

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

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 September 30, 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 September 30, 2013 , be accepted.

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

Prepared By: Rosemary Barrios
Rosemary Barrios, Controller

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

Monterey Peninsula College
Fiscal Year 2013-14
Financial and Budgetary Report
September 30, 2013

Enclosed please find attached the financial reports for the month ending September 30, 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 September 30, 2013 is \$6,186,599 which is 13.7% of the operating budget for this fiscal year. Expenditures year-to-date total \$8,437,775 which is 18.7% of the operating budget for this fiscal year, for a net difference of -\$2,251,176.

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

Revenues

- The September apportionment payment was posted this month for \$1,800,077.
- EPA funds (Prop 30) posted this month of \$1,153,340.
- Property taxes received this month of \$53,141
- Other revenue posted this month of \$346,781, include student fees.

Expenditures

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

Self Insurance Fund

- Self Insurance expenses are at 21.2% of budgeted expenditures. The expenditure amount is .40% 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 \$37,134,957 including bond cash of \$22,712,857 and \$14,422,100 for all other funds. Operating funds cash is \$6,638,544.

Other

Fiscal Services is still in the process of closing the books for FY 12-13.

Monterey Peninsula Community College

Monthly Financial Report

September 30, 2013

Summary of All Funds

<u>Funds</u>	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>9/30/2013</u>
General - Unrestricted	\$3,840,358	\$38,614,399	\$38,595,234	\$3,859,523	\$6,014,430	\$7,269,275	2,437,605	15.6%	25.2%	\$5,930,618
General - Restricted	0	5,247,463	5,247,462	1	46,538	998,277	1,687,796	0.9%	51.2%	0
Child Dev - Unrestricted	0	310,573	310,572	0	4,027	44,155	175,603	1.3%	70.8%	6,199
Child Dev - Restricted	0	245,147	245,147	0	57,204	26,732	120,078	23.3%	59.9%	0
Student Center	259,336	264,200	264,200	259,336	13,654	19,575	56,316	5.2%	28.7%	234,803
Parking	116,995	512,000	489,741	139,254	50,746	79,761	181,097	9.9%	53.3%	466,925
Subtotal Operating Funds	\$4,216,689	\$45,193,782	\$45,152,356	\$4,258,114	\$6,186,599	\$8,437,775	\$4,658,495	13.7%	18.7%	\$6,638,544
Self Insurance	8,292,175	6,349,078	8,099,078	6,542,175	12,440	1,714,031	5,264	0.2%	21.2%	5,576,619
Capital Project	1,771,607	1,269,405	2,491,998	549,014	1,466	16,548	12,075	0.1%	1.1%	1,372,985
Building	27,158,736	50,000	7,520,032	19,688,704	0	2,029,650	11,615,121	0.0%	181.4%	22,712,857
Debt Service	52,285	275,324	275,324	52,285	137,662	68,831	206,493	50.0%	25.0%	53,566
Revenue Bond	20,905	18,075	18,075	20,905	0	16,650	1,425	0.0%	92.1%	5,192
Associated Student	75,000	90,000	90,000	75,000	14,690	3,508	0	16.3%	3.9%	132,874
Financial Aid	12,881	5,300,000	5,300,000	12,881	598,163	598,163	0	11.3%	11.3%	69,924
Scholarship & Loans	272,948	2,531,700	2,531,700	272,948	317,235	268,384	0	12.5%	10.6%	271,119
Trust Funds	293,917	469,102	469,102	293,917	133,764	61,292	0	28.5%	13.1%	270,737
Orr Estate	41,262	13,000	28,000	26,262	500	8,725	0	3.8%	31.2%	30,540
Total all Funds	\$42,208,405	\$61,559,466	\$71,975,665	\$31,792,205	\$7,402,518	\$13,223,557	\$16,498,873	12.0%	18.4%	\$37,134,957

***** BOARD REPORT *****

GENERAL FUND (Unrestricted)

Fund 01

Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUES							
8100 FEDERAL	3,041	10,700	0	0	10,700	0.0%	
8600 STATE	14,426,966	18,129,982	1,153,340	5,361,687	12,768,295	29.6%	
8800 COUNTY / LOCAL	19,679,135	17,928,415	315,797	652,743	17,275,672	3.6%	
8900 INTERFUND TRANSFER IN	<u>2,055,231</u>	<u>2,545,302</u>	<u>0</u>	<u>0</u>	<u>2,545,302</u>	N/A	
TOTAL REVENUE :	<u>\$36,164,373</u>	<u>\$38,614,399</u>	<u>\$1,469,137</u>	<u>\$6,014,430</u>	<u>\$30,054,667</u>	15.6%	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	UNENCUMBERED BALANCE	PERCENT	
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	6,060,460	6,155,162	569,733	1,142,383	5,012,779	18.6%	
1200 NON TEACHER SALARIES	2,631,772	2,799,070	235,090	594,521	2,204,549	21.2%	
1300 HOURLY TEACHER	4,980,447	5,072,605	504,594	1,314,452	3,758,153	25.9%	
1400 OTHER HOURLY SALARIES	<u>279,078</u>	<u>337,756</u>	<u>21,811</u>	<u>70,299</u>	<u>267,458</u>	20.8%	
TOTAL CERTIFICATED :	<u>\$13,951,757</u>	<u>\$14,364,593</u>	<u>\$1,331,228</u>	<u>\$3,121,655</u>	<u>\$11,242,938</u>	21.7%	
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	5,813,001	5,958,475	489,055	1,475,270	4,483,205	24.8%	
2200 INSTRUCTIONAL AIDES	791,944	884,918	77,705	204,056	680,862	23.1%	
2300 HOURLY NON INSTRUCTIONAL	405,114	255,782	30,475	88,836	166,946	34.7%	
2400 HOURLY INSTRUCTIONAL	<u>590,772</u>	<u>642,644</u>	<u>51,863</u>	<u>108,436</u>	<u>534,208</u>	16.9%	
	<u>\$7,600,831</u>	<u>\$7,741,819</u>	<u>\$649,099</u>	<u>\$1,876,598</u>	<u>\$5,865,221</u>	24.2%	

*** BOARD REPORT ***

GENERAL FUND (Unrestricted) continued

Fund 01

Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
3XXX TOTAL FRINGE BENEFITS :	<u>\$4,184,086</u>	<u>\$4,447,825</u>	<u>\$360,142</u>	<u>\$1,086,254</u>	<u>\$614,442</u>	<u>\$2,747,129</u>	38.2%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	218,522	237,088	44,141	58,223	34,132	144,733	39.0%
4500 OTHER SUPPLIES	459,186	344,692	12,767	76,658	157,259	110,775	67.9%
4700 FOOD	3,695	3,720	951	951	0	2,769	25.6%
TOTAL SUPPLIES & OTHER :	<u>\$681,403</u>	<u>\$585,500</u>	<u>\$57,859</u>	<u>\$135,831</u>	<u>\$191,391</u>	<u>\$258,277</u>	55.9%
OTHER							
5100 CONTRACTED SERVICES	1,644,457	2,392,746	20,747	43,681	4,500	2,344,565	2.0%
5200 TRAVEL	157,447	151,691	3,004	18,902	10,300	122,489	19.3%
5300 DUES AND SUBSCRIPTIONS	174,359	174,335	92,400	147,093	0	27,242	84.4%
5400 INSURANCE	420,108	361,373	0	279,452	0	81,921	77.3%
5500 UTILITIES & HOUSEKEEPING	1,222,714	1,267,307	64,541	242,337	1,119,184	(94,214)	107.4%
5600 RENTS & LEASES	595,850	645,296	26,699	216,916	146,176	282,204	56.3%
5700 LEGAL AND AUDIT	88,173	217,400	11,050	12,176	53,424	151,800	30.2%
5800 OTHER SERVICES	343,866	523,998	10,074	62,001	170,923	291,073	44.5%
TOTAL OTHER :	<u>\$4,646,974</u>	<u>\$5,734,146</u>	<u>\$228,516</u>	<u>\$1,022,559</u>	<u>\$1,504,507</u>	<u>\$3,207,080</u>	44.1%
CAPITAL OUTLAY							
6200 BUILDING IMPROVEMENT	27,595	27,821	0	7,932	2,324	17,565	36.9%
6300 CAPITAL BOOKS & SOFTWARE	98,495	61,500	0	0	60,885	616	99.0%
6400 EQUIPMENT	61,309	50,255	0	18,446	64,056	(32,246)	164.2%
TOTAL CAPITAL OUTLAY :	<u>\$187,399</u>	<u>\$139,576</u>	<u>\$0</u>	<u>\$26,377</u>	<u>\$127,265</u>	<u>(\$14,066)</u>	110.1%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	5,917,263	5,581,775	0	0	0	5,581,775	0.0%
7600 OTHER PAYMENTS TO STUDENTS	1,795	0	0	0	0	0	N/A
TOTAL TRANSFERS :	<u>\$5,919,058</u>	<u>\$5,581,775</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,581,775</u>	0.0%
TOTAL EXPENSE & TRANSFERS :	<u>37,171,507</u>	<u>38,595,234</u>	<u>2,626,844</u>	<u>7,269,275</u>	<u>2,437,605</u>	<u>28,888,355</u>	25.2%
REVENUE OVER EXPENSE :	<u>(\$1,007,134)</u>	<u>\$19,165</u>	<u>(\$1,157,707)</u>	<u>(\$1,254,844)</u>	<u>(\$2,437,605)</u>	<u>\$1,166,312</u>	

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

Fund 01
 Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE	
REVENUES							
8100 FEDERAL	1,465,164	2,032,353	0	0	0	2,032,353	0.0%
8600 STATE	2,236,054	2,418,123	0	0	0	2,418,123	0.0%
8800 COUNTY / LOCAL	602,369	729,739	40,398	46,538	0	683,201	6.4%
8900 INTERFUND TRANSFER IN	0	67,248	0	0	0	67,248	0.0%
TOTAL REVENUE :	\$4,303,587	\$5,247,463	\$40,398	\$46,538	0	\$5,200,925	0.9%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	8,385	0	0	0	0	0	0.0%
1200 NON TEACHER SALARIES	986,154	1,030,451	87,615	227,394	876,145	803,057	107.1%
1300 HOURLY TEACHER	41,950	60,363	1,504	19,929	0	40,434	33.0%
1400 OTHER HOURLY SALARIES	231,180	187,456	19,452	83,546	0	103,910	44.6%
TOTAL CERTIFICATED :	\$1,267,669	\$1,278,270	\$108,571	\$330,869	\$876,145	\$947,401	94.4%
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	567,052	582,888	44,510	138,512	446,258	444,376	100.3%
2300 HOURLY NON INSTRUCTIONAL	366,065	274,945	23,218	71,996	0	202,949	26.2%
2400 HOURLY INSTRUCTIONAL	179,325	202,891	9,998	50,275	0	152,616	24.8%
TOTAL CLASSIFIED :	\$1,112,442	\$1,060,724	\$77,726	\$260,783	\$446,258	\$799,941	66.7%

***** 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
3XXX TOTAL FRINGE BENEFITS :	<u>\$410,894</u>	<u>\$380,131</u>	<u>\$31,581</u>	<u>\$97,704</u>	<u>\$241,311</u>	<u>\$41,116</u>	89.2%
<u>SUPPLIES & OTHER</u>							
4300 INSTRUCTIONAL SUPPLIES	25,108	134,659	4,320	4,440	0	130,219	3.3%
4500 OTHER SUPPLIES	45,931	56,020	3,307	10,989	3,587	41,444	26.0%
4700 FOOD	<u>25,462</u>	<u>20,540</u>	<u>1,460</u>	<u>4,963</u>	<u>0</u>	<u>15,577</u>	<u>24.2%</u>
TOTAL SUPPLIES & OTHER :	<u>\$96,501</u>	<u>\$211,219</u>	<u>\$9,087</u>	<u>\$20,392</u>	<u>\$3,587</u>	<u>\$187,240</u>	11.4%
<u>OTHER</u>							
5100 CONTRACTED SERVICES	565,136	585,686	51,097	113,120	103,027	369,539	36.9%
5200 TRAVEL	359,966	333,152	13,920	54,699	1,233	277,220	16.8%
5300 DUES AND SUBSCRIPTIONS	5,805	1,100	0	150	0	950	13.6%
5400 INSURANCE	45,339	45,238	44,738	44,738	0	500	98.9%
5500 UTILITIES & HOUSEKEEPING	142	500	11	18	182	300	40.0%
5600 RENTS & LEASES	32,296	10,966	5,256	8,756	0	2,210	79.8%
5800 OTHER SERVICES	<u>183,642</u>	<u>189,454</u>	<u>8,383</u>	<u>14,822</u>	<u>2,250</u>	<u>172,382</u>	<u>9.0%</u>
TOTAL OTHER :	<u>\$1,192,326</u>	<u>\$1,166,096</u>	<u>\$123,405</u>	<u>\$236,303</u>	<u>\$106,692</u>	<u>\$823,101</u>	29.4%
<u>CAPITAL OUTLAY</u>							
6300 CAPITAL BOOKS & SOFTWARE	0	16,960	13,159	13,530	13,159	(9,729)	0.0%
6400 EQUIPMENT	82,431	296,038	3,797	31,342	644	0	10.8%
TOTAL CAPITAL OUTLAY :	<u>\$82,431</u>	<u>\$312,998</u>	<u>\$16,956</u>	<u>\$44,872</u>	<u>\$13,803</u>	<u>(\$9,729)</u>	18.7%
<u>TRANSFERS</u>							
7300 INTERFUND TRANSFER OUT	545,030	527,398	0	0	0	0	0.0%
7500 STUDENT FINANCIAL AID PYMT	27,546	62,823	1,960	1,960	0	0	3.1%
7600 OTHER PYMTS TO STUDENTS	<u>141,480</u>	<u>247,802</u>	<u>4,294</u>	<u>5,394</u>	<u>0</u>	<u>0</u>	<u>2.2%</u>
TOTAL TRANSFERS :	<u>\$714,056</u>	<u>\$838,023</u>	<u>\$6,254</u>	<u>\$7,354</u>	<u>\$0</u>	<u>\$0</u>	0.9%
TOTAL EXPENSE & TRANSFERS :	<u>4,876,319</u>	<u>5,247,461</u>	<u>373,580</u>	<u>998,277</u>	<u>1,687,796</u>	<u>2,789,070</u>	51.2%
REVENUE OVER EXPENSE :	<u>(\$572,732)</u>	<u>\$2</u>	<u>(\$333,182)</u>	<u>(\$951,739)</u>	<u>(\$1,687,796)</u>	<u>\$2,411,855</u>	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Restricted
 Monterey Peninsula College
 September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014				BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUE							
8100 FEDERAL	54,541	20,000	0	0	0	20,000	0.0%
8690 STATE	135,564	167,943	0	0	0	167,943	0.0%
8800 LOCAL	50,000	57,204	57,204	57,204	0	0	1.0%
TOTAL REVENUE:	\$240,105	\$245,147	\$57,204	\$57,204	\$0	\$187,943	23.3%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	8,064	6,823	452	1,428	5,158	237	20.9%
2200 INSTRUCTIONAL AIDES	47,807	68,431	7,162	12,119	71,614	(15,302)	17.7%
2300 HOURLY NON INSTRUCTIONAL	8,708	0	0	195	0	(195)	0.0%
2400 HOURLY INSTRUCTIONAL	26,581	49,899	3,408	4,934	0	44,965	9.9%
TOTAL CLASSIFIED:	\$91,160	\$125,153	\$11,022	\$18,676	\$76,772	\$29,705	14.9%
3XXX TOTAL FRINGE BENEFITS :	\$20,717	\$28,297	\$2,794	\$4,892	\$22,370	\$1,035	17.3%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	0	0	0	0	0	0	0.0%
4500 OTHER SUPPLIES	2,737	3,622	727	727	5,173	(2,278)	20.1%
4700 FOOD	12,772	18,000	2,437	2,437	15,763	(200)	13.5%
TOTAL SUPPLIES & OTHER:	\$15,509	\$21,622	\$3,164	\$3,164	\$20,936	(\$2,478)	14.6%
OTHER							
5200 TRAVEL	0	1,500	0	0	0	\$1,500	0.0%
TOTAL TRAVEL	\$0	\$1,500	\$0	\$0	\$0	\$1,500	0.0%
OTHER							
5400 INSURANCE	0	299	0	0	0	299	0.0%
5600 RENTS & LEASES	1,217	0	0	0	0	0	0.0%
5800 OTHER SERVICES	699	21,304	0	0	0	21,304	0.0%
TOTAL OTHER :	\$1,916	\$21,603	\$0	\$0	\$0	\$21,603	0.0%
SITES AND SITE IMPROVEMENTS							
6100 SITE IMPROVEMENT	\$2,693	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL IMPROVEMENT:	\$2,693	\$0	\$0	\$0	\$0	\$0	0.0%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	47,297	46,971	0	0	0	46,971	0.0%
7500 STUDENT FINANCIAL AID PYM	0	0	0	0	0	0	0.0%
TOTAL TRANSFERS:	\$47,297	\$46,971	\$0	\$0	\$0	\$46,971	0.0%
TOTAL EXPENSE & TRANSFER:	\$179,292	\$245,146	\$16,980	\$26,732	\$120,078	\$96,836	59.9%
REVENUE OVER EXPENSE :	\$60,813	\$1	\$40,224	\$30,472	(\$120,078)	\$91,107	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Unrestricted
 Monterey Peninsula College
 September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014				BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUE							
8660 Cal Early Childhood Mentor Prog	0	0	0	0	0	0	0.0%
8800 LOCAL	57,176	61,750	1,824	4,027	0	57,723	6.5%
8900 OTHER	278,132	248,823	0	0	0	248,823	0.0%
TOTAL REVENUE:	335,308	310,573	1,824	4,027	0	\$306,546	1.3%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	70,295	65,244	5,201	16,423	59,312	(10,491)	25.2%
2200 INSTRUCTIONAL AIDES	120,306	74,710	7,646	12,938	76,456	(14,684)	17.3%
2300 NON INSTRUCTIONAL TEMP	0	10,222	1,060	1,060	0	9,162	0.0%
2400 HOURLY INSTRUCTIONAL	42,923	45,229	3,427	4,918	0	40,311	10.9%
TOTAL CLASSIFIED:	\$233,524	\$195,405	\$17,334	\$35,339	\$135,768	\$24,298	18.1%
3XXX TOTAL FRINGE BENEFITS :	\$59,705	\$45,601	\$3,942	\$8,816	\$39,535	(\$2,750)	19.3%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	0	270	0	0	0	270	0.0%
4500 OTHER SUPPLIES	36	1,581	0	0	0	1,581	0.0%
TOTAL SUPPLIES & OTHER:	\$36	\$1,851	\$0	\$0	\$0	\$1,851	0.0%
OTHER							
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%
TOTAL OTHER :	\$0	\$1,403	\$0	\$0	\$300	\$1,103	0.0%
OTHER SERVICES AND EXPENSES							
5800 UNSPECIFIC	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.0%
TOTAL UNSPECIFIC	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.0%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	93,889	65,312	0	0	0	65,312	0.0%
TOTAL TRANSFERS:	\$93,889	\$65,312	\$0	\$0	\$0	\$65,312	0.0%
TOTAL EXPENSE & TRANSFER:	\$387,154	\$310,572	\$21,276	\$44,155	\$175,603	\$90,814	70.8%
REVENUE OVER EXPENSE :	(\$51,846)	\$1	(\$19,452)	(\$40,128)	(\$175,603)	\$215,732	

***** BOARD REPORT *****
COLLEGE CENTER FUND
Fund 47
Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUE								
8800 COUNTY / LOCAL	223,781	264,200	11,154	13,654		250,546	5.2%	
8860 INTEREST	1,286	0	0	0		0	N/A	
TOTAL REVENUE :	<u>\$225,067</u>	<u>\$264,200</u>	<u>\$11,154</u>	<u>\$13,654</u>		<u>\$250,546</u>	5.2%	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED								
2100 NON INSTRUCTIONAL	22,710	24,354	2,029	6,089	0	18,266	25.0%	
2300 HOURLY NON INSTRUCTIONAL	174	0	0	0	0	0	N/A	
TOTAL CLASSIFIED :	<u>\$22,884</u>	<u>\$24,354</u>	<u>\$2,029</u>	<u>\$6,089</u>	<u>\$0</u>	<u>\$18,266</u>	25.0%	
3XXX TOTAL FRINGE BENEFITS :	<u>\$6,881</u>	<u>\$7,097</u>	<u>\$592</u>	<u>\$1,774</u>	<u>\$0</u>	<u>\$5,323</u>	25.0%	
SUPPLIES & OTHER								
4500 OTHER SUPPLIES	(121)	1,150	0	101	300	750	34.8%	
TOTAL SUPPLIES & OTHER :	<u>(\$121)</u>	<u>\$1,150</u>	<u>\$0</u>	<u>\$101</u>	<u>\$300</u>	<u>\$750</u>	34.8%	
OTHER								
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	0	0	75	0.0%	
5400 INSURANCE	17,545	17,545	0	0	0	17,545	0.0%	
5500 UTILITIES & HOUSEKEEPING	122,701	146,317	2,778	11,612	56,016	78,689	46.2%	
5600 RENTS & LEASES	4,690	10,898	0	0	0	10,898	0.0%	
5800 OTHER SERVICES	5,000	5,000	0	0	0	5,000	0.0%	
TOTAL OTHER :	<u>\$150,094</u>	<u>\$181,335</u>	<u>\$2,778</u>	<u>\$11,612</u>	<u>\$56,016</u>	<u>\$113,707</u>	37.3%	
CAPITAL OUTLAY								
6400 EQUIPMENT	1,640	3,000	0	0	0	3,000	0.0%	
TOTAL CAPITAL OUTLAY :	<u>\$1,640</u>	<u>\$3,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$3,000</u>	0.0%	
TRANSFERS								
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%	
TOTAL TRANSFERS :	<u>\$280,290</u>	<u>\$47,264</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,264</u>	0.0%	
TOTAL EXPENSE & TRANSFERS :	<u>\$461,667</u>	<u>\$264,200</u>	<u>\$5,399</u>	<u>\$19,575</u>	<u>\$56,316</u>	<u>\$188,309</u>	28.7%	
REVENUE OVER EXPENSE :	<u>(\$236,600)</u>	<u>\$0</u>	<u>\$5,754</u>	<u>(\$5,921)</u>	<u>(\$56,316)</u>	<u>\$62,237</u>		

*** BOARD REPORT ***
 Parking Fund
 Fund 39
 Monterey Peninsula College
 September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUE							
8800 COUNTY / LOCAL	796,431	512,000	39,834	50,746	0	461,254	9.9%
TOTAL REVENUE:	\$796,431	\$512,000	\$39,834	\$50,746	\$0	\$461,254	9.9%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	150,426	155,712	12,926	39,578	129,260	116,134	25.4%
2300 HOURLY NON INSTRUCTIONAL	58,339	59,210	7,626	18,174	0	41,036	30.7%
TOTAL CLASSIFIED :	\$208,765	\$214,922	\$20,552	\$57,752	\$129,260	\$157,170	26.9%
3XXX TOTAL FRINGE BENEFITS :	\$56,642	\$59,451	\$4,944	\$14,685	\$37,669	\$7,097	24.7%
SUPPLIES & OTHER							
4500 OTHER SUPPLIES :	\$10,256	12,500	1,753	1,753	563	10,184	14.0%
TOTAL SUPPLIES & OTHER:	\$10,256	\$12,500	\$1,753	\$1,753	\$563	\$10,184	14.0%
OTHER							
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	501	565	1,178	3,257	0.0%
5600 RENTS & LEASES	6,881	68,200	1,544	3,330	0	64,870	4.9%
TOTAL OTHER:	\$10,131	\$73,700	\$2,045	\$3,895	\$1,178	\$68,627	5.3%
CAPITAL OUTLAY							
6400 EQUIPMENT	26,706	25,000	1,632	1,676	12,427	10,897	6.7%
TOTAL CAPITAL OUTLAY:	\$26,706	\$25,000	\$1,632	\$1,676	\$12,427	\$10,897	6.7%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	94,124	104,168	0	0	0	104,168	0.0%
TOTAL TRANSFERS:	\$94,124	\$104,168	\$0	\$0	\$0	\$104,168	0.0%
TOTAL EXPENSE & TRANSFER:	\$406,624	\$489,741	\$30,926	\$79,761	\$181,097	\$358,143	53.3%
REVENUE OVER EXPENSE :	\$389,807	\$22,259	\$8,908	(\$29,015)	(\$181,097)	\$103,111	

*** BOARD REPORT ***

Self Insurance Fund
Fund 35
Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES				
REVENUE								
8800 COUNTY / LOCAL	621,881	618,365	12,440	12,440		605,925	2.0%	
8860 INTEREST	23,857	0	0	0		0	N/A	
8900 INTERFUND TRANSFER IN	6,155,912	5,730,713	0	0		5,730,713	0.0%	
TOTAL REVENUE :	<u>\$6,801,650</u>	<u>\$6,349,078</u>	<u>\$12,440</u>	<u>\$12,440</u>		<u>\$6,336,638</u>	0.2%	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
3XXX TOTAL FRINGE BENEFITS	<u>\$6,226,982</u>	<u>\$6,292,397</u>	<u>\$434,400</u>	<u>\$1,704,577</u>	<u>\$0</u>	<u>\$4,587,820</u>	27.1%	
4500 NON-INSTRUCTIONAL SUPPLIES	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	N/A	
OTHER								
5100 CONTRACTED SERVICES	66,117	0	3,099	9,454	5,264	(14,718)	N/A	
5800 OTHER SERVICES	0	0	0	0	0	0	N/A	
TOTAL OTHER :	<u>\$66,117</u>	<u>\$0</u>	<u>\$3,099</u>	<u>\$9,454</u>	<u>\$5,264</u>	<u>(\$14,718)</u>	N/A	
INTERFUND TRANSFER OUT								
7300 TRANSFER OUT	1,418,580	1,806,681	0	0	0	1,806,681	N/A	
TOTAL EXPENSE :	<u>\$7,711,679</u>	<u>\$8,099,078</u>	<u>\$437,498</u>	<u>\$1,714,031</u>	<u>\$5,264</u>	<u>\$6,379,783</u>	21.2%	
REVENUE OVER EXPENSE :	<u>(\$910,029)</u>	<u>(\$1,750,000)</u>	<u>(\$425,058)</u>	<u>(\$1,701,592)</u>	<u>(\$5,264)</u>	<u>(\$43,145)</u>		

*** BOARD REPORT ***

Capital Projects Fund
Fund 14
Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14				UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES			
REVENUES							
8600 STATE	11,240	1,126,504	0	0		1,126,504	N/A
8800 COUNTY / LOCAL	281,162	142,901	817	1,466		141,435	N/A
8900 INTERFUND TRANSFER IN	250,000	0	0	0		0	N/A
TOTAL REVENUE :	\$542,401	\$1,269,405	817	1,466		\$1,267,939	0.1%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2300 HOURLY NON INSTRUCTION	106	0	0	0	0	0	N/A
TOTAL OTHER :	\$106	\$0	\$0	\$0	\$0	\$0	0.0%
3XXX TOTAL FRINGE BENEFITS :	\$12	\$0	\$0	\$0	\$0	\$0	0.0%
SUPPLIES							
4300 INSTRUCTIONAL SUPPLIES	11,240	0	0	0	0	0	0.0%
4500 NON-INSTRUCTIONAL SUPPLIE	12,750	6,710	576	2,824	2,695	1,191	42.1%
TOTAL OTHER :	\$23,990	\$6,710	\$576	\$2,824	\$2,695	\$1,191	0.0%
OTHER							
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	125,401	12,553	13,724	9,379	102,298	10.9%
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%
TOTAL OTHER :	\$72,816	\$494,931	\$12,553	\$13,724	\$9,379	\$171,828	4.7%
CAPITAL OUTLAY							
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	120,573	0	0	0	120,573	0.0%
TOTAL CAPITAL OUTLAY :	\$186,811	\$1,195,055	\$0	\$0	\$0	\$1,195,055	0.0%
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	636,651	795,302	0	0	0	795,302	N/A
TOTAL EXPENSE :	\$920,386	\$2,491,998	\$13,129	\$16,548	\$12,075	\$1,368,074	1.1%
REVENUE OVER EXPENSE :	\$377,984	\$1,222,593	(\$12,312)	(\$15,082)	\$12,075	\$2,163,376	

BUILDING

**Building Fund
Fund 48
Monterey Peninsula College**

September 30, 2013

BOND PROJECTS	REVISED PROJECT BUDGET	2013-14		
		PURCHASE ORDER OUTSTANDING	2013-2014 PAYMENTS	BUDGET BALANCE BUDGET-PO'S-PYMT
1. Arts Complex	\$0	2,733,756	10,849	-\$2,744,605
2. College Center Building	\$0	5,007,845	22,782	-\$5,030,626
3. Furniture & Equipment	\$1,892,407	11,069	258,224	\$1,623,114
4. Humanities, Bus Hum - Student Services Build	\$1,818,189	1,415,654	616,178	-\$213,643
5. Infrastructure 3 / Miscellaneous	\$56,657	0	781	\$55,876
6. Life Science & Physical Science	\$2,138,364	398,198	665,160	\$1,075,006
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	1,817,593	77,489	-\$1,528,166
12. PSTC Parker Flats	\$0	0	0	\$0
13. Student Services Building	\$0	0	0	\$0
14. Swing Space	\$474,467	68,938	245,810	\$159,719
15. Theater Building	\$541,245	47,781	96,612	\$396,852
16. General Institutional Bond Management	\$0	114,287	35,765	-\$150,052
Total Bond Projects	\$7,520,032	\$11,615,121	\$2,029,650	\$1,650,493
Initial Bond Funds Received 6/30/03		\$40,000,000		
County office interest Received from inception		\$5,774,241		
LAIF interest from inception		\$1,514,006		
Bond Refinancing 05-06		\$4,240,051		
Bond Funds Received 1/24/08		\$104,999,300		
Lehman Brothers Investment loss		(\$1,878,835)		
Balance Used in 13-14		(\$2,029,650)		
Balance Used in 12-13		(\$16,104,187)		
Balance Used in 11-12		(\$16,955,602)		
Balance Used in 10-11		(\$16,422,183)		
Balance Used in 09-10		(\$13,542,031)		
Balance Used in 08-09		(\$16,415,556)		
Balance Used in 07-08		(\$19,317,846)		
Balance Used in 06-07		(\$20,713,267)		
Balance Used in 05-06		(\$7,641,016)		
Balance Used in 04-05		(\$2,815,134)		
Balance Used in 03-04		(\$2,626,246)		
Balance Used in 02-03		(\$625,834)		
Available Bond Funds		\$19,440,211		

*** BOARD REPORT ***

Other Debt Service Fund Fund 29 Monterey Peninsula College

September 30, 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		
REVENUES							
8600 STATE	0	0	0	0		0	N/A
8860 LOCAL/COUNTY	544	0	0	0		0	N/A
8900 INTERFUND TRANSFER IN	275,324	275,324	137,662	137,662		137,662	50.0%
TOTAL REVENUE :	<u>\$275,868</u>	<u>\$275,324</u>	<u>\$137,662</u>	<u>\$137,662</u>		<u>\$137,662</u>	50.0%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
Transfers							
7200 LONG TERM DEBT	275,324	275,324	68,831	68,831	206,493	0	25.0%
TOTAL CAPITAL OUTLAY :	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$68,831</u>	<u>\$68,831</u>	<u>\$206,493</u>	<u>\$0</u>	25.0%
TOTAL EXPENSE :	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$68,831</u>	<u>\$68,831</u>	<u>\$206,493</u>	<u>\$0</u>	25.0%
REVENUE OVER EXPENSE :	<u>\$544</u>	<u>\$0</u>	<u>\$68,831</u>	<u>\$68,831</u>	<u>(\$206,493)</u>	<u>\$137,662</u>	

***** BOARD REPORT *****

**College Revenue Bond Interest & Redemption
Fund 46
Monterey Peninsula College**

September 30, 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
<u>REVENUES</u>							
8800 LOCAL	18,525	18,075	0	0		18,075	0.0%
8860 INTEREST	49	0	0	0		0	N/A
TOTAL REVENUE :	<u>\$18,574</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$0</u>		<u>\$0</u>	0.0%
<u>DEBT RETIREMENT</u>							
7100 DEBT RETIREMENT	18,525	18,075	16,650	16,650	1,425	0	92.1%
TOTAL DEBT RETIREMENT :	<u>\$18,525</u>	<u>\$18,075</u>	<u>\$16,650</u>	<u>\$16,650</u>	<u>\$1,425</u>	<u>\$0</u>	92.1%
TOTAL EXPENSE :	<u>\$18,525</u>	<u>\$18,075</u>	<u>\$16,650</u>	<u>\$16,650</u>	<u>\$1,425</u>	<u>\$0</u>	100.0%
REVENUE OVER EXPENSE :	<u>\$49</u>	<u>\$0</u>	<u>(\$16,650)</u>	<u>(\$16,650)</u>	<u>(\$1,425)</u>	<u>\$0</u>	

*** BOARD REPORT ***

Associated Student Fund

Monterey Peninsula College

September 30, 2013

OBJECT CLASSIFICATION	2012-13			2013-14		BALANCE DUE	PERCENT
	PRIOR YEAR ACTUAL	FORECAST BUDGET	REVISED BUDGET	CURRENT MTH REVENUE	Y-T-D REVENUE		
REVENUES							
8000	BEGINNING BALANCE	0	0	0	0	0	#DIV/0!
8001	ASMPc CARD SALES	72,503	59,000	59,000	6,130	10,378	48,622 17.6%
8005	CAFETERIA/D & L VENDING	7,163	2,119	2,119	1,387	1,387	732 65.5%
8006	INTEREST	186	155	155	0	33	122 21.4%
8010	MISCELLANEOUS	0	0	0	0	0	0 0.0%
8011	STUDENT REPRESENTATIVE FEES	14,478	11,000	11,000	1,225	2,891	8,109 0.0%
8013	BOOKSTORE CONTRACT	5,000	5,000	5,000	0	0	5,000 0.0%
8014	PRIOR YEAR ADJUSTMENT	0	0	0	0	0	0 0.0%
8015	BUS PASS	10,770	12,726	12,726	0	0	12,726 0.0%
4999	OTHER INCOME	100	0	0	0	0	0 0.0%
	TOTAL REVENUE:	\$110,200	\$90,000	\$90,000	8,742	14,690	\$75,310 16.3%
EXPENSES							
#4000 ASMPc COUNCIL							
	ASMPc COMMUNITY OUTREACH FUND	0	200	200	0	0	200.00 0.0%
	ASMPc GENERAL FUND	1,313	2,000	2,000	124	124	1,876 6.2%
	ASMPc OFFICE SUPPLIES FUND	8,787	8,200	8,200	545	919	7,281 0.0%
	ASMPc STIPEND FUND	9,020	12,700	12,700	-180	-180	12,880 -1.4%
	ASMPc STUDENT BENEFITS FUND	17,730	12,900	12,900	288	288	12,612 2.2%
#4007 STUDENT REP. COUNCIL							
	SRC STIPEND FUND	0	4,500	4,500	0	0	4,500 0.0%
	SRC GENERAL FUND	0	4,500	4,500			
#4010 ACTIVITIES COUNCIL							
	AC GENERAL FUND	9,684	16,150	16,150	550	950	
	AC PROMOTIONAL ITEM FUND	1,490	450	450	0	0	
	AC STIPENDS	1,620	1,400	1,400	0	0	
#4104 INTER CLUB COUNCIL-ICC							
	ICC CLUB ACTIVITY FUND	3,386	4,500	4,500	0	0	
	ICC COMMUNITY ACTIVITY FUND	6,719	10,500	10,500	509	509	9,991 0.0%
	ICC EQUIPMENT FUND	0	1,500	1,500	0	200	1,300 0.0%
	ICC CLUB EQUIPMENT FUND	1,085	2,000	2,000	0	-200	2,200 0.0%
	ICC SEED MONEY	3,392	7,000	7,000	0	0	7,000 0.0%
	ICC START UP FUNDS (\$200.00)	50	500	500	0	0	0 0.0%
	ICC STIPEND FUND	0	1,000	1,000			
#4105 Student Rep Fees							
	SRF Conference/workshops	3,918	0	0	0	76	
	SRF (statewide) travel Fnd.	1,441	0	0	429	821	
6560 BANK SERVICES							
	BANK CHARGES	9	0	0	0	0	
	TOTAL EXPENSES:	\$69,644	\$90,000	\$90,000	2,265	3,508	\$59,840 3.9%
	REVENUE OVER EXPENSE:	\$40,556	\$0	\$0	\$6,477	\$11,182	\$15,471
	BEGINNING BALANCE WITH Y-T-D REVENUE					92,321	
	INCOME TO DATE					14,690	
	EXPENSE TO DATE					(3,508)	
	EST. ENDING BALANCE					103,503	

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Item No. B

Fiscal Services
College Area

Proposal:

That the Governing Board authorize the Vice President for Administrative Services to enter into an agreement with the Chancellor's Office of the California Community Colleges, State of California, to participate in the Chancellor's Office Tax Offset Program (COTOP).

Background:

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

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

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

Budgetary Implications: None.

RESOLUTION: BE IT RESOLVED, that the Governing Board authorize the Superintendent/President to enter into an agreement with the Chancellor's Office of the California Community Colleges, State of California, to participate in the Chancellor's Office Tax Offset Program (COTOP).

Recommended By:

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

Prepared By:

Rosemary Barrios
Rosemary Barrios, Controller

Agenda Approval:

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

THIS CONTRACT, made and entered into on or before this first day of October, 2013, in the State of California, by and between the

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

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

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

I.

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

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

II.

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

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

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

III.

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

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

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 15, 2013. Districts may make modifications to accounts (adds/changes/deletes) until November 15, 2013. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

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

IV.

The District will:

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

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

V.

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

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

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

VI.

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

VII.

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

VIII.

Time is of the essence of this agreement.

IX.

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

X.

The term of this contract shall be from October 1, 2013 through December 20, 2014, which as defined by the Franchise Tax Board, is the end of the 2014 interagency program processing year.

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

CALIFORNIA COMMUNITY COLLEGES

By _____
Steve Bruckman Date
Executive Vice Chancellor

_____ DISTRICT
(Name of District)

By _____
(Authorized Signature) Date

(Printed Name of Signature)

(Title)

(Address)

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

Board Meeting Date

Fiscal Services

College Area

New Business Agenda Item No. C

Proposal:

Approve resolution to participate in the Monterey County Educational Delinquent Tax Finance Program, to be underwritten by Tower Capital Management.

Background:

In September 1999, the California legislature passed Assembly Bill 838 and in October 1999 the Governor signed that bill into law. This legislation authorizes local taxing agencies, like school districts, to form a Joint Powers Authority (JPA) to finance delinquent property taxes.

The District has the opportunity to continue its participation in a Joint Powers Authority (JPA) that allows us to benefit from delinquent property taxes. A single financing is being proposed for early October.

The District first participated in the JPA in June 2003. Continued participation in the JPA will bring unrestricted revenue to the district through penalties and interest on delinquent taxes.

Schools that elect to participate in this program will execute a Purchase and Sale Agreement through which they will assign their secured roll delinquent tax receivables for the fiscal years ending June 30, 2013 through 2015, to the JPA. The JPA will then sell its rights to those delinquent receivables to Tower Capital Management, that will in turn, sell bonds to banks and other large institutional investors.

Tower Capital Management, as the JPA's underwriter, bears the entire risk of non-collection of delinquent taxes and also covers all transaction costs involved in each financing. Thus, the program is risk-free and cost-free to both the district and the JPA.

Under the terms of a purchase agreement with the JPA, Tower Capital Management will pay a premium of 10% of the principal amount of delinquent tax receivables that are purchased. The premium paid to each school district is based on the district's allocable share of the county's tax levy as calculated by the Monterey County Auditor-Controller.

Budget Implications:

Monterey Peninsula College would receive an 10% premium on the sale of its tax receivables. It is estimated that Monterey Peninsula College could receive approximately \$14,412.

Information Only

Resolution: **BE IT RESOLVED**, That the attached resolution allowing Monterey Peninsula Community College District's continued participation in the Monterey County Educational Delinquent Tax Finance Program to be underwritten by Tower Capital Management, be approved.

Recommended By: Walt A. Tribely
Dr. Walter Tribley - Superintendent / President

Prepared By: Rosemary Barrios
Rosemary Barrios - Controller

Agenda Approval: Walt A. Tribely
Dr. Walter Tribley - Superintendent / President

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF TRUSTEES OF THE Monterey Peninsula Community College District APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES TO THE MONTEREY COUNTY EDUCATIONAL DELINQUENT TAX FINANCE AUTHORITY FOR FISCAL YEARS ENDING JUNE 30, 2013, 2014 AND 2015, AND AUTHORIZING EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND ACTIONS

WHEREAS, under Section 6516.6(b) of the Government Code of the State of California (the "Law"), a school district is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the school district for collection on the secured, unsecured, or supplemental property tax rolls in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

WHEREAS, the Monterey County Educational Delinquent Tax Finance Authority (the "Authority") has been formed as a joint powers authority for the purpose of purchasing delinquent *ad valorem* property taxes in accordance with Section 6516.6 of the Law upon terms and conditions which are acceptable to school districts; and

WHEREAS, under the Law the amount of property tax receipts to be reported in a fiscal year for a school district for revenue limit purposes is equal to 100% of the school district's allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the school district; and

WHEREAS, the Authority has financed the purchase of tax receivables from the District in prior fiscal years; and

WHEREAS, the Authority has requested the District to consider selling it certain delinquent tax collections arising with respect to the fiscal years ending June 30 in each of the years 2013, 2014 and 2015 (collectively, the "Tax Receivables"), at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables; and

WHEREAS, the Board wishes to take its action at this time approving the sale of the Tax Receivables to the Authority upon the same terms and conditions as the Prior Tax Receivables, and approving related documents and actions;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Monterey Peninsula Community College District as follows:

Section 1. Sale of Tax Receivables to Authority. The Board hereby approves and authorizes the sale of the Tax Receivables to the Authority, at a purchase price at least equal to 110.0% of the amount of Tax Receivables.

Section 2. Approval of Purchase and Sale Agreements. The sale of Tax Receivables shall be accomplished under a Purchase and Sale Agreement (the "Purchase and Sale Agreement") between the District and the Authority, in substantially the form executed by the District in connection with previous sales of tax receivables to the Authority.

The sale of the Prior Tax Receivables together with any changes therein or modifications thereof approved by the Superintendent/President of the District (the "Authorized Officer"). The Authorized Officer is authorized and directed to execute and deliver each such Purchase and Sale Agreement on behalf of the District, and the execution and delivery of each such Purchase and Sale Agreement by the Authorized Officer shall be conclusive evidence of the approval of any such changes and modifications. The Board hereby authorizes the delivery and performance of the Purchase and Sale Agreements.

Section 3. Official Actions. The Superintendent, the Authorized Officer and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority and the other transactions described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

President
Board of Trustees

ATTEST:

Secretary

Board of Trustees

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Agenda Item No. D

Administrative Services
College Area

Proposal:

That the Governing Board ratify the renewal agreement with Alliant Insurance Services, Inc., as the District's broker of record and consultant for the District's employee benefits programs effective December 1, 2013 and ending November 30, 2016.

Background:


The District uses an outside consultant to provide contracts review, financial/cost analysis, cost containment options and carrier renewal negotiations for its employee medical benefits programs and has contracted with Alliant Insurance Services, Inc. since December 2011. Alliant has met regularly with district staff and the Health and Welfare Cost Containment Committee (H&WCCC) to review claims experience and to investigate options for cost containment of the district's health and welfare plan.

The contract with Alliant Insurance Services is for an annual consulting fee of \$50,000. The broker also receives commissions directly from providers for prescription drug, stop loss, dental, life insurance and disability. These fees are unchanged from the previous contract as is the service guarantee, wherein up to 25% of the fee is at risk should the District become dissatisfied with "client deliverables". The contract can be terminated upon advance written notice of ninety (90) days by either party.

Budgetary Implications: The fees and compensation/commission terms remain unchanged from the previous contract.

RESOLUTION: BE IT RESOLVED, That the Governing Board ratify the renewal agreement with Alliant Insurance Services, Inc., as the District's broker of record and consultant for the District's employee benefits programs effective December 1, 2013 and ending November 30, 2016.

Recommended By:



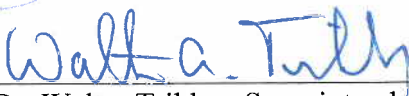
Barbara Lee, Associate Dean of Human Resources

Prepared By:



Suzanne Ammons, Administrative Assistant

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

**AMENDMENT TO AGREEMENT
BETWEEN MONTEREY PENINSULA COLLEGE AND
ALLIANT INSURANCE SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 21 day of Oct, 2013, by and between MONTEREY PENINSULA COLLEGE, hereinafter called "the College," and Alliant Insurance Services, Inc., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, the parties entered into an Agreement for the purpose of assisting the College with the management of its health and welfare benefits on December 1, 2011 and

WHEREAS, the parties wish to amend the Agreement to change the contract term, termination, and compensation provisions.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 – TERM is amended to read as follows:

The term of this AGREEMENT shall be effective from December 1, 2013 and ending 12:01 a.m. November 30, 2016 (i.e., three years), unless cancelled pursuant to termination provisions set forth herein. CLIENT shall have an option to extend this AGREEMENT for two additional one-year periods, exercisable by CLIENT by notifying ALLIANT of such extension ninety (90) days prior to the anniversary date. This AGREEMENT shall have an anniversary date each December 1, for the purpose of reviewing COMPENSATION and optional extensions.

2. Section 3 – TERMINATION is amended to read as follows:

This AGREEMENT may be cancelled by either PARTY any time upon ninety (90) days' advance written notice delivered or mailed to the other PARTY in accordance with the notice provisions set forth herein. In the event of termination or expiration of this AGREEMENT, ALLIANT will provide CLIENT with reasonable assistance in arranging a smooth transition to another broker. Except for this transition assistance, ALLIANT'S obligation to provide SERVICES to CLIENT will cease at 12:01 a.m. upon the effective date of termination or expiration.

3. Exhibit 2 – PAYMENT is amended to read as follows:

E. Payment.

The Fee shall be paid monthly, quarterly, or as otherwise agreed upon by the Parties. Payment shall be due no later than forty-five (45) days from the date of the invoice.

The Fee for Services outlined in Exhibit I is fifty thousand dollars (\$50,000) annually.

Service Guarantee

Alliant Insurance Services, Inc. is committed to delivering all Services at the highest quality levels. In recognition of that commitment to quality, we will place up to 25 percent (25%) of the Fee outlined above at risk

The categories of this Service Guarantee are:

1. Execution of client deliverables (50%) – Reimbursed if deliverables do not meet Client's satisfaction
2. Service and support (50%) – Reimbursed if service and support of Client with decision making tools, attendance at meetings, and assistance for any implementation of new benefits/products and transition of carriers do not meet Client's satisfaction.

The Client can invoke the terms of this guarantee. All categories are based solely on client satisfaction level.

In addition to the Consulting Fee, Alliant receives compensation as outlined below:

Prescription Drug

Effective January 1, 2012 MPC began participating in the Zywave purchasing coalition program with Express Scripts. Zywave's program includes compensation to Alliant of approximately \$1.00 for each processed RX claim.

Stop Loss

Alliant's commission is 2.5% of total premium.

Third Party Administration

Alliant does NOT receive compensation from Delta Health Systems (MPC's TPA)

Dental & Vision

Effective July 1, 2012 MPC began participating in ACSIG for Delta Dental and Vision Service Plan. For the ACSIG Dental program with Delta Dental, Alliant receives a program management fee of \$0.38 PEPM. Alliant waived the program management fee associated with the ACSIG vision program with Vision Service Plan.

Life Insurance

Alliant's commission is 5%.

Disability Insurance

Alliant's commission is 5%.

Over-rides

Alliant does NOT accept over-rides from the College's carriers.

4. **All other terms and conditions of the agreement dated December 1, 2011, between the College and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

MONTEREY PENINSULA COLLEGE

By: 
Vice President for Administrative Services

Date: 12/4/13

ALLIANT INSURANCE SERVICES, INC.

CHRISTINE KERNS - SENIOR VICE PRESIDENT

Name, Title - Print



Contractor's Signature

Date: 10/7/2013

XIII. TERM.

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Agenda Item No. E

Human Resources

College Area

Proposal:

That the Governing Board ratify the professional expert employment agreement with Joseph G. Bissell to serve as the Special Assistant to the Superintendent/President from October 7, 2013 through January 31, 2014, or as mutually agreed.

Background:

With two vacancies in the senior administrative team it was imperative to identify an individual who could step in and cover duties and projects without significant training. Mr. Bissell is the retired Vice President for Administrative Services and therefore has a good working knowledge of Monterey Peninsula College and the current challenges facing us. He possesses skills and qualities that will contribute to MPC's successful ability to address the current budget situation. Mr. Bissell agreed to return from October 7, 2013 through January 31, 2014 (or as mutually agreed) and relocated from his permanent residence out of the area for this period. He will be assigned duties and projects by the Superintendent/President.

The compensation was individually negotiated with Mr. Bissell and includes salary totaling \$39,900 and reimbursement for identified expenses of \$28,000. This total amount is included in the budget from salary, benefits and payroll cost savings from currently unfilled positions.

Budgetary Implications:

Included in budget.

RESOLUTION: BE IT RESOLVED, that the Governing Board ratify the attached professional expert employment agreement between Joseph G. Bissell and Monterey Peninsula College District as a Special Assistant to the Superintendent/President for the period of October 7, 2013 through January 31, 2014.

Recommended By:

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

Prepared By:

Barbara Lee
Barbara Lee, Associate Dean of Human Resources

Agenda Approval:

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

PROFESSIONAL EXPERT EMPLOYMENT AGREEMENT

October 7, 2013

This Professional Expert Employment Agreement ("AGREEMENT") is made and entered between the Monterey Peninsula Community College District ("MPC") and Joseph Bissell ("EMPLOYEE").

WHEREAS, MPC desires to obtain expert professional services for and assistance in assisting the Superintendent/President with duties and special projects as assigned; and

WHEREAS, EMPLOYEE warrants and represents to MPC that EMPLOYEE has special experience and expertise to successfully complete services required by MPC, and EMPLOYEE agrees to enter into a temporary employment agreement to perform services; and

WHEREAS, MPC has the authority to retain EMPLOYEE as a temporary employee for the performance of services, pursuant to applicable provisions of the California Education Code 88003 and the California Government Code 53060:

NOW, WHEREFORE, the parties agree as follows:

1. MPC shall employ EMPLOYEE as a professional expert to serve as a Special Assistant to the Superintendent/President for a temporary period of time commencing on October 7, 2013 and ending on January 31, 2014, or as mutually agreed.
2. EMPLOYEE shall competently and expertly perform services on behalf of MPC and such other related duties as directed by Dr. Walter Tribbley, Superintendent/-President. EMPLOYEE will exercise his best efforts in providing services to MPC during the term of this AGREEMENT. EMPLOYEE will provide services under the direction of and to the satisfaction of the SUPERVISOR.
3. EMPLOYEE shall be paid \$9,975 per month for a total salary of \$39,900. In recognition of the relocation of EMPLOYEE temporarily, EMPLOYEE shall be reimbursed a total of \$28,000 for rental expenses incurred during the period of employment. These expenses shall be reimbursed by receipt. Should total rental expenses not equal the total amount, EMPLOYEE shall be entitled to the remainder as an offset to retiree medical premiums owed to MPC.
4. EMPLOYEE shall not receive MPC health and welfare benefits as an employee under this agreement.
5. If this agreement is terminated prior to January 31, 2014, salary and expenses shall be pro-rated and disbursed as mutually agreed.
6. Compensation shall be paid in accordance with applicable laws, rules and regulations.
7. 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.

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Agenda Item No. F

Administrative Services
College Area

Proposal:

That the Governing Board approve Joseph G. Bissell, Special Assistant to the President, as authorized signatory to replace Stephen Ma, Vice President for Administrative Services, for all expenditure warrants, contracts and other official documents on behalf of Monterey Peninsula Community College District, as requested by the Monterey County Office of Education.

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 now recommends that this authorization status be updated to reflect the inclusion of the Controller to the list of individual(s) currently 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 Joseph G. Bissell, Special Assistant to the President, as authorized signatory to replace Stephen Ma, Vice President for Administrative Services, for all expenditure warrants, contracts and other official documents on behalf of Monterey Peninsula Community College District, as requested by the Monterey County Office of Education.

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

Prepared By: Suzanne Ammons
Suzanne Ammons, Administrative Services

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

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Agenda Item No. G

Administrative Services
College Area

Proposal:

That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Life and Physical Sciences Modifications Buildings 10 and 15, DSA Application No.01-111711, File No. 27-C1

Background:

According to standard procedure for public works projects, a filing of a Notice of Completions is required to be filed within the County of the project's location. Upon the Board's approval to authorize the filing of the Notice of Completion with the County, a 35 day period will follow in which sub-contractors, vendors and related material suppliers formally satisfy all liens and unpaid bills. After the 35 days, the District will release any remaining funds to the contractor minus adequate funds to satisfy outstanding issues.

Budgetary Implications: None.

RESOLUTION: BE IT RESOLVED, That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Life and Physical Sciences Modifications Buildings 10 and 15, DSA Application No.01-111711, File No. 27-C1.

Recommended By:



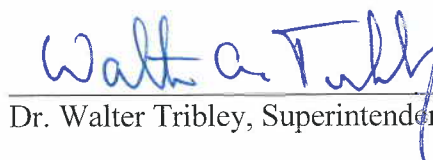
Dr. Walter Tribley, Superintendent/President

Prepared By:



Suzanne Ammons, Administrative Assistant

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Walter Tribley, Superintendent/Pres.
Name

MPC, 980 Fremont
Street Address

Monterey, CA 93940
City, State & Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE IS HEREBY GIVEN THAT:

NOTICE OF COMPLETION

- 1. The undersigned is the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the undersigned is Monterey Peninsula Community College District
- 3. The FULL ADDRESS of the undersigned is 980 Fremont St., Monterey, CA 93940
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee.
"In Fee" - Purchased

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")

- 5. Kind of work done or labor, equipment, services, or materials furnished was MPC – Life and Physical Sciences Modifications Buildings 10 and 15 Project

- 6. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

None

- 7. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work or improvement herein referred to:

NAMES

ADDRESSES

None

- 8. A work of improvement on the property hereinafter described was COMPLETED (date) August 8, 2013

The NAME OF THE ORIGINAL CONTRACTORS, if any, for such work of improvement is: Otto Construction.
(If no contractor, insert "none.")

- 10. The street address of said property is 980 Fremont Street

- 11. The property on which said work of improvement was completed is in the City of Monterey

County of Monterey, State of California, and is described as follows:

Monterey Peninsula College Campus

Date: October 24, 2013 Signature & printed name of owner named in paragraph two (Walter Tribley) * Superintendent/Pres.

I, the undersigned, say:		VERIFICATION	
I am <u>Walter Tribley</u> the <u>Superintendent/ President</u>			
(Name and signature)		(President, partner, agent, etc.)	
owner of the aforesaid interest or estate in the property described in the above notice:			
I have read the foregoing notice and know and understand the contents thereof, and the facts stated therein are true and correct. I declare under penalty of perjury that the foregoing is true and correct.			
Executed on <u>10/24/13</u> at <u>Monterey County</u> , California.			
<u>980 Fremont Street</u> , California. *		<u>Dr. Walter Tribley, Superintendent/Pres.</u>	
(Place where signed)		(Personal Signature) (Print Name)	

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

President's Office

College Area

New Business Agenda Item No. H

Proposal:

That the Governing Board hold a public hearing to receive public comments on the Board's intention to convey easements on a portion of the Marina Education Center to Marina Coast Water District (MCWD) for the purpose of installation and maintenance of potable water and sanitary sewer utilities.

Background:

At the September 25, 2013 regular meeting, the Governing Board adopted Resolution No. 2013-2014/25, a resolution of intention to convey easements to Marina Coast Water District (MCWD) on the district's property along 3rd Avenue and on the adjacent 12th Street, where the Marina Education Center's academic facilities are located. MCWD requested these easements for the installation and maintenance of potable water and sewer service to the Center.

With the adoption of a resolution of intent to convey easement, Education Code Section 81311 requires the district to hold a public hearing on the question of granting the easement not less than 10 days after adoption of the resolution.

Budgetary Implications:

None.

PUBLIC HEARING: Proposed Conveyance of Easements to Marina Coast Water District, at the Marina Education Center

Recommended By:

Walter A. Tribble
Walter Tribble, Superintendent/President

Prepared By:

Vicki Nakamura
Vicki Nakamura, Assistant to the President

Agenda Approval:

Walter A. Tribble
Walter Tribble, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

President's Office

College Area

New Business Agenda Item No. 1

Proposal:

That the Governing Board adopt the resolution to convey easements on a portion of the Marina Education Center to Marina Coast Water District (MCWD) for the purpose of installation and maintenance of potable water and sanitary sewer utilities.

Background:

At the September 25, 2013 regular meeting, the Governing Board adopted Resolution No. 2013-2014/25, a resolution of intention to convey easements to Marina Coast Water District (MCWD) on the district's property along 3rd Avenue and on the adjacent 12th Street, where the Marina Education Center's academic facilities are located. MCWD requested these easements to install and maintain potable water and sewer service to the Center. The Grants of Easement are attached (Attachment 1).

Also, under the terms of the Quitclaim Deeds from the U.S. Department of Education, during the 30 year use period, the district may not sell, lease, or transfer any interest in the Marina Education Center parcels without advance written authorization of the department. This authorization has been secured and is attached (Attachment 2).


Since the September 25th action was taken, the posting and publication requirements of the Board's intent have been met. Education Code Section 81310 authorizes the Governing Board to make a dedication of easement for the purposes of construction and maintenance of water and sewer utilities after a properly noticed public hearing.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, That Resolution No. 2013-2014/38 – Resolution to Convey Easements to Marina Coast Water District, at Marina Education Center, be approved.

Recommended By:


Walter Tribley, Superintendent/President

Prepared By:


Vicki Nakamura, Assistant to the President

Agenda Approval:


Walter Tribley, Superintendent/President

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

(Space Above For Recorder's Use)

The undersigned grantor declares:

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 2013, is made by Monterey Peninsula Community College District, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 203 (k) of the Federal Property and Administrative Services Act of 1949, as amended, Public Law 81-152, 63 Stat. 377, 40 U.S.C. Section 471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, Public Law 96-88, 93 Stat. 668, 20 U.S.C. Section 3401 et seq., Monterey Peninsula Community College District ("MPC") received the property that is the subject of this Easement ("Property") from the United States of America by Quitclaim Deed ("Government Deed"), reserving to the United States ("Government") certain exclusions, restrictions, stipulations and covenants, and burdening MPC with certain obligations, said deed dated October 18, 2004 duly recorded in the County of Monterey, Office of the County Recorder, as Document No. No. 2005090734.

B. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of a potable water main and sanitary sewer (collectively referred to as the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibits A and B attached hereto (the "Easement Property").

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the negligent actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities. Grantee shall bear sole responsibility and assume the entire cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls or other plantings, irrigation or drainage systems, or structures situated within the Easement Area that are injured, damaged, displaced, or destroyed by Grantee's use of the Easement Area.

Grantee shall have free access to said Utility and every part thereof, at all times (subject to the limitations in the paragraph below) for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

Grantee's use of the Easement Area shall not cause undue interference with or disruption of the schedule of Grantor's community college program located on the property of which the real property identified in Exhibits A and B is a part. Except in an emergency situation (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services), at least 10 days prior to entering Grantor's property, Grantee shall meet and confer with Grantor's Vice President for Administrative Services and determine a mutually agreeable schedule for Grantee's operations upon Grantor property, without unreasonable condition or delay.

In its transfer of the Property to MPC, the Government provided certain information regarding the environmental condition of the Property. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

Appendix 1 attached to this Grant of Easements consists of the Government Deed from the U.S. Department of Education conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. This Grant of Easements shall be subject to and subordinate to the terms of conditions of

the Government Deed, including but not limited to condition subsequent number two of the deed.

Executed this _____ day of _____, 2013.

GRANTOR:

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

By: _____
Name: Walter Tribley
Title: Superintendent/President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On _____ before me, _____,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledge to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person or the entity upon behalf of which person acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

Pipeline, Utility & Access Easement
Monterey Peninsula College
A.P.N. 031-251-003
City of Marina
Monterey County, California

An easement for pipeline, utility & access purposes over, under and across certain strips of land, which are more particularly described as, follows:

Situate in a portion of Parcel 3 as it is shown on that certain map recorded in Volume 27 of Surveys at Page 80 lying within the former Fort Ord Military Reservation, being within the City of Marina, County of Monterey, State of California; being more particularly described as follows:

Easement A

BEGINNING at a point on the northwesterly boundary line of said Parcel 3 from which the most southwesterly corner of said Parcel 3 bears South 16° 44' 34" West, 71.32 feet, and running thence from said Point of Beginning along said northwesterly boundary line

1. North 16° 44' 34" East for a distance of 10.00 feet; thence leaving said northwesterly boundary line
2. South 73° 15' 26" East for a distance of 15.00 feet; thence leaving said northwesterly boundary line and following along a line parallel with said northwesterly boundary line
3. South 16° 44' 34" West for a distance of 10.00 feet; thence
4. North 73° 15' 26" West for a distance of 15.00 feet to the POINT OF BEGINNING.

Containing an area of 150 square feet, more or less.

Easement B

BEGINNING at a point on the northwesterly boundary line of said Parcel 3 from which the most southwesterly corner of said Parcel 3 bears South 16° 44' 34" West, 105.66 feet, and running thence from said Point of Beginning along said northwesterly boundary line

1. North 16° 44' 34" East for a distance of 20.00 feet; thence leaving said northwesterly boundary line

Pipeline, Utility & Access Easement
Monterey Peninsula College
A.P.N. 031-251-003
City of Marina
Monterey County, California

2. South 73° 15' 26" East for a distance of 15.00 feet; thence leaving said northwesterly boundary line and following along a line parallel with said northwesterly boundary line
3. South 16° 44' 34" West for a distance of 20.00 feet; thence
4. North 73° 15' 26" West for a distance of 15.00 feet to the POINT OF BEGINNING.

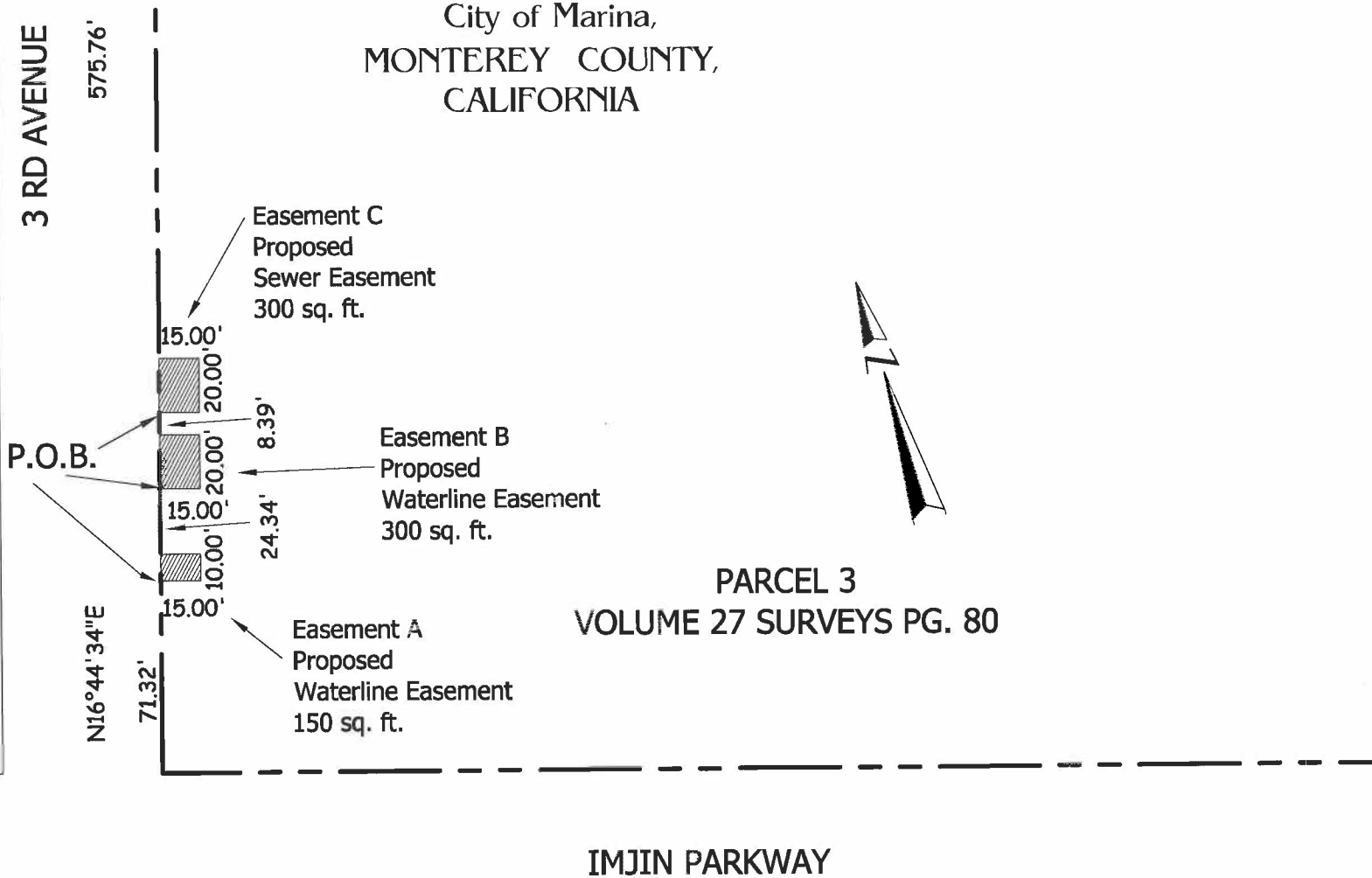
Containing an area of 300 square feet, more or less.

Lynn A. Kovach L. S. 5321
My license expires December 31, 2011



EXHIBIT

EASEMENT WITHIN Parcel 3, Volume 27 of Surveys at Page 80 City of Marina, MONTEREY COUNTY, CALIFORNIA



PREPARED BY:

POCARIS CONSULTING
P. O. BOX 1378
CARMEL VALLEY, CA 93924

SCALE: 1" = 60' VIEW: EASE2 DATE: 4-19-2011
FILE NAME: MCWD-MPC.DWG 11107

Pipeline, Utility & Access Easement
Monterey Peninsula College
A.P.N. 031-251-003
City of Marina
Monterey County, California

An easement for pipeline, utility & access purposes over, under and across a certain strip of land, which is more particularly described as, follows:

Situate in a portion of Parcel 3 as it is shown on that certain map recorded in Volume 27 of Surveys at Page 80 lying within the former Fort Ord Military Reservation, being within the City of Marina, County of Monterey, State of California; being more particularly described as follows:

Easement C

BEGINNING at a point on the northwesterly boundary line of said Parcel 3 from which the most southwesterly corner of said Parcel 3 bears South 16° 44' 34" West, 134.05 feet, and running thence from said Point of Beginning along said northwesterly boundary line

1. North 16° 44' 34" East for a distance of 20.00 feet; thence leaving said northwesterly boundary line
2. South 73° 15' 26" East for a distance of 15.00 feet; thence leaving said northwesterly boundary line and following along a line parallel with said northwesterly boundary line
3. South 16° 44' 34" West for a distance of 20.00 feet; thence
4. North 73° 15' 26" West for a distance of 15.00 feet to the POINT OF BEGINNING.

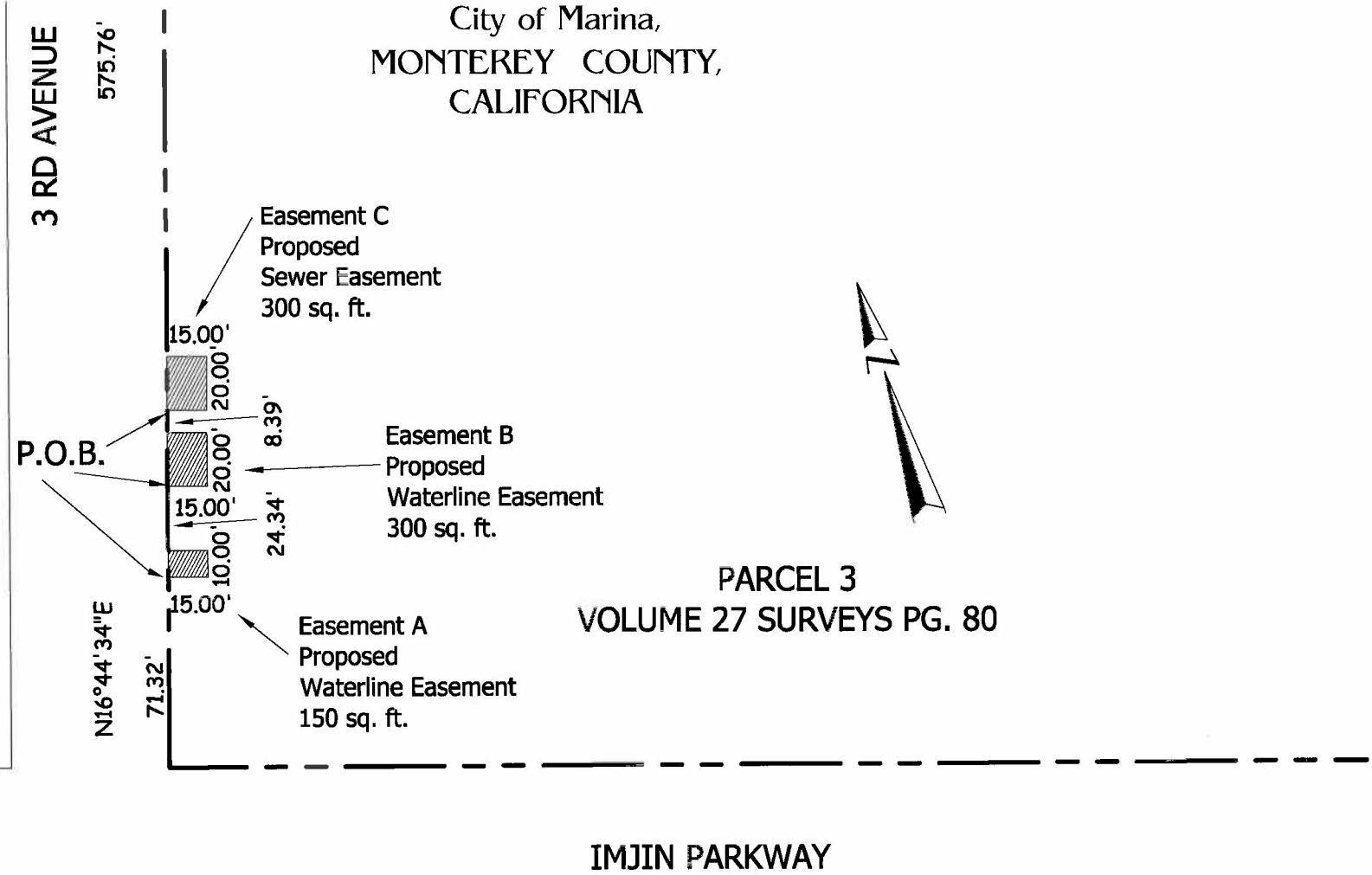
Containing an area of 300 square feet, more or less.

Lynn A. Kovach L. S. 5321
My license expires December 31, 2011



EXHIBIT

EASEMENT WITHIN Parcel 3, Volume 27 of Surveys at Page 80 City of Marina, MONTEREY COUNTY, CALIFORNIA



PREPARED BY:

POLARIS CONSULTING
P. O. BOX 1378
CARMEL VALLEY, CA 93924

SCALE: 1" = 60' VIEW: EASE2 DATE: 4-19-2011
FILE NAME: MCWD-MPC.DWG 11107

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

(Space Above For Recorder's Use)

The undersigned grantor declares:

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

GRANT OF EASEMENT

This Grant of Easement, dated this _____ day of _____, 2013, is made by Monterey Peninsula Community College District, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to agreements with the City of Marina (*Exchange of Real Property Agreement Between Monterey Peninsula College, the City of Marina and Marina Redevelopment Agency, dated February 9, 2007, and the Implementing Agreement to Accomplish the Boundary Adjustment Set Forth in the Exchange Agreement Between the Monterey Peninsula College, the Redevelopment Agency of the City of Marina and the City of Marina, dated September 13, 2010*) and the U.S. Department of Education, Federal Real Property Assistance Program, pursuant to Section 203 (k) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. Section 550 (c) *et seq.*, the Department of Education Organization Act of 1979, U.S.C. Section 3401 *et seq.*, Monterey Peninsula Community College District ("MPC") received the property that is the subject of this Easement ("Property") from the City of Marina by Quitclaim Deed ("Government Deed"), reserving to the United States ("Government") certain exclusions, restrictions, stipulations and covenants, and burdening MPC with certain obligations, said deed dated September 13, 2010, duly recorded in the County of Monterey, Office of the County Recorder, as Document No. 2010052493.

B. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of a potable water main and

sanitary sewer (collectively referred to as the “Utility”) on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit C attached hereto (the “Easement Property”).

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the negligent actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities. Grantee shall bear sole responsibility and assume the entire cost for the maintenance, repair or replacement of any trees, shrubbery, fences, walls or other plantings, irrigation or drainage systems, or structures situated within the Easement Area that are injured, damaged, displaced, or destroyed by Grantee’s use of the Easement Area.

Grantee shall have free access to said Utility and every part thereof, at all times (subject to the limitations in the paragraph below) for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

Grantee’s use of the Easement Area shall not cause undue interference with or disruption of the schedule of Grantor’s community college program located on the property of which the real property identified in Exhibit C is a part. Except in an emergency situation (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services), at least 10 days prior to entering Grantor’s property, Grantee shall meet and confer with Grantor’s Vice President for Administrative Services and determine a mutually agreeable schedule for Grantee’s operations upon Grantor property, without unreasonable condition or delay.

In its transfer of the Property to MPC, the Government provided certain information regarding the environmental condition of the Property. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information provided in Appendix 1 attached to this Grant of Easement is copied verbatim (except as discussed below) from the Government Deed conveying the Property

to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean MPC; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "MPC" has been added in parenthesis after the word "Grantee".

Executed this _____ day of _____, 2013.

GRANTOR:

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

By: _____
Name: Walter Tribley
Title: Superintendent/President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On _____ before me, _____,
personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledge to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person or the entity upon behalf of which person acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

Pipeline, Utility & Access Easement
Monterey Peninsula College
A.P.N. 031-251-003
City of Marina
Monterey County, California

An easement for pipeline, utility & access purposes over, under and across a strip of land, which is more particularly described as, follows:

Situate in a portion of 12th Street and a portion of Parcel 3 as they are shown on that certain map recorded in Volume 27 of Surveys at Page 80 lying within the former Fort Ord Military Reservation, being within the City of Marina, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at a point from which a 1" iron pipe with cap "RCE 15310" at an angle point in the northwesterly boundary of said Parcel 3, bears South 16° 44' 34" West, 56.26 feet, and running thence from said Point of Beginning

1. North 16° 44' 34" East for a distance of 13.61 feet to a point of intersection of an extension of the northwesterly boundary line of said Parcel 3 and the extension of the southwesterly boundary line of Parcel 2 as it is shown on said map recorded in Volume 27 of Surveys at Page 80; thence along said extension of the southwesterly boundary line
2. North 18° 42' 45" East for a distance of 6.39 feet; thence leaving said extension and following along a line parallel with the northerly boundary of said Parcel 3
3. South 73° 09' 35" East for a distance of 12.11 feet; thence
4. North 16° 50' 25" East for a distance of 23.81 feet; thence
5. South 73° 09' 35" East for a distance of 30.00 feet; thence
6. South 16° 50' 25" West for a distance of 23.81 feet; thence
7. South 73° 09' 35" East for a distance of 308.80 feet; thence
8. South 16° 50' 25" West for a distance of 20.00 feet; thence
9. North 73° 09' 35" West for a distance of 10.00 feet; thence
10. South 16° 50' 25" West for a distance of 31.20 feet; thence

Pipeline, Utility & Access Easement
Monterey Peninsula College
A.P.N. 031-251-003
City of Marina
Monterey County, California

11. North 73° 09' 35" West for a distance of 20.00 feet; thence

12. North 16° 50' 25" East for a distance of 31.20 feet; thence

13. North 73° 09' 35" West a distance of 321.09 feet to the POINT OF BEGINNING.

Containing an area of 8360 square feet, more or less.

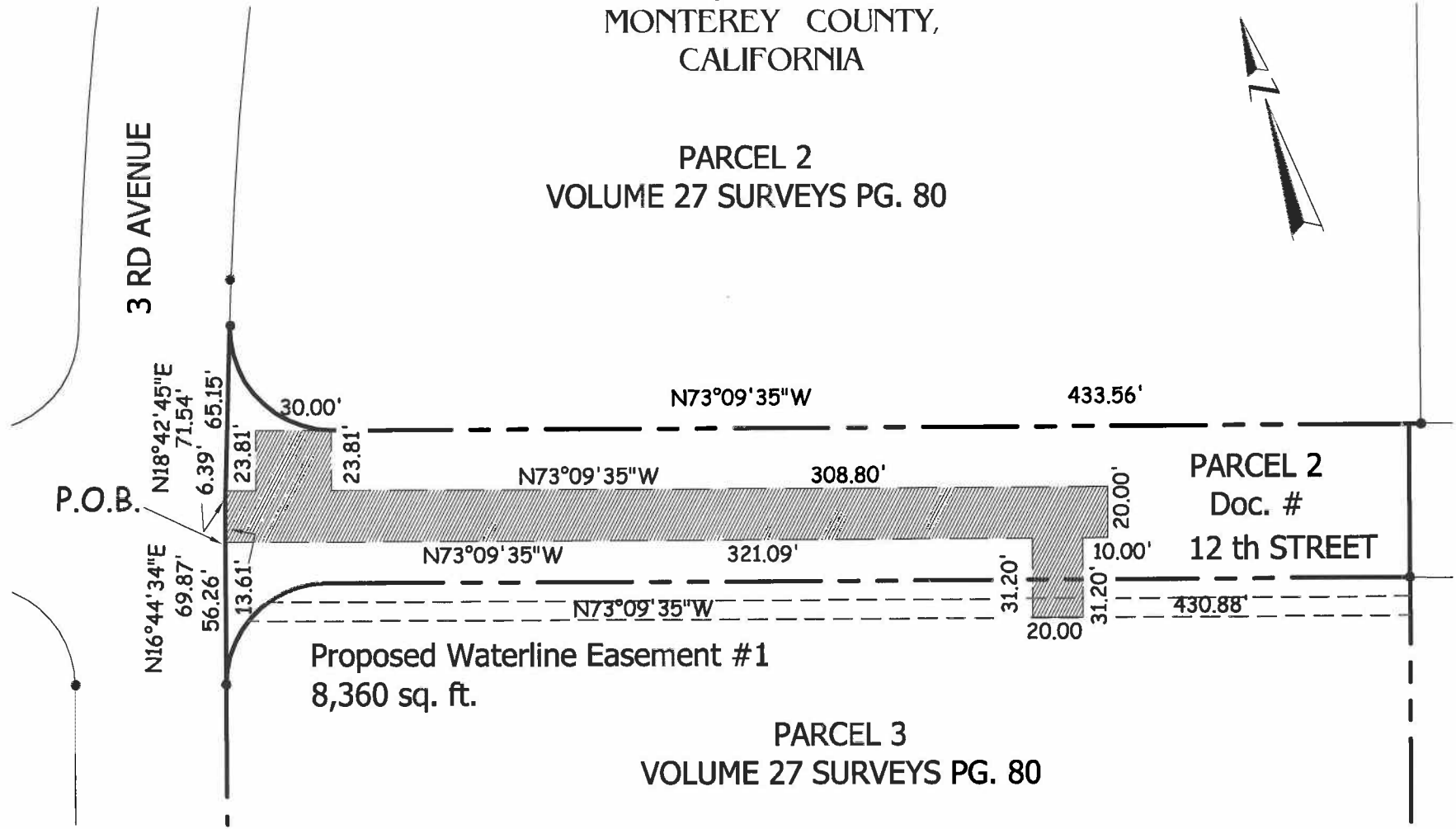
Lynn A. Kovach L. S. 5321
My license expires December 31, 2011



EXHIBIT

EASEMENT WITHIN Parcel 2. as Described in
 Document No.
 and Parcel 3 of Volume 27 Surveys at Page 80,
 City of Marina,
 MONTEREY COUNTY,
 CALIFORNIA

PARCEL 2
 VOLUME 27 SURVEYS PG. 80



Proposed Waterline Easement #1
 8,360 sq. ft.

PARCEL 3
 VOLUME 27 SURVEYS PG. 80

PARCEL 2
 Doc. #
 12 th STREET

PREPARED BY:

POLARIS CONSULTING

P. O. BOX 1378
 CARMEL VALLEY, CA 93924

SCALE: 1" = 60' VIEW: EASE1 DATE: 4-19-2011
 FILE NAME: MCWD-MPC.DWG 11107

From: Shawyer, Barbara [mailto:Barbara.Shawyer@ed.gov]
Sent: Monday, September 30, 2013 5:37 AM
To: Vicki Nakamura
Subject: RE: Request for Easement for Water/Sewer Utilities

Ms. Vicki Nakamura
Assistant to the President
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940

Dear Ms. Nakamura:

As provided under the first and second conditions subsequent of your October 18, 2004 deed from the United States of America, authorization is herewith provided for Monterey Peninsula College to enter into the draft Grant of Easements to the Marina Coast Water District that were attached to your August 30, 2013 e-mail. These documents are required for the installation and maintenance of water and sewer utilities that serve MPC's Education Center in Marina at the former Fort Ord. This authorization is granted upon condition that the Grant of Easements shall be subject and subordinate to the terms and conditions of the deed from the U.S. Department of Education (Department), including but not limited to condition subsequent number two of the deed.

Please provide the Department with copies of fully executed and recorded instruments as soon as possible.

I can be reached via e-mail or at (202) 401-0044 at your convenience if there are any questions.

Sincerely,

Barbara Shawyer

U.S. Department of Education
Federal Real Property Assistance Program
400 Maryland Avenue, SW, Room 2C123
Washington, DC 20202-4553
(202) 401-0044 -- Fax 401-0828

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

President's Office

College Area

New Business Agenda Item No. J

Proposal:

That the Governing Board approve the Settlement Agreement and Mutual Release by and between Monterey Peninsula Unified School District, Monterey Peninsula Community College District, Monterey County Office of Education, and the City of Sand City, regarding unpaid pass-through payments.

Background:

In 1987 under California redevelopment law, the City of Sand City and its Redevelopment Agency approved the redevelopment of a blighted area within the City, resulting in the assessed value of this project area being frozen. The law recognized that local taxing entities such as the District who provided services to the area would lose any growth in property tax revenue occurring from redevelopment efforts. To address this loss in added tax revenue, the law authorized redevelopment agencies to enter into agreements to pass through a portion of the additional tax revenue to the affected taxing entities. The District entered into such an agreement with the City and the Redevelopment Agency in July 1987.

In January 2011 the Governor proposed elimination of redevelopment agencies to recover property tax revenue to address the state's existing budget deficit and provide support to schools and other local agencies. This proposal was later approved as part of the 2011-12 state budget, and upheld by the California Supreme Court in December 2011. During this same time period, the District joined the Monterey County Office of Education (MCOE) and other local educational agencies to work with a consultant, Dolinka Group, to audit pass-through payments made by the redevelopment agencies and several discrepancies were discovered. In the case of the Redevelopment Agency of Sand City, Dolinka Group determined pass-through payments in accordance with the agreements from 1987 had never been made to the District or to the Monterey Peninsula Unified School District (MPUSD). Dolinka Group also determined MCOE had not received its share of statutory pass-through payments. In January 2012, the District, MCOE, and MPUSD submitted claim letters for the unpaid pass-through amounts to the Sand City Redevelopment Agency.

The dissolution of redevelopment agencies became effective in February 2012. Successor agencies were established to wind down the former redevelopment agencies and oversight boards were appointed to oversee successor agency actions. In April 2012, the Vice President for Administrative Services was appointed as the community college representative on the Oversight Board to the Sand City Successor Agency. For the past eighteen months the Vice President has participated in discussions with representatives of MCOE, MPUSD, and Sand City to resolve the claims for the unpaid pass-through amounts. In September 2013 a tentative settlement was reached among the parties.

The terms of the final settlement agreement are the same as reviewed with the Board at the September 24, 2013 Closed Session, with the District agreeing to accept \$42,172 to settle its claim for the unpaid pass-through amount of \$165,832 for the period, 1986-87 through 2011-12. The settlement amount has been listed as an enforceable obligation on the Sand City Successor Agency Recognized Obligation Payment Schedule for the period, January – June 2014, and will be paid during this timeframe, subject to State Department of Finance concurrence. The City of Sand City Successor Agency, the Oversight Board, MCOE, and MPUSD have also approved the settlement agreement.

Budgetary Implications:

The settlement amount of \$42,172.00 will be additional one-time revenue in 2013-14.

Resolution: **BE IT RESOLVED**, That the Settlement Agreement and Mutual Release by and between Monterey Peninsula Unified School District, Monterey Peninsula Community College District, Monterey County Office of Education, and the City of Sand City, regarding unpaid pass-through payments, be ratified.

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

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

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("**Settlement Agreement**") is made and entered into as of the 30th day of September, 2013 (the "**Effective Date**"), by and between the following parties:

1. Monterey Peninsula Unified School District, a California public school district ("**MPUSD**"); and
2. Monterey Peninsula Community College District, a California public community college district ("**MPC**"); and
3. Monterey County Office of Education, a California public education entity ("**MCOE**"); and
4. City of Sand City, as Successor Agency to the former Sand City Redevelopment Agency ("**Sand City SA**").

MPUSD, MPC, MCOE and Sand City SA may be referred to herein individually and/or collectively as "Party" or "Parties."

RECITALS

WHEREAS, on or about August 3, 1987, MPUSD entered into that certain Agreement for Cooperation ("**MPUSD Pass-through Agreement**") with the City of Sand City ("**City**") and the former Sand City Redevelopment Agency ("**Sand City RDA**"). A true and correct copy of the MPUSD Pass-through Agreement is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, on or about July 14, 1987, MPC entered into that certain Agreement for Cooperation with the City and the former Sand City RDA ("**MPC Pass-through Agreement**"). A true and correct copy of the MPC Pass-through Agreement is attached hereto and incorporated herein as Exhibit "B;" and

WHEREAS, Section 3.2 and Section 3.1, respectively, of the MPUSD and MPC Pass-through Agreements provide: "Upon the request of the School District the Agency shall provide as a minimum an amount equal to the projected portion of the tax revenues generated by the incremental two percent (2%) increase in the base year assessed valuation of the property within the redevelopment area during the period of the project, including any amendments" ("**Contractual Pass-through Payments**"); and

WHEREAS, provisions of the Health and Safety Code required the former Sand City RDA to make tax increment payments to MCOE as a local taxing entity within the former Sand City RDA project area ("**Statutory Pass-through Payments**");

WHEREAS, by letters dated in January 2012, MPUSD, MPC and MCOE each made a request to the former Sand City RDA for unpaid pass-through payments; and

WHEREAS, pursuant to ABX 1-26, on February 1, 2012, the former Sand City RDA was dissolved, and the City subsequently assumed the role of the Sand City SA to wind-down the operations and business of the former Sand City RDA; and

Settlement Agreement and Mutual Release

WHEREAS, the Parties have been working cooperatively to identify and reach an amicable, full and final settlement relating to the amount of any Contractual Pass-through Payments that remain due and owing to MPUSD and MPC, and Statutory Pass-through Payments due and owing to MCOE; and

WHEREAS, the Parties acknowledge that the provisions of the Health and Safety Code now require the Monterey County Auditor-Controller to make all pass-through payments, whether contractual or statutory, and that except as otherwise set forth herein, nothing in this Settlement Agreement is intended to affect or waive the rights of any of the Parties in relation to future pass-through payments.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties agree as follows:

1. **Governing Board Approval:** The Parties agree that this Settlement Agreement is contingent upon approval by each Party's governing board ("**Board**"). In the event that any Board rejects this Settlement Agreement, this Settlement Agreement shall be of no force and effect and none of the Parties shall be deemed to have waived any rights with respect to the Disputes.
2. **Settlement of Claims:** The Parties hereby agree to resolve all disputes related to the amount of pass-through payments due to MPUSD, MPC and MCOE as follows:
 - a) **MCOE Obligation.** The Sand City SA shall pay from funds it receives from the Real Property Tax Transfer Fund ("**RPTTF**") a Statutory Pass-through Payment to MCOE for fiscal years 2008/2009 thru 2010/2011 in total amount of Eighteen Thousand Eight Hundred Fifty Six Dollars (\$18,856.00) (the "**MCOE Obligation**").
 - b) **MPC Obligation.** The Sand City SA shall pay from funds it receives from the RPTTF a Contractual Pass-through Payment to MPC for fiscal years 2007/2008 thru 2010/2011 in the total amount of Forty Two Thousand One Hundred Seventy Two Dollars (\$42,172.00) (the "**MPC Obligation**").
 - c) **MPUSD Obligation.** The Sand City SA shall pay from funds it receives from the RPTTF a Contractual Pass-through Payment to MPUSD for fiscal years 2007/2008 thru 2010/2011 in the total amount of Three Hundred Ninety Thousand Six Hundred Forty One Dollars (\$390,641.00) (the "**MPUSD Obligation**").
 - d) **RPTTF.** The Sand City SA shall satisfy the MCOE Obligation, the MPC Obligation and the MPUSD Obligation (collectively, the "**LEA Obligations**") exclusively from monies it receives from its RPTTF. The Parties acknowledge that any payments from the RPTTF to the Sand City SA must be approved by the Oversight Board for the Sand City SA (the "**OB**") and the State Department of Finance ("**DOF**"). Subject to

approval of the OB, the Sand City SA shall schedule payment of the LEA Obligations as "recognized obligations" on the Recognized Obligation Payment Schedules ("**ROPS**") for the period beginning on January 1, 2014 and continuing until the LEA Obligations are paid in full.

- e) Priority of Payment. All funds received by the Sand City SA from the RPTTF shall be used to pay the enforceable obligations and administrative allowance in the following priority: (i) 2008A Bond; (ii) 2008B Bond; (iii) Administrative Expense; (iv) MCOE Obligation; (v) MPC Obligation; (vi) MPUSD Obligation; (v) SERAF; (vi) City loan. Attached hereto marked Exhibit "C" and by this reference incorporated herein is a sample schedule of payments to be shown on the next several ROPS. The Parties acknowledge that the amount to be received from the RPTTF during each of the ROPS periods shown cannot be determined at this time. Any outstanding balance of LEA Obligations will continue to be scheduled for payment after payment of the 2008A Bond, 2008B Bond and Administrative Expense in the amounts shown on Exhibit "C" until the LEA Obligations have been paid in full.

- (f) Approval of LEA Obligations. In the event funding from the RPTTF for one or more of the LEA Obligations is not approved by the OB or the DOF prior to full payment of all LEA Obligations, the Parties agree that the Sand City SA may substitute funding of the SERAF obligation and then the City loan until such LEA Obligation is subsequently approved for funding by the OB and the DOF. Notwithstanding the foregoing, in the event the State creates a deadline for repayment of Supplemental Education Revenue Augmentation Fund ("**SERAF**") loan, repayment of that portion of the SERAF loan necessary to avoid any penalty for late or non-payment by the State will take priority over payment of any then outstanding LEA Obligation.

3. **Release and Waiver of Claims:**

- a) Excepting the obligations arising out of this Settlement Agreement, each Party, on behalf of itself, and all present or former Board members, officers, employees, agents, attorneys and representatives, successors and assigns, and each of them (the "**Party Representatives**"), does hereby fully and finally settle, release, relieve, acquit and forever discharges all other Parties and their Party Representatives from any and all claims, claims for indemnification or contribution, complaints, causes of action, demands, liabilities, losses, or damages, including attorneys' fees and costs, experts' and consultants' fees and costs, whether asserted, or could have been asserted, known or unknown, which the Party or Party Representatives may now or hereafter have against any other Party and their Party Representatives, arising out of or in any way related to the matters herein.

- b) Each of the Parties hereto acknowledges that it is familiar with Section 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- c) Except as provided for specifically in this Settlement Agreement, the Parties waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of Section 1542 of the California Civil Code, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the subject matter of this Settlement Agreement. In connection with such waiver and relinquishment, the Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Settlement Agreement, but that it is the intention of each of the Parties to this Settlement Agreement to hereby fully, finally and forever waive said claims, whether known or unknown, suspected or unsuspected, which concern, arise out of, or are in any way connected with the matters set forth in this Settlement Agreement.

MPUSD

WT
MPC

Sand City SA

MCOE

- d) Except for proceedings to enforce the terms of this Settlement Agreement and proceedings related to matters not released by this Settlement Agreement, the Parties covenant and agree that at no time subsequent to the date of their respective executions of this Settlement Agreement will they file or maintain or cause or knowingly permit the filing or maintenance of, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, any charge, claim, or action of any kind, nature or character whatsoever, known or unknown, which they may now have, or have ever had, or which they may later discover, against another Party or Parties, which is based in whole or in part on any act, omission or event relating to the matters herein. The Parties agree that this Settlement Agreement shall constitute a full and complete defense to, and may be used as a basis for a permanent injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted by any of them in breach of this Settlement Agreement. Any damages suffered by any of the Parties by reason of any breach of the provisions of this Settlement Agreement by any of the other Parties shall be recoverable including attorneys' fees and costs reasonably incurred in instituting, prosecuting or defending any action, grievance, or proceeding resulting from said breach of this Settlement Agreement.

4. **No Admission of Liability:** This Settlement Agreement embodies a compromise of disputed issues and is made in good faith. The Parties understand that no Party hereto admits any negligence, breach of contract, or

any wrongdoing in connection with the matters herein referred to, and that the compromise embodied in this Settlement Agreement is not an admission of any fault, liability, or culpability by any Party.

5. **Attorneys' Fees:** Except in any proceeding to enforce this Settlement Agreement, each Party shall bear its own fees and costs.
6. **Enforcement of Settlement:** In any proceeding to enforce any rights and/or construe any obligations under this Settlement Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred, including compensation paid to experts.
7. **Authority:** Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement and that the person executing this Settlement Agreement on behalf of that Party has been properly authorized and empowered to enter into this Settlement Agreement and bind that Party hereto.
8. **Interpretation:** This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, provided that no provision of this Settlement Agreement shall be interpreted for or against a Party because that Party or Parties' legal representative drafted such provision, and that this Settlement Agreement shall be construed as if jointly prepared by the Parties.
9. **Independent Counsel:** Each of the Parties to this Settlement Agreement warrants that it has, through its representatives, carefully read and understood the terms and conditions of this Settlement Agreement, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
10. **Amendments:** No modification, waiver, or amendment to this Settlement Agreement shall be valid unless the same is in writing and executed by the Party against which the enforcement of such modification, waiver or amendment is or may be sought.
11. **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Settlement Agreement binding all the Parties hereto.
12. **Severability:** The Parties agree that should any provision of this Settlement Agreement, or any portion of any provision, be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of the provision and the Settlement Agreement shall nonetheless remain binding in effect, unless this would result in a substantial failure of consideration.
13. **Waiver:** Except as may be provided expressly in writing by each Party, no action or want of action on the part of any Party hereto at any time to exercise any rights or remedies conferred upon it under this Settlement

Agreement shall be, or shall be asserted to be, a waiver on the part of any such Party of any of its rights or remedies hereunder.

14. **Performance of Settlement:** The Parties agree to perform any further acts and execute and deliver any further documents that may reasonably be necessary to carry out the provisions of this Settlement Agreement.
15. **Entire Agreement:** There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the Parties hereto relating to the subject matter of this Settlement Agreement which are not fully expressed herein. This Settlement Agreement shall be interpreted according to its own terms, as defined in this Settlement Agreement or otherwise according to their ordinary meaning without any parol evidence. This is an integrated Settlement Agreement.

IN WITNESS HEREOF the Parties have caused this Settlement Agreement to be executed in the day and year first written above.

<p>Approved as to Form</p> <hr/> <p>DANNIS WOLIVER KELLEY Clarissa R. Canady Attorneys for Monterey Peninsula Unified District and Monterey Peninsula Community College District</p>	<p>MONTEREY PENINSULA UNIFIED SCHHOL DISTRICT</p> <hr/> <p>Leslie Codianne Superintendent</p>
	<p>MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT</p> <hr/> <p><i>Walter A. Tribley</i></p> <hr/> <p>Dr. Walter Tribley Superintendent/President</p>
	<p>MONTEREY COUNTY OFFICE OF EDUCATION</p> <hr/> <p>Dr. Nancy Kotowski Superintendent of Schools</p>
<p>Approved as to Form</p> <hr/> <p>HEISINGER, BUCK & MORRIS James G. Heisinger, Jr. Attorneys for the Sand City Successor Agency</p>	<p>SAND CITY SUCCESSOR AGENCY</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p>

EXHIBIT "A"

MPUSD PASS-THROUGH AGREEMENT

AGREEMENT FOR COOPERATION BETWEEN
THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT,
THE REDEVELOPMENT AGENCY FOR THE CITY OF SAND CITY
AND THE CITY OF SAND CITY

1. PARTIES & DATE

1.1 This agreement entered into in the City of Sand City, County Monterey, State of California, this 3rd day of AUGUST, 1987, between the Monterey Peninsula Unified School District, a Public Agency (School District), and the Redevelopment Agency for the City of Sand City, a Public Body (Agency).

2. RECITALS

2.1 Agency is proposing to undertake a program under the California Community Redevelopment Law (Health and Safety code Section 33000 et. seq.) replanning and redesign of blighted areas within the City which are stagnant, improperly utilized, and unproductive because of defective or inadequate street layout, faulty lot layout in relation to size, shape, accessibility, or usefulness, or for other causes and because the area requires replanning for reclamation or development in the interest of the general welfare because of various reasons.

2.2 The School District is in receipt of Ordinance No. 87-6, adopted by the City Council of the City of Sand City, California, on JULY 20, 1987, authorizing the redevelopment of an area within the territorial limits of the City of Sand City Redevelopment Agency for the City of Sand City.

2.3 The Redevelopment Agency for the City of Sand City has found and declared that there exists in the City of Sand City blight areas which are characterized by one or more of those conditions set forth in Sections 33031 and 33032, causing a reduction of, or lack of, proper utilization of the area to such an extent that it constitutes a serious physical, social and economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.

2.4 As defined in Section 33353.2, the School District is an affected taxing entity which had bonded indebtedness and general purpose property taxes levied on its behalf by the County of Monterey of all the property located in the proposed Redevelopment Project Area in fiscal year 1987-1988.

2.5 The California Community Redevelopment Law authorized redevelopment agencies to pay to any taxing agency with territory located within a project area other than the community which has adopted the project, any amounts of money which in the agency determination is appropriate to alleviate any financial burden or detriment caused to any taxing agency by a redevelopment project.

2.6 School District and Agency wish to enter a Cooperative Agreement between themselves to provide mutual aid and assistance in the redevelopment, development, and physical improvements in certain areas inside or outside the Project Area through the rehabilitation, construction, purchase or reconstruction of permanent or portable public school facilities and Agency and School District have a common interest in and wish to facilitate redevelopment and to provide for the cooperation of School District and Agency in carrying out the redevelopment activities, goals and objectives set forth in the Redevelopment Plan.

Now therefore in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto agree as follows:

3. AGREEMENT

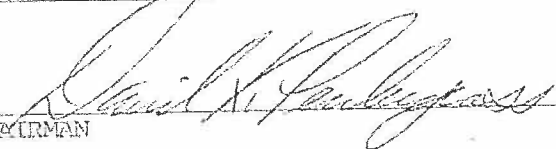
3.1 Agency and School District agree to negotiate the use of proceeds of taxes attributable to that area within the territorial limits of the School District resulting from an increase in the assessed valuation of the Project Area over the base year which would have otherwise been levied upon taxable property in the Project Area by or for the benefit of the School District and which are allocated to Agency pursuant to Section 33670 (b) (Tax Increment).

3.2 Upon the request of the School District the Agency shall provide as a minimum, an amount equal to the projected portion of the tax revenues generated by the incremental two percent (2%) increase in the base year assessed valuation of the property within the redevelopment area during the period of the project, including any amendments.


3.3 Agreement shall be binding and considered in force only if mutually agreed upon by Agency and School District.

3.4 Agency and School District shall meet at a time and place mutually agreed upon between the date of execution of this document and August 20, 1992, to begin to determine fiscal detriment and to negotiate the payment of tax proceeds if necessary to alleviate said fiscal detriment to School District from Agency.

REDEVELOPMENT AGENCY OF THE CITY OF SAND CITY


CHAIRMAN

ATTEST:


SECRETARY

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT


PRESIDENT

ATTEST:


SECRETARY

EXHIBIT "B"

MPC PASS-THROUGH AGREEMENT

AGREEMENT FOR COOPERATION BETWEEN
THE MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT,
THE REDEVELOPMENT AGENCY FOR THE CITY OF SAND CITY
AND THE CITY OF SAND CITY

1. PARTIES & DATE

1.1 This Agreement entered into in the City of Sand City, County of Monterey, State of California, this 14 day of JULY, 1987, between the Monterey Peninsula Community College District, a Public Agency (School District), and the Redevelopment Agency for the City of Sand City, a Public Body (Agency), and the City of Sand City, a Municipal Corporation (City).

2. RECITALS

2.1 Agency is proposing to undertake a program under the California Community Redevelopment Law (Health and Safety code Section 33000 et. seq.) replanning and redesign of blighted areas within the City which are stagnant, improperly utilized, and unproductive because of defective or inadequate street layout, faulty lot layout in relation to size, shape, accessibility, or usefulness, or for other causes and because the area requires replanning for reclamation or development in the interest of the general welfare because of various reasons.

2.2 The School District is in receipt of Ordinance No. 87-6, adopted by the City Council of the City of Sand City, California, on JULY 20, 1987, authorizing the redevelopment of an area within the territorial limits of the City of Sand City Redevelopment Agency for the City of Sand City.

2.3 The Redevelopment Agency for the City of Sand City has found and declared that there exists in the City of Sand City blight areas which are characterized by one or more of those conditions set forth in Sections 33031 and 33032, causing a reduction of, or lack of, proper utilization of the area to such an extent that it constitutes a serious physical, social and economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.

2.4 As defined in Section 33353.2, the School District is an affected taxing entity which had bonded indebtedness and general purpose property taxes levied on its behalf by the County of Monterey of all of the property located in the proposed Redevelopment Project Area in fiscal year 1986-1987.

2.5 The California Community Redevelopment Law authorized redevelopment agencies to pay to any taxing agency with territory located within a project area other than the community which has adopted the project, any amounts of money which in the agency determination is appropriate to alleviate any financial burden or detriment caused to any taxing agency by a redevelopment project.

2.6 School District and Agency wish to enter a Cooperative Agreement between themselves to provide mutual aid and assistance in the redevelopment, development, and physical improvements in certain areas inside or outside the Project Area and Agency and School District have a common interest in and wish to facilitate redevelopment and to provide for the cooperation of School District and Agency in carrying out the redevelopment activities, goals and objectives set forth in the Redevelopment Plan.

Now therefore in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto agree as follows:

3. AGREEMENT

3.1 Upon the request of the School District the Agency shall provide as a minimum an amount equal to the projected portion of the tax revenues generated by the incremental two percent (2%) increase in the base year assessed valuation of the property within the redevelopment area during the period of the project, including any amendments.

3.2 The City and Agency agrees to assist the School District by providing meeting and classroom space within the existing City Hall and or the proposed police and fire facility for the use of the School District. Said use to allow the School District to conduct classes, forums, lectures and other related School District activities within the City.

Both parties mutually agree to meet to determine a time schedule for the providing of the space and the times said space will be made available.

3.3 The School District to have the option as early as the fifth year from adoption of the Redevelopment Plan to open negotiations with the Agency to review and discuss fiscal detriment the plan may have caused and both parties agree to negotiate in good faith mitigation measures to eliviate said fiscal detriment.

3.4 Agreement shall be binding and considered in force only if mutually agreed upon by Agency and School District.

CITY OF SAND CITY

David H. Paulsen
MAYOR

ATTEST:

May A. Weems
CITY CLERK

REDEVELOPMENT AGENCY OF THE CITY OF SAND CITY

David H. Paulsen
CHAIRMAN

ATTEST:

May A. Weems
SECRETARY

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

Jr. [Signature] Business Manager
for PRESIDENT

ATTEST:

Zarika N. Patterson
SECRETARY

EXHIBIT "C"

SAMPLE SCHEDULE OF LEA PAYMENTS – ROPS 01/01/14 – 12/31/16

ROPS Period 1/1/14-6/30/14

2008A Bond:	\$252,981
2008B Bond:	110,325
Admin Expense:	65,329
MCOE Obligation:	18,858
MPC Obligation:	42,172
MPUSD Obligation:	390, 641

ROPS Period 7/1/14-12/31/14

2008A Bond:	\$252,981
2008B Bond:	110,325
Admin Expense:	125,000
MPUSD Obligation:	(balance of MPUSD Obligation)

ROPS Period 1/1/15-6/30/15

2008A Bond:	\$252,131
2008B Bond:	109,181
Admin Expense:	100,000
MPUSD Obligation:	(balance of MPUSD Obligation)

ROPS Period 7/1/15-12/31/15

2008A Bond:	\$252,131
2008B Bond:	109,181
Admin Expense:	100,000
MPUSD Obligation:	(balance of MPUSD Obligation)
SERAF:	525,052

ROPS Period 1/1/16-6/30/16

2008A Bond:	\$251,056
2008B Bond:	110,000
Admin Expense:	75,000
SERAF:	(balance of SERAF)

ROPS Period 7/1/16-12/31/16

2008A Bond:	\$251,056
2008B Bond:	110,000
Admin Expense:	75,000
SERAF:	(balance of SERAF)
City Loan:	(Total amount of City loan to former RDA)

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Agenda Item No. K

Academic Affairs
College Area

Proposal:

That the Governing Board reviews the Program Review report for the Business and Technology Division.

Background:

According to the Program Review procedures, which were developed by the Academic Affairs Advisory Group (AAAG), recommended by the College Council, and approved by the Superintendent/President, an information report is to be prepared for the Board meeting summarizing program reviews conducted during each academic year.

During the 2012-2013 academic year, a program review was conducted by the Business and Technology division faculty and staff. Support team members, Lyndon Schutzler, Elizabeth Bishop and Jon Knolle, met with program faculty in the fall, reviewed all materials submitted, offered suggestions, and assisted in drafting the Executive Summary.

The full program review self-study is available on the Academic Affairs webpage at: <http://mympc.mpc.edu/academics/Lists/Division%20Program%20Reviews/AllItems.aspx>


The Executive Summary report is attached for the Governing Board's review.

Budgetary Implications:

None.

INFORMATION: Program Review for the Business and Technology Division.

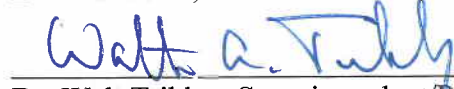
Recommended By:


Dr. Celine Pinet, Vice President, Academic Affairs

Prepared By:


Leslie Procive, Administrative Assistant IV, VP, Academic Affairs

Agenda Approval:


Dr. Walt Tribley, Superintendent/President

Business & Technology Division
2013 Program Review
Executive Summary

Reflection and assessment has become more than buzz words in academia; to a point, these words have entered the very basis for justifying the academic landscape. We, in the Career Technical Education field a recognized community college mission, have been charged with an ever increasing challenge to establish value as budgets shrink and resources are channeled to General Education. Our Business and Technology Program Review provides evidence of this challenge over the past six years; it also attempts to provide hope for the future by identifying growth areas and justification for resource allocations to support them.

As a road map to this reflection and assessment, this preamble will summarize the evidence provided in the attached documents: (Programs addressed in random order)

Cooperative Work Experience:

Prior to joining our division, this program was first within Student Services and then the Life Sciences Division; it has transition, through the efforts of Kathleen Clark, COOP Coordinator/Faculty, from a faltering program to a value added educational experience for students across disciplines within MPC. Student enrollment has been significantly improved to identify real students looking to gain both an academic learning and work experience. Serving underrepresented student populations has also been realized in this transition, as evidenced by student participation from both African American and Latino students; women enrollment has also been higher in this program than other programs at MPC.

This transition, through reflection and assessment, has also centralized Faculty Advisory to the Program Coordinator and two additional advisors within two specific trade programs. The results have been increased structure and attained outcomes for both students and the businesses that participate in COOP. This also allows for enhanced design qualities within all branding materials: Orientation material and presentation (video, online website, and on-site sessions), brochures, and student/business forms that add credibility to the program in the business community. As we look to the future for this program, it now has a foundation that will continue to experience growth connecting students to work experience opportunities that will add depth to their educational portfolio and resume.

Computer Science and Information Systems:

A recurring theme among the traditional programs within our division will begin with this department. Since our last program review, this department has seen additional retirement which now places the faculty reduction to two and one half positions; this fact when added to facility restriction of only two labs has limited growth and taxed the existing faculty with a daunting

challenge to meet student demand. Although efforts have been made over the years to facilitate access for students by scheduling evening, weekend, and Marina campus offerings, the department has really been in maintenance mode. Link this fact with aging lab computers (six years +) that no longer meet specification requirements to run current software efficiently, it is only by the exemplary effort of our PC Technicians, full-time and adjunct faculty that students rate their overall experience at MPC as exceptional. Current faculty have reflected and assessed the impact on student outcomes given these handicaps and they have determined that some key strategic inputs are required to exceed the expectations for future:

- Hire at least one new full-time instructor
- Add one new lab facility
- Create a permanent lab in Marina
- Update software and hardware curriculum
- Clarify paths for job placement and college transfer
- Add Forensic Security Program
- Increase internship opportunities for students

To support these strategies, the department continues to gather research data that shows the growth trends is momentous for computer science careers over the next twenty years; each report also shows that there will be a shortage of trained, certificated, or degreed individuals throughout the state and the country, if efforts are not made now to recruit young men and women into this career focus.

Business Skills Center:

Similar to the computer science labs, the Business Skills Center is challenged daily with utilizing computers that are seven years or older. The impact for students is software inefficiencies such as delayed load times and inability to function with the newly designed tools, such as touch screen technology or voice command. Staff reductions have also had their impact, as the loss of two staff members to short and long term illness, have not been fully replaced. The department is also anticipating additional transition over the next two years; two faculty members are considering retirement. Link these facts with the faculty student reflection and assessment that has introduced a paradigm shift to offer online instruction for designated courses to enhance student access and outcomes. Within the coming year many courses will need to be revised for the new Windows 8 OS, for the Metro interface, MS Office 2013, and for cloud applications including Google Docs.

Student success and outcomes within the Business Skills Center curriculum is directly impacted by faculty and staff access, up-to-date software and technology tools, and flexible operating hours both in lab and online. Planning for the future will require both physical and staffing

resources beyond the current allocation to ensure that student needs in an ever changing business and community environment.

Business:

The department has two full-time faculty that routinely teaches 19+ units of our core curriculum per semester; this has been an unacceptable transition as two full-time positions have not been replaced after faculty retirements. Our full-time faculty is in dire need of additional full-time faculty to enable more attention to the development and growth of the program. Our on-leave Division Office Manager failed to adequately perform most every job function, which resulted in those task either being tended to by faculty or simply going uncompleted or improperly completed. Thankfully our Temporary Office Manager has those processes under control and has provided immense relief for those affected by the previous shortfalls in support.

This five year period has been marked by shrinking budgets and an emphasis on reducing the number of sections offered while attempting to increase average class size. Robust demand for core transfer courses has helped the Business Department avoid eliminating too many sections. Where sections were reduced, we took special care to compare any reductions to the programs offered to ensure we are still offer classes in sufficient frequency for students to be able to complete programs of study in the time allotted for each program. In virtually every case we were able to alternate semester offerings where course sections were cut back without causing students to fall off of their completion schedules. Recently we have begun adding back in a small number of sections where student demand is especially strong. The decreased frequency of less demanded sections coupled with increased sections of highly demanded classes has increased the efficiency with which MPC Business produces FTES revenue.

Reflection and assessment has focused on student success and access to trending curriculum that will position them for current job placement, business creation, and future careers. It will be crucial for the MPC institution to reassess its commitment to Career Technical Education and recognize that only with equitable resource funding can we be competitive today and tomorrow.

Real Estate:

After meeting with industry experts and adjunct faculty, a new strategy has been adopted to reach competitiveness with the for profit real estate learning centers in the region and the statewide marketplace. This strategy will re-configure the curriculum from sixteen week semester courses to eight week online or hybrid courses; it will allow real estate students an opportunity to prepare to sit for the state real estate licensing exam within two semester. The prior configuration impacted student enrollment in our program, along with economic downturns, because we had an inability to compete with for profit groups which marketed their program completion timeline to four months. In a soft market, this is the prime time to change our curriculum as a positioning strategy for the next real estate market growth.

Real Estate courses will be updated during program review; during the spring semester, we offered the first courses in this format. The next step is to develop our marketing campaign to promote MPC Real Estate as a viable solution for licensing preparation at a reasonable cost in comparison with for profit groups.

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

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:

ARTC 3C, Ceramic Sculpture III
ARTS 64B, Photo-Based Printmaking II
AUTO 162, Supervised Automotive Trade Experience II
ETNC 14, Sociology of Latinos and Latinas
FREN 225A, Basic Conversational French I
PFIT 10C, Advanced Weight Training
PFIT 15C, Core Matwork III
PFIT 15D, Core Matwork IV
PFIT 17C, Yoga III
PFIT 17D, Yoga IV
PFIT 18C, Aerobic Fitness III
PFIT 18D, Aerobic Fitness IV
PFIT 19C, Body Sculpting III
PFIT 180B, Massage Lab 2
PHED 2D, Golf IV
PHED 5D, Tennis III
PHED 5E, Tennis IV
PHED 6C, Soccer III
PHED 15D, Volleyball III
PHED 15E, Volleyball IV
PHED 42C, Athletic Training Field Experience III
SIGN 1AL, Elementary ASL I Lab

SIGN 10, Structure and Culture of American Sign Language
SIGN 15, Sign Language Myths and Realities
THEA 35D, Musical Theatre Production - Experimental/Adapted
THEA 59C, Repertory Theatre - Drama
THEA 60D, Studio Theatre - Original/Experimental
THEA 64A, Rehearsal and Performance Workshop - Musical
THEA 64B, Rehearsal and Performance Workshop - Comedy
THEA 74A, Acting Workshop - Musical
THEA 74B, Acting Workshop - Drama

Recommended By:



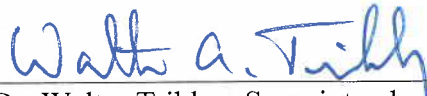
Celine Pinet, Vice President of Academic Affairs

Prepared By:



Michael Gilmartin, Dean of Instructional Planning

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

PROPOSED COURSES

ARTC 3C

Ceramic Sculpture III

3 units

6 hours studio

Justification

This new course is part of a comprehensive Art Department curriculum overhaul process that addresses the following: courses have been written and revised to address past inconsistencies and accreditation requirements, include current resources and content, and to ensure alignment and compliance with SB 1440, C-ID and other CSU transfer curriculum requirements.

Description

This course allows further investigation of sculptural concepts in clay. Topics may expand to include site-specific works, installation and process-based works, mixed media, and other non-traditional art forms. At this level, students are encouraged to pursue their own personal direction in terms of skills and conceptual development.

ARTS 64B

Photo-Based Printmaking II

3 units

6 hours studio

Justification

This new course is part of a comprehensive Art Department curriculum overhaul process that addresses the following: courses have been written and revised to address past inconsistencies and accreditation requirements, include current resources and content, and to ensure alignment and compliance with SB 1440, C-ID and other CSU transfer curriculum requirements.

Description

This course offers further study in photo-based printmaking techniques, with an increase in project complexity and scale. Emphasis is on more personal expression.

AUTO 162

Supervised Automotive Trade Experience II

1.5 units

4.5 hours lab

Justification

This new course proposal is the result of changes to the Automotive Technology Program and curriculum.

Description

This course parallels the working conditions of a professional shop. It is designed to help students further develop their brake and suspension service skills.

ETNC 14**Sociology of Latinos and Latinas****3 units****3 hours lecture****Justification**

Sociology offerings at MPC are very limited as compared to neighboring and comparable community colleges. The addition of this course will help meet MPC degree and transfer goals, adds to the formation of new Sociology TMC program strands and further solidifies compliance with SB1440.

Description

Through sociological perspectives, examines the contemporary experiences of different Latino/a groups in the U.S., focusing on regional, national, and global processes. Examines how Latino/a groups have been incorporated into and have contributed to the development of the economic, political, social, and cultural systems in the United States. Emphasizes the interconnections among social processes, group interaction, and individual identity formation. Addresses how overlapping social categories such as national origin, race, class, gender, age, and sexuality shape the lives of Latinos/as. Also offered as Sociology 14.

FREN 225A**Basic Conversational French I****2.5 units****2.5 hours lecture****Justification**

There is a demand in the community for a non-transferable French class.

Description

This course introduces students to basic patterns of French conversation in realistic situations. It provides a foundation for FREN IA.

PFIT 10C**Advanced Weight Training****0.5 to 1 unit****1.5 to 3 hours lab****Justification**

Creation of levels of courses for weight training.

Description

This course is a continuation of Physical Fitness 10B. It offers advanced weight training exercises and routines for developing and maintaining muscular tone, strength, and endurance.

PFIT 15C**Core Matwork III****0.5 to 1 unit****2 to 3 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Physical Fitness 15B. It continues the study of body conditioning based on the method of Joseph Pilates at an intermediate/advanced level. Designed for varying fitness levels and abilities, Pilates is a system of strengthening and stretching exercises that tone muscles, provide flexibility and balance, improve posture, and promote stress reduction.

PFIT 15D**Core Matwork IV****0.5 to 1 unit****2 to 3 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Core Matwork III. It continues the study of body conditioning based on the method of Joseph Pilates at an advanced level. Designed for varying fitness levels and abilities, Pilates is a system of strengthening and stretching exercises that tone muscles, provide flexibility and balance, improve posture, and promote stress reduction.

PFIT 17C**Yoga III****0.5 to 1 unit****2 to 3 hours lab****Justification**

To meet new repeatability guidelines.

Description

A continuation of Yoga II, this course offers students the principles and practices of yoga at an intermediate/advanced level. Through the practice of poses or asanas and breathing techniques, students increase flexibility and strength, promote mindfulness and relaxation, and reduce stress. Appropriate for varying fitness levels and abilities.

PFIT 17D**Yoga IV****0.5 to 1 unit****2 to 3 hours lab****Justification**

To meet new repeatability guidelines.

Description

A continuation of Physical Fitness 17C, this course offers students the principles and practices of yoga at an advanced level. Through the practice of poses or asanas and breathing techniques, students increase flexibility and strength, promote mindfulness and relaxation, and reduce stress. Increases flexibility and strength, promotes mindfulness and relaxation, and reduces stress. Applicable for varying fitness levels and abilities.

PFIT 18C**Aerobic Fitness III****0.5 to 1 unit****2 to 3 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Physical Fitness 18B. It covers intermediate/advanced aerobic exercises and dance routines to music applicable for varying fitness levels and abilities.

PFIT 18D**Aerobic Fitness IV****0.5 to 1 unit****2 to 3 hours lab****Justification**

To meet new repeatability guidelines

Description

This course is a continuation of Aerobic Fitness III. It offers advanced aerobic exercises and dance routines to music appropriate for varying fitness levels and abilities.

PFIT 19C**Body Sculpting III****0.5 units****2 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Physical Fitness 19C designed for varying fitness abilities and levels. Students are introduced to intermediate/advanced muscle resistance exercises and flexibility activities with an emphasis on proper technique and alignment. Students improve muscle endurance, core strength, and functional movement.

PFIT 180B**Massage Lab 2****1 to 2 units****3 to 6 hours lab****Justification**

Students with widely varying levels of massage and business skills enroll in PFIT 180A. Some students who enroll in one unit will need to take an additional unit in order to complete all the course objectives and content. In order to earn the Massage Practitioner certificate issued by the massage program, students must complete PFIT 63, PFIT 82, PFIT 83, and 50 additional hours of massage called the “practicum.” Students can complete all or a portion of the practicum outside MPC on their own, or they can complete all or a portion of the practicum in PFIT 180A and PFIT 180B, an arrangement some students prefer since the courses provide a supervised setting and students can use the program equipment. However, because PFIT 180A and PFIT 180B depend on a “clientele” that has declined significantly in numbers in recent years, students may need to enroll in the courses for a maximum of four units if they want to complete the 50 hours of practicum in the Lab.

Description

Course includes mentoring students in PFIT 180A, refining and integrating massage skills, and conducting all business activities necessary for operation of lab. Students who do not attend class orientation during the first week will be dropped. May be taken for a maximum of two units.

PHED 2D**Golf IV****1 unit****3 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Golf III. This course is designed for advanced golfers. Topics covered include swing technique for various types of golf shots, course etiquette, and course management at an advanced level.

PHED 5D**Tennis III****1 unit****4 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Tennis II. Students refine intermediate tennis skills and learn intermediate/advanced techniques and strategies in singles and doubles.

PHED 5E**Tennis IV****1 unit****4 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Tennis III. It includes physical conditioning for competitive play, continued advanced development of power and control in all ground strokes and serves, advanced offensive and defensive tactics, mental preparation for greater success, and performance under pressure. Students engage in competitive singles and doubles play.

PHED 6C**Soccer III****0.5 units****1.5 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Soccer II. Students learn advanced offensive and defensive soccer skills and strategy, including advanced concepts for team play.

PHED 15D**Volleyball III****1 unit****4 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Volleyball II. Students develop intermediate/advanced skills and strategies in volleyball.

PHED 15E**Volleyball IV****1 unit****4 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Volleyball III. Students learn advanced skills and strategies for competitive volleyball.

PHED 42C**Athletic Training Field Experience III****2 units****6 hours lab****Justification**

To meet new repeatability guidelines.

Description

This course is a continuation of Athletic Training Field Experience II. Students learn additional athletic training skills such as therapeutic exercises and rehabilitation progressions. These skills are applied in the training room and during athletic contests.

SIGN 1AL**Elementary ASL I Lab****1 unit****3 hours lab****Justification**

Those currently enrolled in SIGN 1A need additional practice time; those who have completed 1A but must wait for one or more semesters before SIGN 2A or 2B are available also need a practice class.

Description

This course is designed to promote competency in the conversational use of American Sign Language and to increase fluency by reinforcing previously learned materials and by expanding vocabulary and patterns of discourse. The course emphasizes the practical application of the language in everyday life situations and current events at the novice to intermediate level. This course is also available for students who have taken SIGN 1A and want to continue to improve their skills.

SIGN 10**Structure and Culture of American Sign Language****3 units****3 hours lecture****Justification**

This class will be of interest to a wide range of students, including professionals (such as interpreters and teachers' aides) seeking Continuing Education Units, people who know ASL but do not know about linguistics, people who are familiar with linguistics and would like to know more about the structure of ASL, and people who are interested in knowing more about linguistics, ASL, and Deaf culture. It would be the only course of its kind on the central coast, and because it is offered as a distance ed class it is likely to draw many students from outside the area.

Description

This course offers linguistic study of the structure of American Sign Language (ASL) and the culture of Deaf Americans. Topics include phonology, morphology, and syntax of ASL, language and identity, language policy, cross-linguistic aspects of signed languages, and ASL literature. No previous knowledge of ASL or linguistics is required. Also offered online.

SIGN 15**Sign Language Myths and Realities****1 unit****1 hour lecture****Justification**

Many students who take beginning American Sign Language are unprepared for the unique challenges of learning this visual language. Other students may be interested in knowing more about ASL and Deaf culture, but do not want to start with a 5-unit language course. This course is designed to give those students a gentle introduction to ASL so they can be better prepared to succeed and/or make a well-informed choice about studying the language. High school students in particular may be interested in finding out more about ASL in order to make an informed decision about how to satisfy language requirements. Those who go on to take ASL will be better prepared and more likely to succeed.

Description

This course explores concepts related to the study of American Sign Language. Topics include history and culture of ASL, perspectives on disability and Deafness, an overview of the structure of signed languages, and best practices for learning signed languages.

THEA 35D**Musical Theatre Production - Experimental/Adapted****3 units****9 hours lab****Justification**

This course will be part of a "family" of musical theatre performance series. Once accepted, it will replace THEA 35.

Description

This course approaches the staging applications and techniques for singing and acting in an experimental or adapted-style musical theatre production.

THEA 59C**Repertory Theatre - Drama****3 units****9 hours lab****Justification**

Theatre 59C - Repertory Theatre - Original/Experimental - will be part of a unified "family" of courses specific to genre in repertory performance. The sequencing will adhere to previously created course families and will assist in tracking course completion and student success.

Description

This course offers participation in a simultaneous cycle of original and/or experimental plays/play productions. Students learn versatility while performing a number of roles in a short period of time. Assignments may include acting, crew work, stage craft, and house and stage management.

THEA 60D**Studio Theatre - Original/Experimental****3 units****9 hours lab****Justification**

To streamline and group theatre productions into more functional and trackable families of courses. Once adopted, these courses will supplant currently listed production courses THEA 60 - 63.

Description

This course provides instruction and supervised participation in rehearsal and performance elements and techniques for an original or experimental production in an intimate, black-box-scale venue.

THEA 64A**Rehearsal and Performance Workshop - Musical****2 units****6 hours lab****Justification**

To create and simplify offerings in rehearsal and performance workshops from what is currently offered by creating a single family of courses.

Description

This is a laboratory workshop that addresses current techniques and practices in rehearsal and performance standards as they relate to the production and performance of a musical play.

THEA 64B**Rehearsal and Performance Workshop - Comedy****2 units****6 hours lab****Justification**

To create and simplify offerings in rehearsal and performance workshops from what is currently offered by creating a single family of courses.

Description

This is a laboratory workshop that addresses current techniques and practices in rehearsal and performance standards as they relate to the production and performance of a comedy play.

THEA 74A**Acting Workshop - Musical****1 to 3 units****3 to 9 hours lab****Justification**

This course is designed to align and support THEA 64A - Rehearsal and Performance Workshop - Musical.

Description

This is an intensive and interactive course in providing solutions to acting styles, techniques, and problems specific to the performance of musical workshop productions.

THEA 74B**Acting Workshop - Drama****1 to 3 units****3 to 9 hours lab****Justification**

This courses is designed to align and support THEA 64B - Rehearsal and Performance Workshop - Comedy.

Description

This is an intensive and interactive course in providing solutions to acting styles, techniques and problems specific to the performance of comedy workshop productions.

Monterey Peninsula Community College District

Governing Board Agenda

October 23, 2013

New Business Agenda Item No. M

Superintendent/President
College Area

Proposal:

To review the attached Calendar of Events.

Background:

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

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

Budgetary Implications:

None.

INFORMATION: Calendar of Events.

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:

Shawn Anderson

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

Agenda Approval:

Walter Tribley

Dr. Walter Tribley, Superintendent/President

MPC Governing Board 2013-2014 Calendar of Events

OCTOBER, 2013

Wednesday, October 23 Regular Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session - Stutzman Room
3:00pm: Regular Meeting - Sam Karas Room

NOVEMBER, 2013

Monday, November 11 Veterans' Day Holiday
Wednesday, November 20* Regular Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session - Stutzman Room
3:00pm: Regular Meeting - Sam Karas Room
*Date changed to 3rd Wednesday due to Thanksgiving holiday
Thurs-Fri, November 28-29 Thanksgiving Holiday

DECEMBER, 2013

Wednesday, December 11 Regular Annual Organizing Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session - Stutzman Room
3:00pm: Annual Organizing Meeting and Swearing-In Ceremony
*Date changed due to MCOE rules for annual organizing meetings
Mon-Fri, December 16-20 Finals Week; Fall Semester ends December 19
Monday, December 24 –
Wednesday, January 1 Winter Break

JANUARY, 2014

Wednesday, January 2 Early Spring Session Begins
Monday, January 20 Martin Luther King Day Holiday
Wednesday, January 22 Regular Board Meeting – Marina Education Center
1:30pm: Closed Session, 3:00pm: Open Session
Tuesday, January 28 Early Spring Session Ends
Wed-Thur, January 29-30 Flex Days

FEBRUARY, 2014

Monday, February 3 Spring Semester Begins
Friday, February 14 Lincoln Day Holiday
Monday, February 17 Washington's Day Holiday
Wednesday, February 26 Regular Board Meeting – Public Safety Training Center, Seaside
1:30pm: Closed Session, 3:00pm: Open Session

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

MPC Governing Board 2013-2014 Calendar of Events

APRIL, 2014

Tues-Sat, April 1-5
Wednesday, April 23

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

MAY, 2014

Monday, May 26
Wednesday, May 28

Memorial Day Holiday
Regular Board Meeting, MPC Library & Technology Center
1:30pm: Closed Session - Stutzman Room
3:00pm: Regular Meeting - Sam Karas Room

JUNE, 2014

Thursday, June 5
Thursday, June 5
Thursday, June 5
Thursday, June 5
Friday, June 6
Saturday, June 7
Saturday, June 7
Saturday, June 7
Monday, June 16
Wednesday, June 25

Spring Semester Ends
*Fire Academy Ceremony (date and other details to be confirmed)
*Latino Ceremony, 6:00pm – LF103 (date and location to be confirmed)
*Asian Student Assn Ceremony (date and other details to be confirmed)
*Kente Ceremony, 7:00pm- MU101 (date and location to be confirmed)
Faculty Retirement Breakfast, 8:30am (location to be confirmed)
Commencement, 12:00pm – Amphitheatre (line-up at 11:30am in Gym)
Nurse Pinning Ceremony, 3:00pm – Amphitheatre
Summer Session Begins
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
Wednesday, July 23

Friday, July 25

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