

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. A

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2013-2014 Monthly Financial Reports for the period ending June 30, 2014.


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 June 30, 2014, be accepted.

Recommended By: 
C. Earl Davis, Interim Vice President for Administrative Services

Prepared By: 
Rosemary Barrios, Controller

Agenda Approval: 
Dr. Walter Tribley, Superintendent/President

Monterey Peninsula College
Fiscal Year 2013-14
Financial and Budgetary Report
June 30, 2014

Enclosed please find attached the financial reports for the month ending June 30, 2014 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 June 30, 2014 is \$43,096,730 which is 92.6% of the operating budget for this fiscal year. Expenditures year-to-date total \$43,662,435 which is 97.2% of the operating budget for this fiscal year, for a net difference of -\$565,705.

Actual Revenue and Expense on the financial reports are prior to year-end closing entries at 6/30/14.

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

Revenues

- The June apportionment payment was posted this month for \$160,663.
- Fourth Quarter EPA funds were received of \$1.7M.
- Property taxes received this month of \$184K
- Other local revenue received this month include: student fees and charges

Expenditures

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

Debt Service Fund

- The District paid off the lease with Sun Trust Leasing Services in March for the Siemens Energy Conservation Project. No additional expenditures will be reflected in this fund this fiscal-year.

Self Insurance Fund

- Self Insurance expenses are at 104.6% of budgeted expenditures. The expenditure amount is 8.8% more 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 \$25,539,358 including bond cash of \$12,891,576 and \$12,647,782 for all other funds. Operating funds cash is \$4,749,042. Cash balance in the General Fund is at \$3.9M for the month ending June 30, 2014. This is sufficient cash to make month end payroll and accounts payable.

Monterey Peninsula Community College

Monthly Financial Report

June 30, 2014

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>6/30/2014</u>
General - Unrestricted	\$3,895,081	\$38,614,399	\$38,500,756	\$4,008,724	\$36,310,360	\$37,287,800	1,326,804	94.0%	100.3%	\$3,909,908
General - Restricted	0	6,591,446	6,591,446	0	5,159,606	5,050,958	95,491	78.3%	78.1%	0
Child Dev - Unrestricted	0	310,573	310,572	0	223,105	284,206	300	71.8%	91.6%	3,893
Child Dev - Restricted	0	264,326	264,326	0	286,187	459,860	4,392	108.3%	175.6%	0
Student Center	226,052	264,200	264,200	226,052	211,283	139,502	12,170	80.0%	57.4%	303,999
Parking	62,380	512,000	489,741	84,639	906,189	440,109	0	177.0%	89.9%	531,242
Subtotal Operating Funds	\$4,183,513	\$46,556,944	\$46,421,041	\$4,319,415	\$43,096,730	\$43,662,435	\$1,439,157	92.6%	97.2%	\$4,749,042
Self Insurance	8,328,770	6,349,078	8,099,078	6,578,770	6,549,371	8,462,415	9,971	103.2%	104.6%	6,580,793
Capital Project	1,985,066	1,492,827	2,715,420	762,473	1,040,371	2,543,770	185,749	69.7%	100.5%	430,441
Building	25,811,907	50,000	7,520,032	18,341,875	56,960	13,654,345	2,904,094	113.9%	220.2%	12,891,576
Debt Service	52,963	275,324	275,324	52,963	1,330,170	1,383,121	68,831	483.1%	527.4%	12
Revenue Bond	21,768	18,075	18,075	21,768	18,559	18,075	0	102.7%	100.0%	22,253
Associated Student	92,451	90,000	90,000	92,451	95,411	59,017	0	106.0%	65.6%	154,820
Financial Aid	17,745	5,300,000	5,300,000	17,745	3,870,738	3,870,738	0	73.0%	73.0%	113,380
Scholarship & Loans	272,948	2,531,700	2,531,700	272,948	2,199,478	2,208,854	0	86.9%	87.2%	192,781
Trust Funds	---	469,102	469,102	---	645,665	501,787	0	137.6%	107.0%	379,773
Orr Estate	37,302	13,000	28,000	22,302	7,474	12,945	0	57.5%	46.2%	24,487
Total all Funds	\$40,804,433	\$63,146,050	\$73,467,772	\$30,482,710	\$58,910,927	\$76,377,503	\$4,607,802	93.3%	110.2%	\$25,539,358

*ACTUAL REVENUE and EXPENSE are prior to closing entries.

*** BOARD REPORT ***

GENERAL FUND (Unrestricted)

Fund 01

Monterey Peninsula College

June 30, 2014

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	1,000	2,133	8,567	19.9%	
8600 STATE	14,426,966	18,129,982	1,768,703	13,882,142	4,247,840	76.6%	
8800 COUNTY / LOCAL	19,679,135	17,928,415	378,894	19,880,783	(1,952,368)	110.9%	
8900 INTERFUND TRANSFER IN	2,055,231	2,545,302	0	2,545,302	0	N/A	
TOTAL REVENUE :	<u>\$36,164,373</u>	<u>\$38,614,399</u>	<u>\$2,148,597</u>	<u>\$36,310,360</u>	<u>\$2,304,039</u>	94.0%	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	UNENCUMBERED BALANCE	PERCENT	
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	6,060,460	6,140,547	563,359	6,238,640	(98,093)	101.6%	
1200 NON TEACHER SALARIES	2,631,772	2,806,470	241,384	2,784,909	21,562	99.2%	
1300 HOURLY TEACHER	4,980,447	5,072,605	198,483	5,389,858	(317,253)	106.3%	
1400 OTHER HOURLY SALARIES	279,078	328,489	23,113	289,860	38,629	88.2%	
TOTAL CERTIFICATED :	<u>\$13,951,757</u>	<u>\$14,348,111</u>	<u>\$1,026,340</u>	<u>\$14,703,266</u>	<u>(\$355,155)</u>	102.5%	
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	5,813,001	5,885,060	468,509	5,695,904	189,156	96.8%	
2200 INSTRUCTIONAL AIDES	791,944	879,363	63,719	851,754	27,609	96.9%	
2300 HOURLY NON INSTRUCTIONAL	405,114	353,701	37,796	395,578	(41,877)	111.8%	
2400 HOURLY INSTRUCTIONAL	590,772	660,932	49,474	680,789	(19,857)	103.0%	
	<u>\$7,600,831</u>	<u>\$7,779,056</u>	<u>\$619,498</u>	<u>\$7,624,025</u>	<u>\$155,031</u>	98.0%	

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

GENERAL FUND (Unrestricted) continued

Fund 01

Monterey Peninsula College

June 30, 2014

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>\$4,434,397</u>	<u>\$179,546</u>	<u>\$3,880,785</u>	<u>\$61,172</u>	<u>\$492,441</u>	88.9%
<u>SUPPLIES & OTHER</u>							
4300 INSTRUCTIONAL SUPPLIES	218,522	235,636	23,201	221,609	6,480	7,547	96.8%
4500 OTHER SUPPLIES	459,186	343,417	46,022	407,594	71,306	(135,483)	139.5%
4700 FOOD	3,695	3,773	1,332	3,274	0	499	86.8%
TOTAL SUPPLIES & OTHER :	<u>\$681,403</u>	<u>\$582,826</u>	<u>\$70,554</u>	<u>\$632,476</u>	<u>\$77,786</u>	<u>(\$127,436)</u>	121.9%
5100 CONTRACTED SERVICES	1,644,457	2,432,263	90,566	1,740,519	673,840	17,904	99.3%
5200 TRAVEL	157,447	158,691	18,172	147,562	2,210	8,919	94.4%
5300 DUES AND SUBSCRIPTIONS	174,359	173,701	0	167,592	0	6,109	96.5%
5400 INSURANCE	420,108	276,044	(14,833)	309,859	0	(33,815)	112.2%
5500 UTILITIES & HOUSEKEEPING	1,222,714	1,278,939	80,081	1,135,144	316,493	(172,698)	113.5%
5600 RENTS & LEASES	595,850	628,501	25,924	504,556	34,503	89,442	85.8%
5700 LEGAL AND AUDIT	88,173	227,400	61,994	212,122	117,140	(101,862)	144.8%
5800 OTHER SERVICES	343,866	457,834	11,448	221,389	41,457	194,988	57.4%
TOTAL OTHER :	<u>\$4,646,974</u>	<u>\$5,633,373</u>	<u>\$273,351</u>	<u>\$4,438,744</u>	<u>\$1,185,642</u>	<u>\$8,987</u>	99.8%
<u>CAPITAL OUTLAY</u>							
6200 BUILDING IMPROVEMENT	27,595	27,601	3,711	23,015	801	3,785	86.3%
6300 CAPITAL BOOKS & SOFTWARE	98,495	61,500	0	59,481	1,404	616	99.0%
6400 EQUIPMENT	61,309	52,118	8,969	50,304	0	1,814	96.5%
TOTAL CAPITAL OUTLAY :	<u>\$187,399</u>	<u>\$141,219</u>	<u>\$12,679</u>	<u>\$132,799</u>	<u>\$2,205</u>	<u>\$6,215</u>	95.6%
<u>TRANSFERS</u>							
7300 INTERFUND TRANSFER OUT	5,917,263	5,581,775	435,000	5,875,704	0	(293,929)	105.3%
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>\$435,000</u>	<u>\$5,875,704</u>	<u>\$0</u>	<u>-\$293,929</u>	105.3%
TOTAL EXPENSE & TRANSFERS :	<u>37,171,507</u>	<u>38,500,757</u>	<u>2,616,968</u>	<u>37,287,800</u>	<u>1,326,804</u>	<u>(113,847)</u>	100.3%
REVENUE OVER EXPENSE :	<u>(\$1,007,134)</u>	<u>\$113,642</u>	<u>(\$468,371)</u>	<u>(\$977,440)</u>	<u>(\$1,326,804)</u>	<u>\$2,417,886</u>	

*** BOARD REPORT ***

GENERAL FUND (Restricted)

Fund 01

Monterey Peninsula College

JUNE 30, 2014

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	2,402,971	127,759	1,666,433	0	736,538	69.3%
8600 STATE	2,236,054	3,266,836	1,542	2,839,087	0	427,749	86.9%
8800 COUNTY / LOCAL	602,369	854,391	35,773	654,086	0	200,305	76.6%
8900 INTERFUND TRANSFER IN	0	67,248	0	0	0	67,248	0.0%
TOTAL REVENUE :	<u>\$4,303,587</u>	<u>\$6,591,446</u>	<u>\$165,073</u>	<u>\$5,159,606</u>	<u>0</u>	<u>\$1,431,840</u>	78.3%
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	1,065,411	87,386	1,004,775	0	60,636	94.3%
1300 HOURLY TEACHER	41,950	42,803	1,280	44,285	0	(1,482)	103.5%
1400 OTHER HOURLY SALARIES	231,180	327,826	26,152	283,603	0	44,223	86.5%
TOTAL CERTIFICATED :	<u>\$1,267,669</u>	<u>\$1,436,040</u>	<u>\$114,818</u>	<u>\$1,332,663</u>	<u>\$0</u>	<u>\$103,377</u>	92.8%
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	567,052	580,081	39,663	544,176	0	35,905	93.8%
2300 HOURLY NON INSTRUCTIONAL	366,065	402,868	43,866	410,643	0	(7,775)	101.9%
2400 HOURLY INSTRUCTIONAL	179,325	243,881	26,216	193,188	0	50,693	79.2%
TOTAL CLASSIFIED :	<u>\$1,112,442</u>	<u>\$1,226,830</u>	<u>\$109,745</u>	<u>\$1,148,007</u>	<u>\$0</u>	<u>\$78,823</u>	93.6%

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

JUNE 30, 2014

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>\$421,866</u>	<u>\$32,562</u>	<u>\$391,676</u>	<u>\$0</u>	<u>\$30,190</u>	<u>92.8%</u>
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	25,108	158,439	18,906	68,484	2,605	87,350	44.9%
4500 OTHER SUPPLIES	45,931	134,123	2,596	127,503	4,157	2,463	98.2%
4700 FOOD	25,462	26,287	2,242	19,904	0	6,383	75.7%
TOTAL SUPPLIES & OTHER :	<u>\$96,501</u>	<u>\$318,849</u>	<u>\$23,744</u>	<u>\$215,891</u>	<u>\$6,762</u>	<u>\$96,196</u>	<u>69.8%</u>
OTHER							
5100 CONTRACTED SERVICES	565,136	719,766	51,726	637,247	79,644	2,875	99.6%
5200 TRAVEL	359,966	572,072	30,569	176,525	5,662	389,885	31.8%
5300 DUES AND SUBSCRIPTIONS	5,805	3,993	95	4,627	0	(634)	115.9%
5400 INSURANCE	45,339	45,676	0	45,586	0	90	99.8%
5500 UTILITIES & HOUSEKEEPING	142	500	22	117	84	299	40.2%
5600 RENTS & LEASES	32,296	28,580	16,090	38,896	375	(10,691)	137.4%
5800 OTHER SERVICES	183,642	279,282	6,049	206,659	2,964	69,659	75.1%
TOTAL OTHER :	<u>\$1,192,326</u>	<u>\$1,649,869</u>	<u>\$104,551</u>	<u>\$1,109,657</u>	<u>\$88,729</u>	<u>\$451,483</u>	<u>72.6%</u>
CAPITAL OUTLAY							
6300 CAPITAL BOOKS & SOFTWARE	0	205,398	0	13,530	0	191,868	6.6%
6400 EQUIPMENT	82,431	410,234	2,735	134,785	0	275,449	32.9%
TOTAL CAPITAL OUTLAY :	<u>\$82,431</u>	<u>\$615,632</u>	<u>\$2,735</u>	<u>\$148,315</u>	<u>\$0</u>	<u>\$467,317</u>	<u>24.1%</u>
TRANSFERS							
7300 INTERFUND TRANSFER OUT	545,030	518,978	41,963	473,490	0	45,488	91.2%
7500 STUDENT FINANCIAL AID PYMT	27,546	63,173	3,870	26,020	0	37,153	41.2%
7600 OTHER PYMTS TO STUDENTS	141,480	340,207	6,244	205,239	0	134,968	60.3%
TOTAL TRANSFERS :	<u>\$714,056</u>	<u>\$922,358</u>	<u>\$52,077</u>	<u>\$704,749</u>	<u>\$0</u>	<u>\$217,609</u>	<u>76.4%</u>
TOTAL EXPENSE & TRANSFERS :	<u>4,876,319</u>	<u>6,591,444</u>	<u>440,232</u>	<u>5,050,958</u>	<u>95,491</u>	<u>1,444,995</u>	<u>78.1%</u>
REVENUE OVER EXPENSE :	<u>(\$572,732)</u>	<u>\$2</u>	<u>(\$275,158)</u>	<u>\$108,648</u>	<u>(\$95,491)</u>	<u>(\$13,155)</u>	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Unrestricted
 Monterey Peninsula College
 June 30, 2014

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 STATE	0	0	0	0	0	0	0.0%
8800 LOCAL	57,176	61,750	6	13,105	0	48,645	21.2%
8900 OTHER	278,132	248,823	35,000	210,000	0	38,823	84.4%
TOTAL REVENUE:	335,308	310,573	35,006	223,105	0	\$87,468	71.8%
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	5,200	65,051	0	193	99.7%
2200 INSTRUCTIONAL AIDES	120,306	74,710	5,737	74,874	0	(164)	100.2%
2300 NON INSTRUCTIONAL TEMP	0	10,222	0	0	0	10,222	0.0%
2400 HOURLY INSTRUCTIONAL	42,923	45,229	3,434	35,401	0	9,828	78.3%
TOTAL CLASSIFIED:	\$233,524	\$195,405	\$14,371	\$175,326	\$0	\$20,079	89.7%
3XXX TOTAL FRINGE BENEFITS :	\$59,705	\$45,601	\$3,339	\$38,474	\$0	\$7,127	84.4%
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	21.4%
OTHER SERVICES AND EXPENSES							
5800 UNSPECIFIC	\$0	\$1,000	\$0	\$5,093	\$0	(\$4,093)	509.3%
TOTAL UNSPECIFIC	\$0	\$1,000	\$0	\$5,093	\$0	(\$4,093)	509.3%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	93,889	65,312	5,443	65,313	0	(1)	100.0%
TOTAL TRANSFERS:	\$93,889	\$65,312	\$5,443	\$65,313	\$0	(\$1)	100.0%
TOTAL EXPENSE & TRANSFER:	\$387,154	\$310,572	\$23,153	\$284,206	\$300	\$26,066	91.6%
REVENUE OVER EXPENSE :	(\$51,846)	\$1	\$11,853	(\$61,101)	(\$300)	\$61,402	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Restricted
 Monterey Peninsula College
 June 30, 2014

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	35,682	9,515	87,586	0	(51,904)	245.5%	
8690 STATE	135,564	167,943	0	125,900	0	42,043	75.0%	
8800 LOCAL	50,000	60,701	0	72,701	0	(12,000)	119.8%	
TOTAL REVENUE:	\$240,105	\$264,326	\$9,515	\$286,187	\$0	(\$9,861)	108.3%	
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	5,656	0	1,167	82.9%	
2200 INSTRUCTIONAL AIDES	47,807	68,431	4,335	68,481	0	(50)	100.1%	
2300 HOURLY NON INSTRUCTIONAL	8,708	10,222	850	10,141	0	81	99.2%	
2400 HOURLY INSTRUCTIONAL	26,581	44,594	3,056	34,798	0	9,796	78.0%	
TOTAL CLASSIFIED:	\$91,160	\$130,070	\$8,693	\$119,076	\$0	\$10,994	91.5%	
3XXX TOTAL FRINGE BENEFITS :	\$20,717	\$28,360	\$1,994	\$262,880	\$0	(\$234,520)	926.9%	
SUPPLIES & OTHER								
4300 INSTRUCTIONAL SUPPLIES	0	0	0	0	0	0	0.0%	
4500 OTHER SUPPLIES	2,737	8,622	497	4,042	2,023	2,557	70.3%	
4700 FOOD	12,772	18,000	1,312	15,831	2,369	(200)	101.1%	
TOTAL SUPPLIES & OTHER:	\$15,509	\$26,622	\$1,809	\$19,873	\$4,392	\$2,357	91.1%	
OTHER								
5100 CONTRACT	0	4,700	0	4,700	0	0	100.0%	
TOTAL CONTRACT		\$4,700	\$0	\$4,700	\$0	\$0	100.0%	
OTHER								
5200 TRAVEL	0	6,000	0	2,807	0	\$3,193	46.8%	
TOTAL TRAVEL	\$0	\$6,000	\$0	\$2,807	\$0	\$3,193	46.8%	
OTHER								
5400 INSURANCE	0	299	0	0	0	299	0.0%	
5600 RENTS & LEASES	1,217	0	0	660	0	(660)	0.0%	
5800 OTHER SERVICES	699	21,304	2,899	2,899	0	18,405	13.6%	
TOTAL OTHER :	\$1,916	\$21,603	\$2,899	\$3,559	\$0	\$18,044	16.5%	
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	5,965	46,965	0	6	100.0%	
7500 STUDENT FINANCIAL AID PYM	0	0	0	0	0	0	0.0%	
TOTAL TRANSFERS:	\$47,297	\$46,971	\$5,965	\$46,965	\$0	\$6	100.0%	
TOTAL EXPENSE & TRANSFER:	\$179,292	\$264,326	\$21,360	\$459,860	\$4,392	(\$203,119)	175.6%	
REVENUE OVER EXPENSE :	\$60,813	\$0	(\$11,845)	(\$173,673)	(\$4,392)	\$193,258		

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*** BOARD REPORT ***

COLLEGE CENTER FUND

Fund 47

Monterey Peninsula College

June 30, 2014

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	2,900	210,488		53,712	79.7%	
8860 INTEREST	1,286	0	294	795		(795)	N/A	
TOTAL REVENUE :	\$225,067	\$264,200	\$3,194	\$211,283		\$52,917	80.0%	
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	24,904	0	(550)	102.3%	
2300 HOURLY NON INSTRUCTIONAL	174	0	(553)	(406)	0	406	N/A	
TOTAL CLASSIFIED :	\$22,884	\$24,354	\$1,476	\$24,498	\$0	(\$144)	100.6%	
3XXX TOTAL FRINGE BENEFITS :	\$6,881	\$7,097	\$596	\$7,278	\$0	(\$181)	102.5%	
SUPPLIES & OTHER								
4500 OTHER SUPPLIES	(121)	1,150	24	22	78	1,050	8.7%	
TOTAL SUPPLIES & OTHER :	(\$121)	\$1,150	\$24	\$22	\$78	\$1,050	8.7%	
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	75	0	0	100.0%	
5400 INSURANCE	17,545	17,545	17,545	17,545	0	0	100.0%	
5500 UTILITIES & HOUSEKEEPING	122,701	146,317	3,878	58,394	12,065	75,858	48.2%	
5600 RENTS & LEASES	4,690	10,898	0	2,008	0	8,890	18.4%	
5800 OTHER SERVICES	5,000	5,000	0	(27)	27	5,000	0.0%	
TOTAL OTHER :	\$150,094	\$181,335	\$21,423	\$77,995	\$12,092	\$91,248	49.7%	
CAPITAL OUTLAY								
6400 EQUIPMENT	1,640	3,000	0	0	0	3,000	0.0%	
TOTAL CAPITAL OUTLAY :	\$1,640	\$3,000	\$0	\$0	\$0	\$3,000	0.0%	
TRANSFERS								
7100 DEBT RETIREMENT	18,525	18,525	18,525	18,525	0	0	100.0%	
7300 INTERFUND TRANSFER	261,765	28,739	11,184	11,184	0	17,555	38.9%	
TOTAL TRANSFERS :	\$280,290	\$47,264	\$29,709	\$29,709	\$0	\$17,555	62.9%	
TOTAL EXPENSE & TRANSFERS :	\$461,667	\$264,200	\$53,227	\$139,502	\$12,170	\$112,528	57.4%	
REVENUE OVER EXPENSE :	(\$236,600)	(\$0)	(\$50,033)	\$71,781	(\$12,170)	(\$59,611)		

*** BOARD REPORT ***
 Parking Fund
 Fund 39
 Monterey Peninsula College
 JUNE 30, 2014

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	14,986	906,189	0	(394,189)	177.0%
TOTAL REVENUE:	<u>\$796,431</u>	<u>\$512,000</u>	<u>\$14,986</u>	<u>\$906,189</u>	<u>\$0</u>	<u>(\$394,189)</u>	<u>177.0%</u>
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	148,951	12,991	149,341	0	(390)	100.3%
2300 HOURLY NON INSTRUCTIONAL	58,339	84,104	8,003	88,264	0	(4,160)	104.9%
TOTAL CLASSIFIED :	<u>\$208,765</u>	<u>\$233,055</u>	<u>\$20,994</u>	<u>\$237,605</u>	<u>\$0</u>	<u>(\$4,550)</u>	<u>102.0%</u>
3XXX TOTAL FRINGE BENEFITS :	<u>\$56,642</u>	<u>\$60,040</u>	<u>\$4,911</u>	<u>\$57,019</u>	<u>\$0</u>	<u>\$3,021</u>	<u>95.0%</u>
SUPPLIES & OTHER							
4500 OTHER SUPPLIES :	<u>\$10,256</u>	<u>12,500</u>	<u>23</u>	<u>4,729</u>	<u>0</u>	<u>7,771</u>	37.8%
TOTAL SUPPLIES & OTHER:	<u>\$10,256</u>	<u>\$12,500</u>	<u>\$23</u>	<u>\$4,729</u>	<u>\$0</u>	<u>\$7,771</u>	<u>37.8%</u>
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	597	2,933	0	2,067	58.7%
5600 RENTS & LEASES	6,881	49,478	1,029	9,467	0	40,011	19.1%
TOTAL OTHER:	<u>\$10,131</u>	<u>\$54,978</u>	<u>\$1,626</u>	<u>\$12,400</u>	<u>\$0</u>	<u>\$42,578</u>	<u>22.6%</u>
CAPITAL OUTLAY							
6400 EQUIPMENT	26,706	25,000	2,741	24,186	0	814	96.7%
TOTAL CAPITAL OUTLAY:	<u>\$26,706</u>	<u>\$25,000</u>	<u>\$2,741</u>	<u>\$24,186</u>	<u>\$0</u>	<u>\$814</u>	<u>96.7%</u>
TRANSFERS							
7300 INTERFUND TRANSFER OUT	94,124	104,168	22,155	104,170	0	(2)	100.0%
TOTAL TRANSFERS:	<u>\$94,124</u>	<u>\$104,168</u>	<u>\$22,155</u>	<u>\$104,170</u>	<u>\$0</u>	<u>(\$2)</u>	<u>100.0%</u>
TOTAL EXPENSE & TRANSFER:	<u>\$406,624</u>	<u>\$489,741</u>	<u>\$52,450</u>	<u>\$440,109</u>	<u>\$0</u>	<u>\$49,632</u>	<u>89.9%</u>
REVENUE OVER EXPENSE :	<u>\$389,807</u>	<u>\$22,259</u>	<u>(\$37,464)</u>	<u>\$466,080</u>	<u>\$0</u>	<u>(\$443,821)</u>	

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

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

June 30, 2014

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	16,896	850,764		(232,399)	137.6%
8860 INTEREST	23,857	0	0	21,801		(21,801)	N/A
8900 INTERFUND TRANSFER IN	6,155,912	5,730,713	72,009	5,676,806		53,907	99.1%
TOTAL REVENUE :	<u>\$6,801,650</u>	<u>\$6,349,078</u>	<u>\$88,905</u>	<u>\$6,549,371</u>		<u>(\$200,293)</u>	103.2%
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>\$6,286,797</u>	<u>\$685,949</u>	<u>\$6,574,333</u>	<u>\$0</u>	<u>(\$287,536)</u>	104.6%
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	5,600	4,439	76,922	9,971	(81,293)	N/A
5800 OTHER SERVICES	0	0	0	0	0	0	N/A
TOTAL OTHER :	<u>\$66,117</u>	<u>\$5,600</u>	<u>\$4,439</u>	<u>\$76,922</u>	<u>\$9,971</u>	<u>(\$81,293)</u>	N/A
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	1,418,580	1,806,681	61,160	1,811,160	0	(4,479)	N/A
TOTAL EXPENSE :	<u>\$7,711,679</u>	<u>\$8,099,078</u>	<u>\$751,548</u>	<u>\$8,462,415</u>	<u>\$9,971</u>	<u>(\$373,308)</u>	104.6%
REVENUE OVER EXPENSE :	<u>(\$910,029)</u>	<u>(\$1,750,000)</u>	<u>(\$662,642)</u>	<u>(\$1,913,044)</u>	<u>(\$9,971)</u>	<u>\$173,015</u>	

*** BOARD REPORT ***

Capital Projects Fund
Fund 14
Monterey Peninsula College

June 30, 2014

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	11,240	1,329,888	109,705	355,566		974,322	N/A
8800 COUNTY / LOCAL	281,162	162,939	14,620	284,805		(121,866)	N/A
8900 INTERFUND TRANSFER IN	250,000	0	400,000	400,000		(400,000)	N/A
TOTAL REVENUE :	\$542,401	\$1,492,827	524,325	1,040,371		\$452,456	69.7%
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 SUPPLI	12,750	9,210	0	8,228	28	954	89.3%
TOTAL OTHER :	\$23,990	\$9,210	\$0	\$8,228	\$28	\$954	0.0%
OTHER							
5100 CONTRACTED SERVICES	28,995	104,203	23,340	95,974	3,680	4,549	92.1%
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	157,071	585	82,578	14,836	59,657	52.6%
5700 LEGAL,ELECTION, AND AUDI	0	6,327	0	0	0	6,327	0.0%
5800 OTHER SERVICES AND EXPEN	0	150,010	0	0	0	150,010	0.0%
TOTAL OTHER :	\$72,816	\$417,611	\$23,925	\$178,553	\$18,516	\$70,532	47.2%
CAPITAL OUTLAY							
6100 SITES	25,648	261,075	0	46,870	167,205	47,000	18.0%
6200 BUILDING IMPROVEMENTS	0	1,016,791	374,612	374,612	0	642,179	36.8%
6400 EQUIPMENT	161,164	215,431	0	85,344	0	130,086	39.6%
TOTAL CAPITAL OUTLAY :	\$186,811	\$1,493,297	\$374,612	\$506,826	\$167,205	\$819,266	45.1%
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	636,651	795,302	0	1,850,163	0	(1,054,861)	N/A
TOTAL EXPENSE :	\$920,386	\$2,715,420	\$398,537	\$2,543,770	\$185,749	\$890,752	100.5%
REVENUE OVER EXPENSE :	\$377,984	\$1,222,593	\$125,788	(\$1,503,399)	\$185,749	(\$164,109)	

BUILDING

**Building Fund
Fund 48
Monterey Peninsula College**

June 30, 2014

BOND PROJECTS	REVISED PROJECT BUDGET	2013-14		
		PURCHASE ORDER OUTSTANDING	2013-2014 PAYMENTS	BUDGET BALANCE BUDGET-PO'S-PYMT
1. Arts Complex	\$0	441,659	2,481,028	-\$2,922,687
2. College Center Building	\$0	565,797	4,732,951	-\$5,298,748
3. Furniture & Equipment	\$1,892,407	352,982	479,448	\$1,059,977
4. Humanities, Bus Hum - Student Services Build	\$1,818,189	952,750	1,792,375	-\$926,936
5. Infrastructure 3 / Miscellaneous	\$56,657	4,019	18,431	\$34,207
6. Life Science & Physical Science	\$2,138,364	232,905	1,305,360	\$600,099
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	43,467	2,078,870	-\$1,755,421
12. PSTC Parker Flats	\$0	0	0	\$0
13. Student Services Building	\$0	0	0	\$0
14. Swing Space	\$474,467	11,626	365,320	\$97,521
15. Theater Building	\$541,245	31,181	131,380	\$378,684
16. General Institutional Bond Management	\$0	102,481	145,863	-\$248,344
17. Sidewalk Project	\$0	30,000	0	-\$30,000
18. Network Project	\$0	135,225	121,192	-\$256,417
Total Bond Projects:	<u>\$7,520,032</u>	<u>\$2,904,092</u>	<u>\$13,652,218</u>	<u>-\$8,779,861</u>
Initial Bond Funds Received 6/30/03		\$40,000,000		
County office interest Received from inception		\$5,774,241		
LAIIF 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		(\$13,652,218)		
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		<u>\$7,817,643</u>		

*** BOARD REPORT ***

Other Debt Service Fund Fund 29 Monterey Peninsula College

June 30, 2014

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	(15)		15	N/A
8900 INTERFUND TRANSFER IN	275,324	275,324	0	1,330,185		(1,054,861)	483.1%
TOTAL REVENUE :	<u>\$275,868</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$1,330,170</u>		<u>(\$1,054,846)</u>	483.1%
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	0	1,383,121	68,831	(1,176,628)	502.4%
TOTAL CAPITAL OUTLAY :	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$1,383,121</u>	<u>\$68,831</u>	<u>(\$1,176,628)</u>	502.4%
TOTAL EXPENSE :	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$1,383,121</u>	<u>\$68,831</u>	<u>(\$1,176,628)</u>	502.4%
REVENUE OVER EXPENSE :	<u>\$544</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$52,951)</u>	<u>(\$68,831)</u>	<u>\$121,782</u>	

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

College Revenue Bond Interest & Redemption

Fund 46

Monterey Peninsula College

June 30, 2014

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	
REVENUES							
8800 LOCAL	18,525	18,075	18,525	18,525		(450)	102.5%
8860 INTEREST	49	0	0	34		(34)	N/A
TOTAL REVENUE :	<u>\$18,574</u>	<u>\$18,075</u>	<u>\$18,525</u>	<u>\$18,559</u>		<u>(\$34)</u>	102.7%
DEBT RETIREMENT							
7100 DEBT RETIREMENT	18,525	18,075	0	18,075	0	0	100.0%
TOTAL DEBT RETIREMENT :	<u>\$18,525</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$0</u>	100.0%
TOTAL EXPENSE :	<u>\$18,525</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$0</u>	100.0%
REVENUE OVER EXPENSE :	<u>\$49</u>	<u>\$0</u>	<u>\$18,525</u>	<u>\$484</u>	<u>\$0</u>	<u>(\$34)</u>	

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

Associated Student Fund

Monterey Peninsula College

June 30, 2014

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	0.0%
8001	ASMPc CARD SALES	72,503	59,000	59,000	9,477	68,323	115.8%
8005	CAFETERIA/D & L VENDING	7,163	2,119	2,119	0	4,236	299.9%
8006	INTEREST	186	155	155	6	172	110.7%
8010	MISCELLANEOUS	0	0	0	0	1,970	1970.0%
8011	STUDENT REPRESENTATIVE FEES	14,478	11,000	11,000	1,888	14,492	131.7%
8013	BOOKSTORE CONTRACT	5,000	5,000	5,000	0	5,000	0.0%
8014	PRIOR YEAR ADJUSTMENT	0	0	0	0	0	0.0%
8015	BUS PASS	10,770	12,726	12,726	1,330	4,100	32.2%
4999	OTHER INCOME	100	0	0	0	0	0.0%
	TOTAL REVENUE:	\$110,200	\$90,000	\$90,000	12,701	\$5,411	106.0%
EXPENSES							
#4000 ASMPc COUNCIL							
	ASMPc COMMUNITY OUTREACH FUND	0	200	200	0	200.00	0.0%
	ASMPc GENERAL FUND	1,313	2,000	2,000	0	1,352	167.6%
	ASMPc OFFICE SUPPLIES FUND	8,787	8,200	8,200	773	1,004	0.0%
	ASMPc STIPEND FUND	9,020	12,700	12,700	0	3,340	73.7%
	ASMPc STUDENT BENEFITS FUND	17,730	12,900	12,900	-\$0.15	4,337	66.4%
#4007 STUDENT REP. COUNCIL							
	SRC STIPEND FUND	0	4,500	4,500	0	4,500	0.0%
	SRC GENERAL FUND	0	4,500	4,500	0	4,500	0.0%
#4010 ACTIVITIES COUNCIL							
	AC GENERAL FUND	9,684	16,150	16,150	-\$258	9,954	61.6%
	AC PROMOTIONAL ITEM FUND	1,490	450	450	0	636	141.3%
	AC STIPENDS	1,620	1,400	1,400	100	140	90.0%
#4104 INTER CLUB COUNCIL-ICC							
	ICC CLUB ACTIVITY FUND	3,386	4,500	4,500	318	4,182	92.9%
	ICC CLUB EQUIPMENT FUND	1,085	2,000	2,000	81	514	25.7%
	ICC COMMUNITY AC TIVITY FUND	6,719	10,500	10,500	481	5,259	49.9%
	ICC EQUIPMENT FUND	0	1,500	1,500	200	645	43.0%
	ICC SEED MONEY	3,392	7,000	7,000	0	2,937	42.0%
	ICC START UP FUNDS (\$200.00)	50	500	500	0	100	20.0%
	ICC STIPEND FUND	0	1,000	1,000	0	0	
#4105 Student Rep Fees							
	SRF Conference/workshops	3,918	0	0	0	1,958	0.0%
	SRF (statewide) travel Fnd.	1,441	0	0	0	972	0.0%
6560	BANK SERVICES	9	0	0	20	138	0.0%
	BANK CHARGES	0	0	0	0	-138	0.0%
	TOTAL EXPENSES:	69,644	90,000	90,000	1,715	\$33,051	65.6%
	REVENUE OVER EXPENSE:	\$40,556	\$0	\$0	\$10,986	\$38,462	
			BEGINNING BALANCE WITH Y-T-D REVENUE			92,321	
			INCOME TO DATE			95,411	
			EXPENSE TO DATE			(59,017)	
			EST. ENDING BALANCE			128,715	

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. B

Fiscal Services
College Area

Proposal:

That the Governing Board review and accept the attached Quarterly Financial Status Report (Form CCFS 311Q) for the quarter ending, June 30, 2014.

Background:

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

Budgetary Implications:

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

[X] RESOLUTION: BE IT RESOLVED, that the Quarterly Financial Status Report for the quarter Ending June 30, 2014, as presented on form CCFS 311Q, be accepted and made part of the minutes of this meeting.

Recommended By: [Signature]
C. Earl Davis -- Interim Vice President for Administrative Services

Prepared By: [Signature]
Rosemary Barrios, Controller

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

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

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

District: (460) MONTEREY

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q4) Jun 30, 2014

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	40,111,566	36,462,611	36,060,096	36,069,097
A.2	Other Financing Sources (Object 8900)	50,000	2,909,887	2,055,231	2,545,302
A.3	Total Unrestricted Revenue (A.1 + A.2)	40,161,566	39,372,498	38,115,327	38,614,399
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	32,869,033	31,317,662	31,843,285	32,918,961
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	7,797,461	7,231,777	6,963,853	5,875,704
B.3	Total Unrestricted Expenditures (B.1 + B.2)	40,666,494	38,549,439	38,807,138	38,794,665
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-504,928	823,059	-691,811	-180,266
D.	Fund Balance, Beginning	4,268,759	3,763,831	4,586,890	3,895,081
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	4,268,759	3,763,831	4,586,890	3,895,081
	Fund Balance, Ending (C. + D.2)	3,763,831	4,586,890	3,895,079	3,714,815
E.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9.3%	11.9%	10%	9.6%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	7,681	6,804	6,803	6,659
-----	---	-------	-------	-------	-------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		715,726	3,962,719	3,909,908
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	1,895,554	715,726	3,962,719	3,909,908

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	36,069,097	36,069,097	33,765,058	93.6%
I.2	Other Financing Sources (Object 8900)	2,545,302	2,545,302	2,545,302	100%
I.3	Total Unrestricted Revenue (I.1 + I.2)	38,614,399	38,614,399	36,310,360	94%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	33,013,459	32,918,961	31,412,096	95.4%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	5,581,775	5,581,775	5,875,704	105.3%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	38,595,234	38,500,736	37,287,800	96.8%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	19,165	113,663	-977,440	
L.	Adjusted Fund Balance, Beginning	3,895,081	3,895,081	3,895,081	

L.1	Fund Balance, Ending (C. + L.2)	3,914,246	4,008,744	2,917,641
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.1%	10.4%	

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

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

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Temporary		Classified	
	Total Cost Increase	%*	Total Cost Increase	%*	Total Cost Increase	%*	Total Cost Increase	%*
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

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

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

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

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

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

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

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

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q4) Jun 30, 2014

District: (460) MONTEREY

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: C.Earl Davis
CBO Phone: 831-646-4040

CBO Signature: _____
Date Signed: _____

Chief Executive Officer Name: Dr. Walter Tribley

CEO Signature: _____
Date Signed: _____

Electronic Cert Date: 07/13/2014

District Contact Person

Name: Rosemary Barrios

Title: Controller

Telephone: 831-646-4043

Fax: 831-645-1315

E-Mail: rbarrios@mpc.edu

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

Send questions to:
Christine Atalig (916)327-5772 atalig@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu

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Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. C

Academic Affairs
Nursing

Proposal:

To approve the 2014–2015 budget for the Maurine Church Coburn School of Nursing, and Memorandum of Understanding with Community Hospital Foundation.

Background:


The attached 2014-2015 budget is recommended for the Maurine Church Coburn School of Nursing, and has been discussed and approved by the Nursing Steering Committee, comprised of administrators from Monterey Peninsula College and Community Hospital Foundation. The Memorandum of Understanding details the responsibilities of the college and the Foundation. This item was deferred from the June agenda because of late notification of Song-Brown grant funding by the Office of Statewide Health Planning and Development, which will defray the cost to both institutions by approximately \$13,000 each.

Budgetary Implications:

Attached.

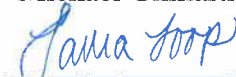
RESOLUTION: BE IT RESOLVED, that the 2014-2015 budget for the Maurine Church Coburn School of Nursing, and 2014-2015 MOU with Community Hospital Foundation be approved as proposed.

Recommended By:




Michael Gilmartin, Dean of Instructional Development

Prepared By:



Laura Loop, Director, School of Nursing

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is for the purpose of specifying operational and financial arrangements between Monterey Peninsula College, hereafter referred to as the College, and Community Hospital Foundation, hereafter referred to as the Foundation, during the fiscal year July 1, 2014 to June 30, 2015. The arrangements are as follows:

1. Funding:

The annual operating expenses for the Maurine Church Coburn School of Nursing will be funded as follows:

- A. The College will contribute \$686,666 of the approved 2014-2015 School of Nursing budget (see Attachment A).
- B. The Foundation will contribute \$686,666 of the approved 2014-2015 School of Nursing budget (see Attachment A).
- C. Additional sources of funding include \$135,287 from the State Chancellor's Office Enrollment Growth Grant #14-179, \$57,000 from the State Chancellor's Office Assessment, Remediation and Retention Grant #14-180, \$40,000 from the Song-Brown Capitation Grant, \$48,411 from the Lillian W. Adams Bequest, and \$10,550 from the Jean Wilder Trust.
- D. Direct grants may be awarded by the Foundation for scholarships, capital purchases, supplemental program needs, and/or faculty expenses. These grants will be directed and administered solely by the Foundation.
- E. Changes in the type of direct expense categories as shown on Attachment A or significant variations to the direct expense amounts approved must be reviewed and agreed to by both the College and Foundation.

2. Fiscal Management:

- A. The College will maintain responsibility for initial development, preparation, submission and management of the operational budget. The College will submit a tentative operational budget to the Foundation by May 31, 2015 which allows time for the Foundation's review and response to the College by June 10, 2015.
- B. The Hospital will administer the basic salary program. The Foundation may administer any incentive (stipend) program outside the College budgeting program.
- C. The Foundation will serve as the employer of record for all faculty members and approve the overall budget for the school.
- D. The Foundation will furnish the College a monthly statement of salaries paid on behalf of the School of Nursing within fifteen days of the end of the month. When the Foundation's contribution for salaries exceeds the amount determined in Attachment A, the College will reimburse the Foundation for the excess amount after the close of the fiscal year.

3. Program Evaluation:

An opportunity for review of the School of Nursing for quality and need will be provided through joint meetings between the College and Foundation no less than three times during the period of this agreement. Meetings will be held between College and Foundation representatives during or near October 2014, March 2015 and June 2015.

The purpose of the meetings will be to:

A. Review the status of the School of Nursing with specific attention to activities which resolve identified problems, improve the quality of the nursing graduate, or upgrade the program curriculum.

B. Review:

- 1) Summary of quarterly expenses
- 2) Current and projected funding levels by the College
- 3) Current and projected indirect expenses for the School
- 4) Approve budget for the next fiscal year

4. Responsibilities:

Monterey Peninsula College (College) is responsible for the educational program conducted in part at Community Hospital of the Monterey Peninsula (Hospital). The College will provide ancillary and support services for students, and assure that all instructors will meet minimum qualifications for teaching the courses, consistent with requirements in courses taught at the College. All college procedures will be followed relating to enrollments, fees, class hours, supervision and evaluation of students, and withdrawal of students.

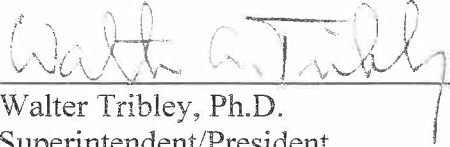
Hospital employees conducting instruction for the School of Nursing's programs agree that the College has the primary right to control and direct the instructional activities of the instructor. The College will provide instructors with orientation, course outlines and materials, testing and grading procedures, and other educational materials used in the educational process.

All courses and programs will be approved by the State Chancellor's Office and courses that make up programs will be part of approved programs, or the College will have received delegated authority to separately approve these courses locally. Courses to be taught may include:

- 1) NURS 52A Nursing I
- 2) NURS 52B Nursing II
- 3) NURS 52C Nursing III
- 4) NURS 52D Nursing IV

The outlines of instruction of the above courses are approved by the College's curriculum committee as meeting Title V standards and have been approved by the College's Board of Trustees.

By:
MONTEREY PENINSULA COMMUNITY
COLLEGE DISTRICT



Walter Tribley, Ph.D.
Superintendent/President
Monterey Peninsula College

6/26/14
Date

By:
COMMUNITY HOSPITAL FOUNDATION



Steven J. Packer, M.D.
President/CEO
Community Hospital of Monterey Peninsula

JULY 1, 2014
Date

Revised 6-20-14
Approved by Monterey Peninsula College
Governing Board on July 23, 2014.

Attachment #A

**Maurine Church Coburn School of Nursing
MPC 2014-15 Budget
Revised 6/20/2014**

ITEM	2014-2015 Approved Budget
Salaries	938,178
Benefits Subtotal	498,548
Indirect Costs for Grant	7,395
Classified Salaries	107,472
Classified Benefits/Payroll Costs	73,866
Instructional --LRC Software and Materials (Grant Related)	8,130
Office Supplies	4,737
Travel - Regular CNSA	2,000
Travel - Director Training	3,000
Student Activity Graduation	500
Memberships	3,855
Equipment Repair	3,500
HESI Testing Packages for 63 students	12,799
Stericycle Waste Management	600
TOTAL	1,664,580

Sources of Funds

MPC	686,666
CHOMP	686,666
Song Brown Capitation Grant	40,000
Chancellor's Office Grant	192,287
Adams Bequest	48,411
Jean Wilder Trust	10,550
TOTAL	1,664,580

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

President's Office
College Area

New Business Agenda Item No. D

Proposal:

That the Governing Board review Board Policy 4106 Nursing Program.

Background:

In May 2012, the District approved a new approach for revision of board policies where the policy language provided through the Community College League of California (CCLC) policies and procedure subscription service would be adopted without change, including the numbering, except in limited circumstances. The goal of the new approach is to adopt CCLC's policy manual in its entirety, as a replacement for the District's existing policies. This approach will ensure the District has the essential policies in place and the deleting of out-of-date or noncompliant policies will be accomplished more efficiently. The acceptance of the CCLC policy language without revision is advised to safeguard the District and avoid the need for review of language modifications by local legal counsel, saving District legal costs.

During the 2014-15 year, an extensive update of board policies will be implemented and it is anticipated policies will be presented to the Board in a group for review and approval to facilitate the policy update. However, Board Policy 4106 – Nursing Program is being presented at the July Board meeting for a first reading, with approval recommended at the August meeting, to support implementation of the new multi-criteria screening process for the nursing program in fall 2014. The multi-criteria screening process is authorized by Education Code 78261.3 and has been under development since fall 2012. The policy was reviewed and recommended by College Council in 2013.

Budgetary Implications:

None.

INFORMATION: First reading -- Board Policy 4106 Nursing Program.

Recommended By:

Walter Tribley (SNA)
Dr. Walter Tribley, Superintendent/President

Prepared By:

Vicki Nakamura
Vicki Nakamura, Assistant to the President

Agenda Approval:

Walter Tribley (SNA)
Dr. Walter Tribley, Superintendent/President

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

Board Policy 4106 Nursing Program

The District shall consider all of the following when screening students for admission to the nursing program:

- Academic degrees or diplomas, or relevant certificates, held by the applicant;
- Grade point average in relevant coursework;
- Life experiences or special circumstances of an applicant;
- Any relevant work or volunteer experience; and
- Proficiency or advanced level coursework in languages other than English.

The District may also consider:

- A diagnostic assessment tool approved by the Chancellor's Office; and
- Other criteria as submitted and approved by the Chancellor's Office.

Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements that may be required for an associate degree. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

Loan assumption agreements may be awarded to individuals who at a minimum possess a baccalaureate degree in nursing or a field related to nursing who have agreed to teach nursing on a full-time or part-time basis commencing not more than 12 months after receiving a loan assumption award. The loan assumption program is referred to as the State Nursing Assumption Program of Loans for Education (SNAPLE). The loan assumption agreement will be considered no longer effective and deemed terminated, if a program participant fails to complete a minimum of three academic years of teaching on a full-time basis or the equivalent on a part-time basis.

Loan assumption payments will not be made on behalf of the participant until the participant has completed one academic year, or the equivalent of full-time teaching nursing studies at one or more regionally accredited, eligible Districts. The commission can assume liability for loans incurred by the participant to pay for the participant's undergraduate and graduate degrees.

The terms of the loan agreement program can be extended for one academic year, unless extended by the commission on a case-by-case basis, for the following reasons:

- Pregnancy;
- Serious Illness;
- Natural causes; or
- Being called to military active duty status.

In addition, when an interruption of instruction because of a natural disaster prohibits a loan program participant from completing one of the required years of teaching service, the term of the loan assumption agreement shall be extended for a period of time equal to the period of interruption of instruction.

References: Education Code Sections 66055.8, 66055.9, 70101-70107, 70120, 70124, 70125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3, and 92645;
Title 5 Sections 55060 et seq. and 55521;
Health and Safety Code Section 128050

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. E

Fiscal Services
College Area

Proposal:

That the Board declares as surplus a Fairway Electric Hoss Transport Cart, serial number FECUHE024C100472, asset tag # 420242

Background:

The cart was purchased in July of 2011 for \$7,500. The cart was damaged in an accident and the cost to repair the cart exceeds its value.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Board declares as surplus a Fairway Electric Hoss Transport Cart, serial number FECUHE024C100472, asset tag # 420242 and direct the disposal of this item in accordance with Board guidelines and Education Code requirements.

Recommended By:



C. Earl Davis, Interim Vice President for Administrative Services

Prepared By:



Mary Weber, Purchasing Coordinator

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. F

Fiscal Services
College Area

Proposal:

That the Board declares as surplus a Xerox 430 DC copier serial # UHG 034435, asset tag # 420146.

Background:

The copier was purchased in 2007 in the amount of \$5095 for the Marina Ed Center. It was transferred to Security in 2012 without a maintenance agreement. The copier no longer works.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Board declares as surplus Xerox 430 DC copier serial # UHG034435, asset tag # 420146 and direct the disposal of this item in accordance with Board guidelines and Education Code requirements.

Recommended By:



C. Earl Davis, Interim Vice President for Administrative Services

Prepared By:



Mary Weber, Purchasing Coordinator

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

Administrative Services
College Area

New Business Agenda Item No. G

Proposal:

That the Governing Board approve the District's 2016-2020 Five-Year Construction Plan for submittal to the state Chancellor's Office.

Background:

Each California community college is required annually to complete a five-year construction plan to be considered for state funding of capital projects. The Five-Year Construction Plan reflects the district and campus specific plans for capital outlay over the next five years and includes both local and state-funded projects. Chancellor's Office acceptance of the Five-Year Construction Plan is part of the process to qualify for state funding.

This year's plan reflects the results of the revised facilities construction plan and budget approved by the Board in December 2009; the most recent budget update was affirmed in December 2013. The revised plan relied primarily on local funds for completion; the need for state funding was reduced by modifying the scope of some projects and lowering project cost estimates due to a favorable bid climate during the economic recession. Under this strategy, most of the planned facilities projects have been completed; the Student Center and Arts building projects will be finished this summer. Out of the 4 remaining projects in the Five Year Plan, 2 projects have been approved for a state funding match: Fort Ord Public Safety-Phase II and Music Facilities-Phase I. The proposed state bond for the November 2014 ballot would provide a source of state funding for these projects.

The District Projects Priority Order list shows the projects included in this year's Five Year Construction Plan. The priority order is based on the proposed construction timelines for projects, the projects submitted for state funding, and the projects necessary for completion before others can proceed.

Budgetary Implications:

The Five-Year Construction Plan will be funded by a combination of local and state funding.

RESOLUTION: BE IT RESOLVED, That the 2016-2020 Five-Year Construction Plan, 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

7/11/2014

2016-2020 Five Year Construction Plan
 Monterey Peninsula Community College District
District Projects - Priority Order List

	Priority	Project	Funding Source		Total Project Cost	Projected Occupancy Date
			State	Non-State		
Monterey Campus	2	Music Facilities	\$1,716,000	\$1,647,000	\$3,363,000	2017/2018
	3	Infrastructure/Parking - Phase III	***	\$6,466,000	\$6,466,000	2016/2017
	4	Swing Space	***	\$5,800,000	\$5,800,000	2016/2017
	Subtotal for Monterey Campus		\$1,716,000	\$13,913,000	\$15,629,000	
Ft. Ord Center	1	Ft. Ord Public Safety - Phase II	\$7,863,000	\$7,749,000	\$15,612,000	2017/2018
	Subtotal for Fort Ord Center		\$7,863,000	\$7,749,000	\$15,612,000	
TOTAL			\$9,579,000	\$21,662,000	\$31,241,000	

Note: Project costs of state-funded projects reflect Chancellor's Office escalation estimates. Occupancy dates for state funded projects are subject to state funding availability.

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. H

Academic Affairs
College Area

Proposal:

To approve this course which has proceeded through the institutional curriculum development process to the point of recommendation to the Board.

Background:

The course listed below is 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 course revision be approved:

ENSL 455, High-Intermediate Reading: American Culture

Recommended By:



Michael Gilmartin, Dean of Instructional Planning

Prepared By:



Maggie Caballero, Administrative Assistant

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

COURSE REVISION

ENSL 455, High-Intermediate Reading: American Culture

0 units

4 hours lecture, 1 hour lab

Justification:

Due to new procedures, the Chancellor's Office is requesting that this course revision be re-approved by the Governing Board because the original approval date was more than two years ago.

Description:

This is a high-intermediate reading course for the non-native speaker focusing on American culture. Students read and analyze literary and academic texts and build their academic vocabulary. Portions of instruction are offered online.

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. I

Student Services
Office

Proposal:

That the Governing Board ratify the 2014-15 Funding Terms and Conditions (FT&C) contract for the Full Day Pre-School Program at Monterey Peninsula College with the California Department of Education.

Background:

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract entered into and between Monterey Peninsula College and the California Department of Education is effective from July 1, 2014 through June 30, 2015. For satisfactory performance of the required services, the District shall be reimbursed at a rate not to exceed \$32.89 per child per day of full-time enrollment.

Budgetary Implications:


The District will receive an amount not to exceed \$170,565.00.

RESOLUTION: BE IT RESOLVED, that the Governing Board ratify the Funding Terms and Conditions (FT&C) contract for the Full Day Pre-School Program at Monterey Peninsula College with the California Department of Education, effective July 1, 2014.

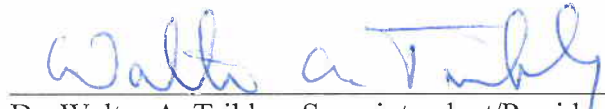
Recommended By:


Mr. Laurence E. Walker, Dean of Student Services

Prepared By:


Amy Cavender, Administrative Assistant to the Vice President of Student Services

Agenda Approval:


Dr. Walter A. Tribley, Superintendent/President



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4290

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6610-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$32.89 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$170,565.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	5,186.0
Minimum Days of Operation (MDO) Requirement	160

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR		
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Martin Johnson</i>		
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Martin Johnson, VP Student Svcs.		
TITLE Contracts, Purchasing and Conference Services		ADDRESS 980 Fremont Monterey, CA 93940		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 170,565	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 170,565	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE		

CONTRACTOR'S NAME: MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-4290

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,559	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6610	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 22,559	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 10,762	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6610	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 10,762	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 100,794	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6610			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 100,794	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				


AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 36,450	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6610			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,450	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO	B.R. NO
	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
Monterey Peninsula Community College District		942 314506
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Martin Johnson, VP Student Services		
Date Executed	Executed in the County of	
6/19/14	Monterey	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check [] if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

980 Fremont
Monterey, CA 93940

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Monterey Peninsula Community College District	CONTRACT # CSPP 4290
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Martin Johnson, VP Student Svcs.	
SIGNATURE 	DATE 6/19/14



RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2014-15.

RESOLUTION

BE IT RESOLVED that the Governing Board of Monterey Peninsula
Community College District

authorizes entering into local agreement number/s CSPP 4290 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Martin Johnson</u>	<u>VP Student Svcs.</u>	
<u>Walter Tribley</u>	<u>President</u>	

PASSED AND ADOPTED THIS _____ day of _____ 2014, by the Governing Board of Monterey Peninsula Community College District of Monterey County, California.

I, Walter Tribley, Clerk of the Governing Board of Monterey Peninsula Community College District, of Monterey County, California,

certify that the foregoing is a full true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) _____ / _____
(Date)

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014
Board Meeting Date

Human Resources
College Area

New Business Agenda Item No. J

Proposal: That the Governing Board ratify the addendum to extend the employment agreement with C. Earl Davis to serve as the Interim Vice President for Administrative Services from July 1, 2014 through July 31, 2014.

Background:

On January 31, 2014, the Governing Board of Monterey Peninsula Community College District ratified the employment agreement for Mr. C. Earl Davis for the position of Interim Vice President for Administrative Services under the terms and conditions of the attached contract. The term of the contract was from February 1, 2014 through June 30, 2014. The addendum will extend the employment agreement for the month of July 2014. The Governing Board will consider the approval of an employment contract for Mr. Davis for the position of Vice President of Administrative Services at the July 2014 board meeting.

Budgetary Implications:
Included in budget.

[X] Resolution: Be it resolved, that Board of Trustees ratify the addendum to the Interim Vice President Employment Agreement of February 1, 2014 for the period of July 1, 2014 through July 31, 2014.

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

Prepared By: [Signature]
Susan Kitagawa, Associate Dean of Human Resources

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

**Monterey Peninsula Community College District
Addendum to Interim Vice President Employment Agreement**

This Addendum to the Interim Vice President for Administrative Services Employment Agreement (“Addendum”) is made this 1st day of July, 2014, by and between the Governing Board of the MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT (the “Board”) and C. EARL DAVIS, (“Interim Vice President”). This Addendum modifies the Interim Vice President Employment Agreement of February 1, 2014 between the parties hereto (the “Agreement”) as follows:

1. **Term.** The period of employment specified in Section 1 of the Agreement is hereby extended and shall terminate on the 31st day of July 2014, subject to the terms and conditions set forth in the Agreement.
2. **No Other Modification.** This Addendum does not modify the Agreement in any way other than as explicitly set forth herein.



C. Earl Davis
Interim Vice President for Administrative Services
Monterey Peninsula Community College District

Dr. Walter Tribbley
Superintendent/President
Monterey Peninsula Community College District

Charles Brown
Chair of the Board of Trustees
Governing Board of the Monterey Peninsula
Community College District

MONTEREY PENINSULA COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

January 31, 2014

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

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

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

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

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

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

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

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

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

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

INTERIM VICE PRESIDENT
FOR ADMINISTRATIVE
SERVICES

CHAIR
BOARD OF TRUSTEES

C. Earl Davis 13 Jan 14
Mr. C. Earl Davis Date
Date

Charles Brown
Mr. Charles Brown

SUPERINTENDENT/PRESIDENT

Walter A. Tribley 1/16/14
Dr. Walter Tribley Date

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

New Business Agenda Item No. K

Human Resources

College Area

Proposal:

That the Governing Board approve the employment agreement with C. Earl Davis to serve as the Vice President from August 1, 2014 through June 30, 2017.

Background:

Following the solicitation of applications, screening, committee and second interviews, forum presentation, and reference checks, it is recommended that C. Earl Davis be employed as the Vice President of Administrative Services under the terms and conditions of the attached contract.

Mr. Davis has currently been employed as the Interim Vice President of Administrative Services and therefore is knowledgeable 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. Davis was employed in the private sector as a Certified Public Accountant in the state of California for six years. He began his professional career in public education in 1986 for Orange Unified School District. Since that time he has served as the Chief Business Officer for Arcadia Unified School District for 12 years and at Chaffey Community College District for 11 years.

During the past 25 years, Mr. Davis has overseen all facets of business and administrative services including budgeting, accounting, auditing, risk management, purchasing, contracts, facilities, maintenance, operations, transportation, auxiliary services, information technology, security, energy management and emergency preparedness.

Mr. Davis attended Chaffey Community College District in Alta Loma, CA (1975-1977) transferring to California Polytechnic University - Pomona (1977-1979) where he graduated with a Bachelor Science Degree – Cum Laude with a major in Business and a minor in Information Technology Systems.

Mr. Davis' initial salary placement is Vice President Row, Step 5 on the administrative salary schedule.

Budgetary Implications:

Included in budget.

- RESOLUTION: BE IT RESOLVED**, that the Governing Board approve the agreement to employ C. Earl Davis as the Vice President of Administrative Services from August 1, 2014 through June 30, 2017.

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

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

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

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made and entered into by and between the Monterey Peninsula Community College District ("District"), acting by and through its Governing Board ("Board"), and C. Earl Davis ("Vice President").

WITNESSETH

- 1. Term of Employment.** Vice President is hereby employed in the position of Vice President of Administrative Services for the period commencing on August 1, 2014 and ending on June 30, 2017, subject to earlier termination pursuant to the terms of this Agreement.
- 2. Salary.** Vice President's monthly salary shall be \$11,942.00, which represents Vice President Row, Step 5, on the Administrative Salary Schedule. Vice President's salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. Provided Vice President receives a satisfactory evaluation,
- 3. Stipends.** Vice President shall receive 5% stipend for serving on negotiations teams pursuant to the Administrative Salary Schedule for a total monthly rate of \$12,539.00.
- 4. Health Benefits.** Vice President has been offered and has declined an Affordable Care Act compliant health benefits plan. For each year that the health benefits plan is declined, the Vice President shall sign a waiver. The option to decline health benefits is offered at the sole discretion of the District. The District will give the Vice President thirty (30) days written notice if this option is withdrawn by the District.
- 5. Tax Sheltered Annuity.** District will provide a \$1,667.00 contribution per month to a District approved Tax Sheltered Annuity. The amount of the Tax Sheltered Annuity may be modified or eliminated during the term of this agreement on thirty (30) days written notice, at the discretion of the District.
- 6. Car Allowance.** District will provide a \$200.00 per month car allowance to Vice President. The allowance shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions.
- 7. Personal Expense Allowance.** The District will provide a \$200.00 per month "personal expense allowance" to the Vice President. As with the salary installments, this amount will be payable on the normal payroll date of each calendar month. This

"personal expense allowance" is intended to cover necessary expenses incurred in the course and scope of employment, and is in lieu of reimbursement for actual expenses.

8. Work Year. The work year for Vice President shall be a twelve month year.

9. Vacation. Vice President may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be accumulated beyond forty-four (44) days. Board Policy 5575 shall apply to vacation. In the event of termination of employment, Vice President shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

10. Sick Leave. In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 87782, Vice President shall accrue sick leave at the rate of twelve (12) days per contract year.

11. Other Leave. Per Board Policy 5580, Vice President may also take an additional ten (10) days per year beyond the normal vacation for study, travel, and general professional improvement. Leave under this policy is non-cumulative and must be taken within the year in which it is earned. In no event shall any unused portion of this leave be subject to payment.

12. Duties/Responsibilities. Vice President shall competently perform all of Vice President's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Superintendent/President. During the term of this Agreement, Vice President may be assigned or reassigned to any duties or positions for which Vice President possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

13. Evaluation. The Superintendent/President may evaluate and assess in writing the performance of Vice President at any time, and shall do so at least once a year during the term of this Agreement.

14. Termination. District and Vice President agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Vice President.

B. Resignation. Vice President may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Vice President in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Vice President for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Vice President's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Vice President and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Vice President disputes the charges, Vice President shall then be entitled to a conference before the Board in closed session. Vice President and the Board shall each have the right to be represented by counsel at their own expense. Vice President shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Vice President believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Vice President with a written decision. The decision of the Board shall be final.

Vice President's conference before the Board shall be deemed to satisfy Vice President's entitlement to due process of law and shall be Vice President's exclusive right to any conference or hearing otherwise required by law. Vice President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Vice President's administrative remedies and then authorizes Vice President to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Vice President. Upon expiration of Vice President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Vice President to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to Vice President.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Vice President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Vice President solely upon written notice to Vice President and Vice President shall not be entitled to any compensation of any nature, whether as cash,

salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Vice President receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Vice President if Vice President is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Vice President against charges involving abuse of office or position and Vice President is then convicted of such charges, Vice President shall fully reimburse the District all funds expended for Vice President's criminal defense.

15. Tax/Retirement Issues. The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Vice President. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Vice President or any designated beneficiary, heirs, administrators, executors, successors or assigns of Vice President. Vice President shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Vice President agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

16. Management Hours. The demands of Vice President's position require more than eight (8) hours a day and/or forty (40) hours per work week. Vice President is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17. Application of Board Policy. Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees (Series 5500) shall also apply to the Vice President.

18. General Terms.

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

B. Severability. If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any

of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

G. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's governing board at a regular meeting in open session as required by law.

H. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

J. Public Record. The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Vice President has signed his/her name signifying acceptance of the terms of this agreement.


By: _____
Charles Brown, Chair, Governing Board
Monterey Peninsula Community College District

Date: _____

By: _____
Dr. Walter Tribley, Superintendent/President

Date: _____

Monterey Peninsula Community College District

By: 
C. Earl Davis, Vice President, Administrative Services

Date: 15 Jul 14

cc: Personnel File

Monterey Peninsula Community College District

Governing Board Agenda

July 24, 2014

New Business Agenda Item No. L

President's Office
College Area

Proposal:

That the Governing Board approve a resolution in support of Senate Bill 850 (Block) authorizing establishment of a baccalaureate degree pilot program at the California Community Colleges.

Background:

In August 2013, Brice Harris, the Chancellor of the California Community Colleges, appointed a study group to review the various issues related to bachelor degree programs being added to the community college mission as defined in the California Higher Education Master Plan. Legislation would be required to authorize community colleges to offer baccalaureate degrees.

In January 2014, Senator Marty Block introduced Senate Bill (SB) 850 which would authorize the establishment of a baccalaureate degree pilot program at the California Community Colleges. Per the Chancellor's Office legislative analysis, the bill would authorize the Board of Governors, in consultation with the California State University and the University of California, to establish a pilot program at 15 community college districts which would be determined by the Chancellor. Each participating district would be authorized to offer one type of baccalaureate degree at one campus within the district. Baccalaureate degrees offered would be limited to degrees not offered by the CSU or the UC and in areas with unmet local workforce needs. Fees for upper division coursework would be set by the Legislature. The program would begin in the 2017-18 year and would require degrees to be completed by 2022-23.

SB 850 was read and passed by the Senate, approved by the Assembly Higher Education Committee on June 24, 2014, and has been referred to the Assembly Appropriations Committee. At the June Board meeting, staff was directed to prepare a draft resolution in support of SB 850.

Budgetary Implications:

None.

- RESOLUTION:** **BE IT RESOLVED**, That Resolution No. ~~158~~ in support of SB 850 (Block) authorizing establishment of baccalaureate degree pilot programs at the California Community Colleges, be approved.

Recommended By:

Walter Tribley (SNA)
Dr. Walter Tribley, Superintendent/President

Prepared By:

Vicki Nakamura
Vicki Nakamura, Assistant to the President

Agenda Approval:

Walter Tribley (SNA)
Dr. Walter Tribley, Superintendent/President

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 158

RESOLUTION IN SUPPORT OF SB 850 (BLOCK) AUTHORIZING ESTABLISHMENT OF BACCALAUREATE DEGREE PILOT PROGRAMS AT THE CALIFORNIA COMMUNITY COLLEGES

WHEREAS, California has identified the need for awarding over one million bachelor's degrees, especially in workforce fields, in order to strengthen the economy; and

WHEREAS, California public universities lack the capacity for providing baccalaureate instruction in high-demand workforce fields; and

WHEREAS, California's community colleges are able to provide high-quality, affordable, and accessible programs at the baccalaureate level in a limited number of specific areas to meet this demand for a skilled workforce; and

WHEREAS, these baccalaureate programs will be limited and will not detract from the community colleges' mission to advance California's economic growth and global competitiveness through education, training, and services that contribute to continuous workforce improvement, nor will the programs unnecessarily duplicate similar programs offered by nearby four-year institutions; and

WHEREAS, a study group, appointed by Chancellor Brice W. Harris, was asked to review the various aspects of bachelor's degrees at community colleges; and

WHEREAS, the study group included members from various constituencies from across the community college system, as well as members from the California State University and the University of California; and

WHEREAS, twenty one other states, from Florida to Hawaii, already allow their community colleges to offer bachelor's degrees in selected workforce fields; and

WHEREAS, the study group concluded that the concept of community colleges offering bachelor's degrees merits serious consideration; and

WHEREAS, Senate Bill 850, authored by Senator Marty Block, would support exploration of this concept by authorizing establishment of a pilot program allowing community colleges to offer bachelor's degrees in selected workforce fields;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Monterey Peninsula Community College District supports Senate Bill 850 (Marty Block).

PASSED AND ADOPTED by the Governing Board of the Monterey Peninsula Community College District this 23rd day of July, 2014, by the following vote:

Ayes:

Noes:

Absent:

Abstentions:

Charles Brown, Chair, Governing Board

Dr. Walter Tribley, Secretary

Monterey Peninsula Community College District

Governing Board Agenda

July 23, 2014

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:

Walt a Tribley

Dr. Walter Tribley, Superintendent/President

MPC Governing Board 2014 Calendar of Events

JULY, 2014

Friday, July 18

Wednesday, July 23

Friday, July 25

MPC Theatre Opening: *Oklahoma!*, 7:30pm, Morgan Stock Stage

Regular Board Meeting, Marina Education Center

1:30pm: Closed Session – MA 404

3:00pm: Open Session – MA 403

End of Six-Week Summer Session

AUGUST, 2014

Monday, August 4

Friday, August 8

Thursday, August 21

Monday, August 25

Wednesday, August 27

CBOC Tour of the Student Center and Art Buildings, 2:00pm

End of Eight-Week Summer Session

Flex Day Program, 8:00am-1:20pm

Fall Semester begins

Regular Board Meeting, **MPC Library & Technology Center**

1:30pm, Closed Session – **Stutzman Room**

3:00pm Regular Meeting – **Sam Karas Room**

SEPTEMBER, 2014

Monday, September 1

Wednesday, September 24

Labor Day Holiday

Regular Board Meeting, MPC Library & Technology Center

1:30pm: Closed Session – Stutzman Room

3:00pm: Regular Meeting – Sam Karas Room

OCTOBER, 2014

Wednesday, October 22

Regular Board Meeting, **Public Safety Training Center**

1:30pm: Closed Session – **TBA**

3:00pm: Regular Meeting – **TBA**

NOVEMBER, 2014

Monday, November 10

Wednesday, November 19

Thurs-Fri, November 27-28

Veteran's Day Holiday

Regular Board Meeting, MPC Library & Technology Center

1:30pm: Closed Session – Stutzman Room

3:00pm: Regular Meeting – Sam Karas Room

*Date moved to 3rd Wednesday due to Thanksgiving holiday

Thanksgiving Holiday

DECEMBER, 2014

Wednesday, December 10

Thursday, December 18

Wed, December 24 to

Thursday, January 1

Regular Annual Organizing Board Meeting, MPC Library & Technology Center

1:30pm: Closed Session – Stutzman Room

3:00pm: Regular Meeting – Sam Karas Room

Fall Semester ends

Winter Break