[Signature]

1/7/2014  
Date



**Monterey Peninsula Community College District**  
**Governing Board Agenda**

January 31, 2014  
Board Meeting Date

New Business Agenda Item No. N

Human Resources  
College Area

**Proposal:** Hold a public hearing on the initial proposal of California School Employees Association, Chapter #245, MPCEA/CSEA for a successor agreement.


**Background:** The current bargaining agreement with MPCEA expires on June 30, 2014. Governing Board Policy 5210 implements Government Code Section 3547 that requires public notice of matters to be negotiated. In accordance with the aforementioned policy and code, the Governing Board must, following the presentation of the initial proposal of the employee association, receive public comment at an open board meeting. MPCEA's initial proposal is attached. In accordance with the special provisions for Interest Based Bargaining, the initial proposal is in the form of interests for discussion.

**Budgetary Implications:** The outcome of negotiated agreements will determine any budgetary implication.

**Information Only:** Hold a public hearing on the initial proposal of California School Employees Association, Chapter #245, MPCEA/CSEA for a successor agreement beginning July 1, 2104.

**Recommended By:**   
Susan Kitagawa, Associate Dean of Human Resources

**Prepared By:**   
Susan Kitagawa, Associate Dean of Human Resources

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



AFL-CIO

California  
School  
Employees  
Associa-  
tion

Chapter  
245

Monterey  
Peninsula  
College

980 Fremont  
Street  
Monterey, CA  
93940

December 15 2013

Dr. Walter Tribley, Superintendent/President and  
The Board Of Trustees  
Monterey Peninsula College  
980 Fremont Street  
Monterey, CA 93940

RE: California School Employees Association Chapter 245 (MPCEA)  
2014/ 2015 Initial Contract Proposal

Dear Dr. Tribley and The Board of Trustees,

Monterey Peninsula College California School Employees Association (MPCEA)—Chapter 245 intends to negotiate the entire contract as it expires on June 14 2014. MPCEA acknowledges and appreciates the interest-based negotiations method used in the past and wishes to continue the process. By this document, we are respectfully submitting our Initial Contract Proposal for 2014/ 2015 Contract Negotiations to be placed on the next Board Agenda.

MPCEA proposes that all language, except that which may be affected by any negotiated changes, continue in effect during the life of a new Agreement. Each initial proposal submitted by MPCEA below is of significant “need” or “interest” which requires a solution for our bargaining unit members. These needs and interests will be shared during the bargaining process. Our initial proposal for each topic is presented in general terms rather than specific terms. This successor proposal assumes the parties will develop specific contract language upon general agreement of the issue.

MPCEA proposes the following articles be looked at during negotiations:

**Article 20– Negotiations– 20.1 Reopeners–** During the term of this Agreement, the District and the CSEA waive and relinquish the right to meet and negotiate except as set forth Article XXIII (Duration)

**Article- 20– 20.2– Commencement of Negotiations–** Within ten (10) Working days of satisfaction of the public notice requirements, and no later than forty-five days (45) days following submission of new proposals at a regular board meeting, negotiations shall commence, unless otherwise agreed to, at a mutually acceptable time and place.

**Article 23– Duration:**

MPCEA has a need to establish a new term of duration.

MPCEA is agreeing to address and/ or look at the district's budgetary deficit for 2014/ 2015. MPCEA Chapter 245 is enthusiastic about working with the District to achieve successful negotiations that benefit the association members and improve the service.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Walsh", written in a cursive style.

Loran J. Walsh, President  
MPCEA Chapter 245  
Monterey Peninsula College

CC: Human Resources  
Lena Valdez/CSEA Labor Representative

Monterey Peninsula Community College District

Governing Board Agenda

January 31, 2014

New Business Agenda Item No. O

Superintendent/President Office

Proposal:

To review the attached Calendar of Events.

Background:

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

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

Budgetary Implications: None.

☒ INFORMATION: Calendar of Events.

Recommended By: Dr. Walter Tribley, Superintendent/President [Signature]

Prepared By: [Signature] Meghan Cromien, Sub. Executive Assitant to Superintendent/President and the Governing Board

Agenda Approval: [Signature] Dr. Walter Tribley, Superintendent/President

## MPC Governing Board 2014 Calendar of Events

### FEBRUARY, 2014

Monday, February 3	Spring Semester Begins
Friday, February 14	Lincoln Day Holiday
Monday, February 17	Washington Day Holiday
Wednesday, February 26	Regular Board Meeting, MPC 1:30pm: Closed Session - LTC Stutzman Room 3:00pm: Regular Meeting - Lecture Forum 103

### MARCH, 2014

Saturday, March 1	Lobo Hall of Fame – Marriott Hotel (time to be announced)
Wednesday, March 26	Regular Board Meeting, MPC Library & Technology Center 1:30pm: Closed Session - Stutzman Room 3:00pm: Regular Meeting - Sam Karas Room
Monday, March 30	First Day of Spring Recess

### APRIL, 2014

Tues-Sat, April 1-5	Spring Recess (March 30-April 5)
Wednesday, April 23	Regular Board Meeting, MPC Library & Technology Center 1:30pm: Closed Session - Stutzman Room 3:00pm: Regular Meeting - Sam Karas Room

### MAY, 2014

Friday, May 16	President's Address to the Community, Monterey Conference Center
Monday, May 26	Memorial Day Holiday
Wednesday, May 28	Regular Board Meeting, MPC Library & Technology Center 1:30pm: Closed Session - Stutzman Room 3:00pm: Regular Meeting - Sam Karas Room

May Date TBD

MPC Scholarship Awards Ceremony

### JUNE, 2014

Thursday, June 5	Spring Semester Ends
Thursday, June 5	*Fire Academy Ceremony (date and other details to be confirmed)
Thursday, June 5	*Latino Ceremony, 6:00pm – LF103 (date and location to be confirmed)
Thursday, June 5	*Asian Student Assn Ceremony (date and other details to be confirmed)
Friday, June 6	*Kente Ceremony, 7:00pm- MU101 (date and location to be confirmed)
Saturday, June 7	Faculty Retirement Breakfast, 8:30am (location to be confirmed)
Saturday, June 7	Commencement, 12:00pm – Amphitheatre (line-up at 11:30am in Gym)
Saturday, June 7	Nurse Pinning Ceremony, 3:00pm – Amphitheatre
Monday, June 16	Summer Session Begins
Wednesday, June 25	Regular Board Meeting, MPC Library & Technology Center 1:30pm: Closed Session - Stutzman Room 3:00pm: Regular Meeting - Sam Karas Room

### JULY, 2014

Friday, July 4	Independence Day Holiday
Wednesday, July 23	Regular Board Meeting – Marina Education Center 1:30pm: Closed Session, 3:00pm: Open Session
Friday, July 25	End of Six-Week Summer Session

## MPC Governing Board 2014 Calendar of Events

### AUGUST 27, 2014

Wednesday, August 27 Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting

### SEPTEMBER 24, 2014

Wednesday, September 24 Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting

### OCTOBER 22, 2014

Wednesday, October 22 Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting

### NOVEMBER 19 or 26, 2014

Wednesday, November 19 or November 26 Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting  
(Date to be determined at January 31, 2013 Board Meeting)

### DECEMBER 10, 2014

Wednesday, December 10 Regular Annual Organizing Board Meeting: 1:30pm, Closed Session,  
3:00pm Regular Meeting