

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. A

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2011-2012 Monthly Financial Reports for the period ending February 29, 2012.

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 2011-2012 Monthly Financial Reports for the period ending February 29, 2012 be accepted.

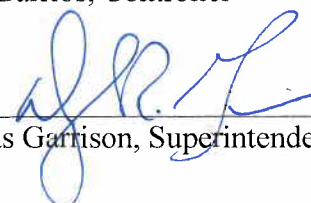
Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Rosemary Barrios, Controller

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula College
Fiscal Year 2011-12
Financial and Budgetary Report
February 29, 2012

Enclosed please find attached the financial reports for the month ending February 29, 2012 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 February 29, 2012 is \$26,247,827 which is 1% less than the same period last fiscal year. Expenditures year-to-date total \$28,631,711 which is 9.6 % more than the same time last fiscal year, for a net difference of \$2,383,884.

We project the revenue and expenditures within the Operating Fund overall will closely match the budget plan adopted for the 11-12 fiscal year.

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

Revenues

- The February advanced apportionment payment received was \$49,726, which is 8% of the total certified apportionment. The county office has not closed the books for the month of February yet, so the February apportionment payment will be reflected on next month's financial report.
- The District receives a percentage of the total certified state apportionment revenue each month. The certified state apportionment is the largest revenue source of the District. This makes up 92.4% of the Unrestricted General Fund revenue.
- The District received \$517,781 in current year federal grant funds this month as reflected in the Restricted General Fund.

Expenditures

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

Self Insurance Fund

Self Insurance expenses are at 59.8% of budgeted expenditures. The expenditure amount is 2.7% more than the amount for the same period last fiscal year. No conclusions can be drawn from the rate of current expenses. We will continue to track this fund closely each month.

Parking Fund

Parking revenues are 110.2% of budget, indicating total revenue for the year to be significantly higher than budgeted. Expenses are on budget at 60%.

Fiduciary Funds

All Fiduciary Funds are tracking close to budget with the exception of the Associated Student Fund. Revenues are currently at 8.10% less than last fiscal year. We will continue to track this fund closely and we will be adjusting the budgeted revenue and expense by the end of the third quarter.

Cash Balance:

The total cash balance for all funds is \$67,825,071 including bond cash of \$47,591,833 and \$20,233,238 for all other funds. Operating funds cash is \$7,241,189. The District's cash balance is sufficient to manage cash flow demands (payroll and accounts payable) for the next month. The next large property tax installment is due in late April.

Other

The Chancellor's Office has released the First Principal Apportionment (P1) on February 16, 2012. As expected, a deficit coefficient was reported because student fee revenues are significantly below the Department of Finance projections. The deficit coefficient is 0.965807553 which translates to a mid-year cut of \$822,295 for Monterey Peninsula College. Administration is working with the Budget Committee to identify ways to address the current year deficit; however, with two-thirds of the fiscal year already passed, options are very limited.

Monterey Peninsula Community College

Monthly Financial Report

February 29, 2012

Summary of All Funds

<u>Funds</u>	<u>Beginning Fund Balance</u>	<u>Revised Budgets 2011 - 2012</u>		<u>Ending Fund Balance</u>	<u>Year to Date Actual 2011 - 2012</u>			<u>% Actual to Budget</u>		<u>Cash Balance</u>
	<u>07/01/11</u>	<u>Revenue</u>	<u>Expense</u>	<u>6/30/2012</u>	<u>Revenue</u>	<u>Expense</u>	<u>Encumbrances</u>	<u>Rev</u>	<u>Exp</u>	<u>2/29/2012</u>
General - Unrestricted	\$3,763,831	\$37,533,388	\$37,530,142	\$3,767,077	\$22,288,092	\$24,372,299	1,201,953	59.4%	68.1%	\$5,302,422
General - Restricted	0	5,629,934	5,629,934	0	2,944,268	3,326,307	152,971	52.3%	61.8%	0
Child Dev - Unrestricted	0	560,576	560,576	0	322,039	346,458	0	57.4%	61.8%	(848)
Child Dev - Restricted	0	236,258	236,258	0	70,650	177,878	10,425	29.9%	79.7%	1,231,983
Student Center	214,409	275,200	264,229	225,380	106,174	131,868	34,290	38.6%	62.9%	349,658
Parking	92,179	469,000	464,458	96,721	516,604	276,901	1,550	110.2%	60.0%	357,974
Subtotal Operating Funds	\$4,070,419	\$44,704,356	\$44,685,597	\$4,089,178	\$26,247,827	\$28,631,711	\$1,401,189	58.7%	64.1%	\$7,241,189
Self Insurance	9,327,145	6,886,665	7,477,624	8,736,186	4,544,882	4,410,932	57,138	66.0%	59.8%	10,647,808
Capital Project	812,067	3,216,400	3,914,852	113,615	211,888	127,459	75,283	6.6%	5.2%	1,231,983
Building	54,046,985	200,000	39,371,502	14,875,483	183,999	8,652,229	21,214,565	92.0%	75.9%	47,591,833
Debt Service	103,491	275,324	275,324	103,491	276,793	206,493	68,831	100.5%	75.0%	121,010
Revenue Bond	20,905	18,975	18,975	20,905	19,132	17,100	1,875	100.8%	90.1%	23,528
Associated Student	16,122	122,000	122,000	16,122	60,808	42,803	0	49.8%	35.1%	71,485
Financial Aid	12,881	5,500,000	5,500,000	12,881	3,945,359	3,945,359	0	71.7%	71.7%	207,169
Scholarship & Loans	272,948	2,850,000	2,850,000	272,948	1,681,469	1,625,252	0	59.0%	57.0%	311,295
Trust Funds	293,917	589,000	589,000	293,917	388,370	250,196	0	65.9%	42.5%	336,354
Orr Estate	61,262	50,000	40,000	71,262	11,472	34,715	0	22.9%	86.8%	41,417
Total all Funds	\$69,038,142	\$64,412,720	\$104,844,874	\$28,605,988	\$37,571,999	\$47,944,249	\$22,818,881	58.3%	45.7%	\$67,825,071

*** BOARD REPORT ***

GENERAL FUND (Unrestricted)

Fund 01

Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE	
REVENUES							
8100 FEDERAL	11,357	10,700	0	0		10,700	0.0%
8600 STATE	23,414,545	20,561,741	94	11,410,408		9,151,333	55.5%
8800 COUNTY / LOCAL	17,214,510	15,856,665	604,529	10,877,684		4,978,981	68.6%
8900 INTERFUND TRANSFER IN	<u>50,000</u>	<u>1,104,282</u>	<u>0</u>	<u>0</u>		<u>1,104,282</u>	N/A
TOTAL REVENUE :	<u>\$40,690,413</u>	<u>\$37,533,388</u>	<u>\$604,622</u>	<u>\$22,288,092</u>		<u>\$14,141,014</u>	59.4%
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	6,879,593	5,926,372	544,733	3,756,265		2,170,107	63.4%
1200 NON TEACHER SALARIES	2,952,928	2,842,030	243,159	1,805,658		1,036,372	63.5%
1300 HOURLY TEACHER	4,919,371	4,818,084	424,777	3,311,164		1,506,920	68.7%
1400 OTHER HOURLY SALARIES	<u>140,700</u>	<u>199,718</u>	<u>13,658</u>	<u>110,496</u>		<u>89,222</u>	55.3%
TOTAL CERTIFICATED :	<u>\$14,892,592</u>	<u>\$13,786,204</u>	<u>\$1,226,328</u>	<u>\$8,983,583</u>		<u>\$4,802,621</u>	65.2%
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	5,773,865	5,548,895	471,483	3,801,641		1,747,254	68.5%
2200 INSTRUCTIONAL AIDES	754,063	774,891	66,636	468,307		306,584	60.4%
2300 HOURLY NON INSTRUCTIONAL	387,886	308,233	39,238	373,514		(65,281)	121.2%
2400 HOURLY INSTRUCTIONAL	<u>677,838</u>	<u>646,026</u>	<u>50,482</u>	<u>409,853</u>		<u>236,173</u>	63.4%
	<u>\$7,593,652</u>	<u>\$7,278,046</u>	<u>\$627,839</u>	<u>\$5,053,315</u>		<u>\$2,224,731</u>	69.4%

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

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GENERAL FUND (Unrestricted) continued

Fund 01

Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
3XXX TOTAL FRINGE BENEFITS :	<u>\$4,417,020</u>	<u>\$4,678,023</u>	<u>\$458,416</u>	<u>\$3,307,461</u>	<u>\$118,798</u>	<u>\$1,251,765</u>	73.2%
<u>SUPPLIES & OTHER</u>							
4300 INSTRUCTIONAL SUPPLIES	267,033	228,005	15,842	91,373	31,807	104,825	54.0%
4500 OTHER SUPPLIES	491,230	342,941	20,204	236,072	81,327	25,542	92.6%
4700 FOOD	9,760	4,225	474	1,100	0	3,125	26.0%
TOTAL SUPPLIES & OTHER :	<u>\$768,023</u>	<u>\$575,171</u>	<u>\$36,520</u>	<u>\$328,545</u>	<u>\$113,134</u>	<u>\$133,492</u>	76.8%
<u>OTHER</u>							
5100 CONTRACTED SERVICES	2,121,792	1,599,599	11,316	437,894	39,793	1,121,913	29.9%
5200 TRAVEL	170,358	146,241	5,995	60,383	9,440	76,418	47.7%
5300 DUES AND SUBSCRIPTIONS	138,788	119,694	200	113,759	0	5,935	95.0%
5400 INSURANCE	326,944	335,300	19,208	358,775	0	(23,475)	107.0%
5500 UTILITIES & HOUSEKEEPING	1,090,953	1,196,735	84,832	634,443	645,543	(83,251)	107.0%
5600 RENTS & LEASES	639,219	599,360	18,317	388,425	97,437	113,497	81.1%
5700 LEGAL AND AUDIT	102,924	303,455	7,225	48,884	26,572	227,999	24.9%
5800 OTHER SERVICES	305,054	531,959	12,606	211,085	94,425	226,449	57.4%
TOTAL OTHER :	<u>\$4,896,031</u>	<u>\$4,832,342</u>	<u>\$159,700</u>	<u>\$2,253,648</u>	<u>\$913,209</u>	<u>\$1,665,485</u>	65.5%
<u>CAPITAL OUTLAY</u>							
6200 BUILDING IMPROVEMENT	31,899	22,771	9,321	17,330	3,973	1,467	93.6%
6300 CAPITAL BOOKS & SOFTWARE	45,513	137,530	0	137,530	0	0	100.0%
6400 EQUIPMENT	86,835	60,903	5,617	31,066	52,839	(23,002)	137.8%
TOTAL CAPITAL OUTLAY :	<u>\$164,247</u>	<u>\$221,203</u>	<u>\$14,938</u>	<u>\$185,926</u>	<u>\$56,812</u>	<u>(\$21,535)</u>	109.7%
<u>TRANSFERS</u>							
7300 INTERFUND TRANSFER OUT	6,656,331	6,159,152	917,388	4,259,821	0	1,899,331	69.2%
TOTAL TRANSFERS :	<u>\$6,656,331</u>	<u>\$6,159,152</u>	<u>\$917,388</u>	<u>\$4,259,821</u>	<u>\$0</u>	<u>\$1,899,331</u>	69.2%
TOTAL EXPENSE & TRANSFERS :	<u>39,387,897</u>	<u>37,530,142</u>	<u>3,441,129</u>	<u>24,372,299</u>	<u>1,201,953</u>	<u>11,955,890</u>	68.1%
REVENUE OVER EXPENSE :	<u>\$1,302,516</u>	<u>\$3,246</u>	<u>(\$2,836,506)</u>	<u>(\$2,084,206)</u>	<u>(\$1,201,953)</u>	<u>\$2,185,123</u>	

*** BOARD REPORT ***

GENERAL FUND (Restricted)

Fund 01

Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-2012					
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE	Y-T-D ACTUAL TO BUDGET
REVENUES							
8100 FEDERAL	1,566,098	2,456,181	517,781	1,091,567	0	1,364,614	44.4%
8600 STATE	2,578,855	2,437,019	0	1,414,871	0	1,022,148	58.1%
8800 COUNTY / LOCAL	707,127	669,613	32,323	437,830	0	231,783	65.4%
8900 INTERFUND TRANSFER IN	67,384	67,121	0	0	0	67,121	0.0%
TOTAL REVENUE :	\$4,919,464	\$5,629,934	\$550,104	\$2,944,268	0	\$2,685,666	52.3%
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	112,083	50,322	4,567	31,970	0	18,352	63.5%
1200 NON TEACHER SALARIES	870,821	963,606	83,794	637,191	0	326,415	66.1%
1300 HOURLY TEACHER	73,988	53,655	3,397	41,045	0	12,610	76.5%
1400 OTHER HOURLY SALARIES	188,510	224,599	10,439	128,138	0	96,461	57.1%
TOTAL CERTIFICATED :	\$1,245,402	\$1,292,182	\$102,197	\$838,344	\$0	\$453,838	64.9%
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	552,431	571,943	49,142	392,118	0	179,825	68.6%
2300 HOURLY NON INSTRUCTIONAL	386,196	346,259	22,604	226,807	0	119,452	65.5%
2400 HOURLY INSTRUCTIONAL	158,574	186,093	9,296	89,355	0	96,738	48.0%
TOTAL CLASSIFIED :	\$1,097,201	\$1,104,295	\$81,042	\$708,280	\$0	\$396,015	64.1%

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

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OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-2012					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
3XXX TOTAL FRINGE BENEFITS :	<u>\$384,533</u>	<u>\$418,382</u>	<u>\$34,144</u>	<u>\$278,929</u>	<u>\$0</u>	<u>\$139,453</u>	66.7%
<u>SUPPLIES & OTHER</u>							
4300 INSTRUCTIONAL SUPPLIES	54,584	122,944	6,093	17,990	1,735	103,219	16.0%
4500 OTHER SUPPLIES	53,119	71,975	4,290	20,112	5,931	45,932	36.2%
4700 FOOD	<u>26,841</u>	<u>18,000</u>	<u>526</u>	<u>7,418</u>	<u>0</u>	<u>10,582</u>	41.2%
TOTAL SUPPLIES & OTHER :	<u>\$134,544</u>	<u>\$212,919</u>	<u>\$10,909</u>	<u>\$45,520</u>	<u>\$7,666</u>	<u>\$159,733</u>	25.0%
<u>OTHER</u>							
5100 CONTRACTED SERVICES	631,905	724,292	21,933	374,109	141,440	208,743	71.2%
5200 TRAVEL	479,069	504,312	103,577	341,027	0	163,285	67.6%
5300 DUES AND SUBSCRIPTIONS	1,320	900	0	2,717	0	(1,817)	301.9%
5400 INSURANCE	68,467	44,207	0	43,639	0	568	98.7%
5500 UTILITIES & HOUSEKEEPING	355	500	0	181	219	100	80.0%
5600 RENTS & LEASES	35,290	11,586	335	11,423	1,019	(856)	107.4%
5800 OTHER SERVICES	<u>139,241</u>	<u>241,610</u>	<u>40,249</u>	<u>166,327</u>	<u>0</u>	<u>75,283</u>	68.8%
TOTAL OTHER :	<u>\$1,355,647</u>	<u>\$1,527,407</u>	<u>\$166,094</u>	<u>\$939,423</u>	<u>\$142,678</u>	<u>\$445,306</u>	70.8%
<u>CAPITAL OUTLAY</u>							
6300 CAPITAL BOOKS & SOFTWARE	18,266	2,600	0	0	2,600	0	0.0%
6400 EQUIPMENT	<u>174,144</u>	<u>233,803</u>	<u>5,026</u>	<u>61,031</u>	<u>0</u>	<u>172,772</u>	26.1%
TOTAL CAPITAL OUTLAY :	<u>\$192,410</u>	<u>\$236,403</u>	<u>\$5,026</u>	<u>\$61,031</u>	<u>\$2,600</u>	<u>\$172,772</u>	26.9%
<u>TRANSFERS</u>							
7300 INTERFUND TRANSFER OUT	589,703	565,356	46,870	375,360	0	189,996	66.4%
7500 STUDENT FINANCIAL AID PYMT	17,505	42,639	(362)	8,338	0	34,301	19.6%
7600 OTHER PYMTS TO STUDENTS	<u>127,015</u>	<u>230,351</u>	<u>166</u>	<u>71,082</u>	<u>27</u>	<u>159,242</u>	30.9%
TOTAL TRANSFERS :	<u>\$734,223</u>	<u>\$838,346</u>	<u>\$46,674</u>	<u>\$454,780</u>	<u>\$27</u>	<u>\$383,539</u>	54.3%
TOTAL EXPENSE & TRANSFERS :	<u>5,143,960</u>	<u>5,629,934</u>	<u>446,086</u>	<u>3,326,307</u>	<u>152,971</u>	<u>2,150,656</u>	61.8%
REVENUE OVER EXPENSE :	<u>(\$224,496)</u>	<u>\$0</u>	<u>\$104,018</u>	<u>(\$382,039)</u>	<u>(\$152,971)</u>	<u>\$535,010</u>	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Unrestricted
 Monterey Peninsula College
 February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-2012					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUE								
8660 Cal Early Childhood Mentor Prog	-46.17	0	0	0	0	0	0	0.0%
8800 LOCAL	72,745	279,598	6,040	41,061	0	238,537	14.7%	
8900 OTHER	466,158	280,978	37,644	280,978	0	0	100.0%	
TOTAL REVENUE:	538,857	560,576	43,684	322,039	0	\$238,537	57.4%	
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED SALARIES								
2100 NON INSTRUCTIONAL	112,212	97,875	9,316	74,710	0	23,165	76.3%	
2200 INSTRUCTIONAL AIDES	121,952	155,155	14,528	88,886	0	66,269	57.3%	
2300 NON INSTRUCTIONAL TEMP	8,641	10,329	0	593	0	9,736	0.0%	
2400 HOURLY INSTRUCTIONAL	58,457	71,465	4,722	37,048	0	34,417	51.8%	
TOTAL CLASSIFIED:	\$301,262	\$334,824	\$28,566	\$201,237	\$0	\$133,587	60.1%	
3XXX TOTAL FRINGE BENEFITS :	\$72,054	\$84,230	\$7,473	\$52,206	\$0	\$32,024	62.0%	
SUPPLIES & OTHER								
4300 INSTRUCTIONAL SUPPLIES	0	270	0	0	0	270	0.0%	
4500 OTHER SUPPLIES	0	1,493	0	0	0	1,493	0.0%	
TOTAL SUPPLIES & OTHER:	\$0	\$1,763	\$0	\$0	\$0	\$1,763	0.0%	
OTHER								
5400 INSURANCE	0	0	0	0	0	0	0.0%	
5600 RENTS. LEASES. AND REPAIRS	660	0	0	0	0	0	0.0%	
TOTAL OTHER :	\$660	\$0	\$0	\$0	\$0	\$0	0.0%	
TRANSFERS								
7300 INTERFUND TRANSFER OUT	141,713	139,759	11,627	93,015	0	46,744	66.6%	
TOTAL TRANSFERS:	\$141,713	\$139,759	\$11,627	\$93,015	\$0	\$46,744	66.6%	
TOTAL EXPENSE & TRANSFER:	\$515,689	\$560,576	\$47,666	\$346,458	\$0	\$214,118	61.8%	
REVENUE OVER EXPENSE :	\$23,168	\$0	(\$3,982)	(\$24,419)	\$0	\$24,419		

*** BOARD REPORT ***
Child Development Fund
Fund 04 Restricted
Monterey Peninsula College
February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-2012					
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE DUE	Y-T-D ACTUAL TO BUDGET
REVENUE							
8100 FEDERAL	71,440	22,068	0	56,544	0	(34,476)	256.2%
8690 STATE	234,756	214,190	8,283	92,085	0	122,105	43.0%
TOTAL REVENUE:	\$306,196	\$236,258	\$9,380	\$70,650	\$0	\$87,629	29.9%
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	0	(6,885)	0	0	0	(6,885)	0.0%
2200 INSTRUCTIONAL AIDES	123,462	117,892	11,444	77,706	0	40,186	65.9%
2300 HOURLY NON INSTRUCTIONAL	2,118	0	0	5,811	0	(5,811)	0.0%
2400 HOURLY INSTRUCTIONAL	4,000	0	0	8,525	0	(8,525)	0.0%
TOTAL CLASSIFIED:	\$129,580	\$111,007	\$11,444	\$92,042	\$0	\$18,965	82.9%
3XXX TOTAL FRINGE BENEFITS :	\$36,438	\$33,504	\$3,454	\$25,866	\$0	\$7,638	77.2%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	2,828	0	0	0	0	0	0.0%
4500 OTHER SUPPLIES	2,906	835	196	1,850	844	(1,859)	221.6%
4700 FOOD	19,182	16,400	1,531	10,219	9,581	(3,400)	62.3%
TOTAL SUPPLIES & OTHER:	\$24,916	\$17,235	\$1,727	\$12,069	\$10,425	(\$5,259)	70.0%
OTHER							
5400 INSURANCE	0	200	0	0	0	200	0.0%
5600 RENTS & LEASES	0	0	0	0	0	0	0.0%
5800 OTHER SERVICES	510	190	0	0	0	190	0.0%
TOTAL OTHER :	\$510	\$390	\$0	\$0	\$0	\$390	0.0%
Sites and Site Improvements							
6105 RENOVATION & REPAIR	\$2,525	\$5,068	\$0	\$1,865	\$0	\$3,203	36.8%
	\$2,525	\$5,068	\$0	\$1,865	\$0	\$3,203	36.8%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	72,715	69,054	5,755	46,036	0	23,018	66.7%
TOTAL TRANSFERS:	\$72,715	\$69,054	\$5,755	\$46,036	\$0	\$23,018	66.7%
TOTAL EXPENSE & TRANSFER:	\$266,684	\$236,258	\$22,380	\$177,878	\$10,425	\$47,955	79.7%
REVENUE OVER EXPENSE :	\$39,512	\$0	(\$13,000)	(\$107,228)	\$10,425	\$39,574	

*** BOARD REPORT ***

COLLEGE CENTER FUND

Fund 47

Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUE								
8800 COUNTY / LOCAL	257,622	275,200	12,959	105,377		169,823	38.3%	
8860 INTEREST	56	0	0	797		(797)	N/A	
TOTAL REVENUE :	\$257,677	\$275,200	\$12,959	\$106,174		\$169,026	38.6%	
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED								
2100 NON INSTRUCTIONAL	19,486	20,634	1,735	13,727	0	6,907	66.5%	
2300 HOURLY NON INSTRUCTIONA	56	0	0	0	0	0	N/A	
TOTAL CLASSIFIED :	\$19,543	\$20,634	\$1,735	\$13,727	\$0	\$6,907	66.5%	
3XXX TOTAL FRINGE BENEFITS :	\$5,766	\$6,228	\$524	\$4,143	\$0	\$2,085	66.5%	
SUPPLIES & OTHER								
4500 OTHER SUPPLIES	(12)	1,150	(3,040)	(3,089)	5	4,235	-268.2%	
TOTAL SUPPLIES & OTHER :	(\$12)	\$1,150	(\$3,040)	(\$3,089)	\$5	\$4,235	-268.2%	
OTHER								
5100 CONTRACT SERVICES	0	0	0	0	0	0	0.0%	
5200 TRAVEL	125	1,500	0	75	0	1,425	5.0%	
5300 MEMBERSHIP	75	75	0	0	0	75	0.0%	
5400 INSURANCE	17,545	17,545	0	17,545	0	0	100.0%	
5500 UTILITIES & HOUSEKEEPING	109,359	150,763	4,135	61,192	33,745	55,827	63.0%	
5600 RENTS & LEASES	3,278	10,020	0	3,355	540	6,125	38.9%	
5800 OTHER SERVICES	5,000	5,000	0	5,000	0	0	100.0%	
TOTAL OTHER :	\$135,382	\$184,903	\$4,135	\$87,166	\$34,285	\$63,452	65.7%	
CAPITAL OUTLAY								
6400 EQUIPMENT	5,650	3,000	783	3,875	0	(875)	129.2%	
TOTAL CAPITAL OUTLAY :	\$5,650	\$3,000	\$783	\$3,875	\$0	(\$875)	129.2%	
TRANSFERS								
7100 DEBT RETIREMENT	19,425	18,975	0	18,975	0	0	100.0%	
7300 INTERFUND TRANSFER	12,265	29,339	1,178	7,070	0	22,269	24.1%	
TOTAL TRANSFERS :	\$31,690	\$48,314	\$1,178	\$26,045	\$0	\$22,269	53.9%	
TOTAL EXPENSE & TRANSFERS :	\$198,018	\$264,229	\$5,315	\$131,868	\$34,290	\$98,072	62.9%	
REVENUE OVER EXPENSE :	\$59,659	\$10,971	\$7,645	(\$25,694)	(\$34,290)	\$70,954		

*** BOARD REPORT ***
 Parking Fund
 Fund 39
 Monterey Peninsula College
 February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-2012					BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUE								
8800 COUNTY / LOCAL	676,162	469,000	14,115	516,604	0	(47,604)	110.2%	
TOTAL REVENUE:	<u>\$676,162</u>	<u>\$469,000</u>	<u>\$14,115</u>	<u>\$516,604</u>	<u>\$0</u>	<u>(\$47,604)</u>	<u>110.2%</u>	
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED SALARIES								
2100 NON INSTRUCTIONAL	145,764	157,766	11,974	109,629	0	48,137	69.5%	
2300 HOURLY NON INSTRUCTIONAL	9,610	48,313	4,887	22,310	0	26,003	46.2%	
TOTAL CLASSIFIED :	<u>\$155,374</u>	<u>\$206,079</u>	<u>\$16,861</u>	<u>\$131,939</u>	<u>\$0</u>	<u>\$74,140</u>	<u>64.0%</u>	
3XXX TOTAL FRINGE BENEFITS :	<u>\$42,926</u>	<u>\$58,368</u>	<u>\$4,557</u>	<u>\$37,274</u>	<u>\$0</u>	<u>\$21,094</u>	<u>63.9%</u>	
SUPPLIES & OTHER								
4500 OTHER SUPPLIES :	<u>\$9,366</u>	<u>11,400</u>	<u>593</u>	<u>4,667</u>	<u>0</u>	<u>6,733</u>	<u>40.9%</u>	
TOTAL SUPPLIES & OTHER:	<u>\$9,366</u>	<u>\$11,400</u>	<u>\$593</u>	<u>\$4,667</u>	<u>\$0</u>	<u>\$6,733</u>	<u>40.9%</u>	
OTHER								
5100 CONTRACTS	46,800	0	0	0	0	0	0.0%	
5200 TRAVEL & CONFERENCE	0	0	0	0	0	0	0.0%	
5500 UTILITIES & HOUSEKEEPING	1,545	3,500	318	1,817	674	1,009	0.0%	
5600 RENTS & LEASES	17,380	37,182	0	6,392	0	30,790	17.2%	
TOTAL OTHER:	<u>\$65,725</u>	<u>\$40,682</u>	<u>\$318</u>	<u>\$8,209</u>	<u>\$674</u>	<u>\$31,799</u>	<u>20.2%</u>	
CAPITAL OUTLAY								
6400 EQUIPMENT		38,957	10,225	31,964	876	6,117	82.0%	
TOTAL CAPITAL OUTLAY:	<u>\$1</u>	<u>\$38,957</u>	<u>\$10,225</u>	<u>\$31,964</u>	<u>\$876</u>	<u>\$6,117</u>	<u>82.0%</u>	
TRANSFERS								
7300 INTERFUND TRANSFER OUT	97,335	108,972	7,856	62,848	0	46,124	57.7%	
TOTAL TRANSFERS:	<u>\$97,335</u>	<u>\$108,972</u>	<u>\$7,856</u>	<u>\$62,848</u>	<u>\$0</u>	<u>\$46,124</u>	<u>57.7%</u>	
TOTAL EXPENSE & TRANSFER:	<u>\$372,010</u>	<u>\$464,458</u>	<u>\$40,410</u>	<u>\$276,901</u>	<u>\$1,550</u>	<u>\$186,007</u>	<u>60.0%</u>	
REVENUE OVER EXPENSE :	<u>\$304,152</u>	<u>\$4,542</u>	<u>(\$26,295)</u>	<u>\$239,703</u>	<u>(\$1,550)</u>	<u>(\$233,611)</u>		

*** BOARD REPORT ***

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

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES				
REVENUE								
8800 COUNTY / LOCAL	634,428	520,765	47,971	267,592		253,173	51.4%	
8860 INTEREST	6,371	0	10,602	40,646		(40,646)	N/A	
8900 INTERFUND TRANSFER IN	6,711,957	6,365,900	953,030	4,236,643		2,129,257	66.6%	
TOTAL REVENUE :	\$7,352,756	\$6,886,665	\$1,011,602	\$4,544,882		\$2,341,783	66.0%	
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
3XXX TOTAL FRINGE BENEFITS	\$6,220,763	\$6,826,716	\$435,559	\$4,364,462	\$4,500	\$2,457,754	64.0%	
4500 NON-INSTRUCTIONAL SUPPLIES	\$2,196	\$0	\$0	\$0	\$0	\$0	N/A	
OTHER								
5100 CONTRACTED SERVICES	4,757	0	8,004	46,470	52,638	(99,108)	N/A	
5800 OTHER SERVICES	0	0	0	0	0	0	N/A	
TOTAL OTHER :	\$4,757	\$0	\$8,004	\$46,470	\$52,638	(\$99,108)	N/A	
INTERFUND TRANSFER OUT								
7300 TRANSFER OUT	0	650,908	0	0	0	650,908	N/A	
TOTAL EXPENSE :	\$6,227,716	\$7,477,624	\$443,563	\$4,410,932	\$57,138	\$2,358,646	59.8%	
REVENUE OVER EXPENSE :	\$1,125,040	(\$590,959)	\$568,039	\$133,950	(\$57,138)	(\$16,863)		

*** BOARD REPORT ***

Capital Projects Fund
Fund 14
Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES		UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
REVENUES							
8600 STATE	-170	3,108,000	0	0	0	3,108,000	0.0%
8800 COUNTY / LOCAL	156,505	44,492	5,201	141,014	0	(96,522)	316.9%
8900 INTERFUND TRANSFER IN	84,705	63,908	0	70,874	0	(6,966)	110.9%
TOTAL REVENUE :	<u>\$241,040</u>	<u>\$3,216,400</u>	<u>5,201</u>	<u>211,888</u>		<u>\$3,004,512</u>	6.6%
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
SUPPLIES							
4300 INSTRUCTIONAL SUPPLIES	13,425	12,703	876	5,804	3,133	3,766	45.7%
4500 NON-INSTRUCTIONAL SUPPLIE	51,391	<u>5,210</u>	<u>0</u>	<u>34,905</u>	<u>917</u>	<u>(30,612)</u>	670.0%
TOTAL OTHER :	<u>\$64,815</u>	<u>\$17,913</u>	<u>\$876</u>	<u>\$40,710</u>	<u>\$4,050</u>	<u>(\$26,846)</u>	249.9%
OTHER							
5100 CONTRACTED SERVICES	4,140	63,803	0	600	0	63,203	0.9%
5400 INSURANCE	51,205	51,205	0	51,205	0	0	100.0%
5600 RENTS, LEASES, REPAIRS	24,507	11,200	22,869	42,756	6,024	(37,579)	381.7%
5700 LEGAL,ELECTION, AND AUDIT	0	<u>6,327</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,327</u>	0.0%
TOTAL OTHER :	<u>\$79,852</u>	<u>\$132,535</u>	<u>\$22,869</u>	<u>\$94,561</u>	<u>\$6,024</u>	<u>\$31,951</u>	75.9%
CAPITAL OUTLAY							
6100 SITES	0	57,691	0	0	0	57,691	0.0%
6200 BUILDING IMPROVEMENTS	0	3,108,000	0	0	0	3,108,000	0.0%
6400 EQUIPMENT	224,650	85,390	0	(7,812)	65,210	27,992	-9.1%
TOTAL CAPITAL OUTLAY :	<u>\$224,650</u>	<u>\$3,251,081</u>	<u>\$0</u>	<u>(\$7,812)</u>	<u>\$65,210</u>	<u>\$3,193,683</u>	1.8%
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	50,000	513,323	0	0	0	513,323	N/A
TOTAL EXPENSE :	<u>\$419,317</u>	<u>\$3,914,852</u>	<u>\$23,746</u>	<u>\$127,459</u>	<u>\$75,283</u>	<u>\$3,198,787</u>	5.2%
REVENUE OVER EXPENSE :	<u>\$178,277</u>	<u>\$698,452</u>	<u>(\$18,544)</u>	<u>\$84,429</u>	<u>\$75,283</u>	<u>\$3,410,675</u>	

BUILDING

**Building Fund
Fund 48
Monterey Peninsula College**

February 29, 2012

BOND PROJECTS	REVISED PROJECT BUDGET	PURCHASE ORDER OUTSTANDING	2011-2012 PAYMENTS	2011-12 BUDGET
				BALANCE BUDGET-PO'S-PYMT
1. Arts Complex	\$0	0	7,500	-\$7,500
2. Furniture & Equipment	\$1,384,614	45,802	421,498	\$917,314
3. Humanities, Bus Hum - Student Services Build	\$2,569,000	3,188,136	1,735,404	-\$2,354,540
4. Infrastructure 3 / Miscellaneous	\$2,315,700	261,323	949,255	\$1,105,122
5. Life Science & Physical Science	\$7,040,730	6,630,365	1,795,712	-\$1,385,347
6. Marina Education Center	\$4,534,109	170,956	644,144	\$3,719,009
7. PE Phase II - Gym/Locker Room	\$2,415,410	3,330,321	130,486	-\$1,045,397
8. Physical Science Building	\$9,705,029	0	0	\$9,705,029
9. Pool/ Tennis Courts	\$381,100	0	0	\$381,100
10. PSTC Parker Flats	\$0	23,035	24,248	-\$47,283
11. Student Services Building	\$500,000	357,887	217,558	-\$75,445
12. Swing Space	\$397,325	108,241	764,408	-\$475,324
13. Theater Building	\$8,128,485	6,867,198	1,765,275	-\$503,988
14. General Institutional Bond Management	\$0	231,301	196,741	-\$428,042
Total Bond Projects:	\$39,371,502	\$21,214,565	\$8,652,229	\$9,512,208
Initial Bond Funds Received 6/30/03		\$40,000,000		
County office interest Received from inception		\$5,774,241		
LAIF interest from inception		\$1,514,006		
Bond Refinancing 05-06		\$4,240,051		
Bond Funds Received 1/24/08		\$104,999,300		
Lehman Brothers Investment loss		(\$1,878,835)		
Balance Used in 11-12		(\$8,652,229)		
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)		
FY 11-12 ytd expense		(\$8,652,229)		
Available Bond Funds		\$37,225,192		

*** BOARD REPORT ***

Other Debt Service Fund
Fund 29
Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES				
REVENUES								
8600 STATE	0	0	0	0			0	N/A
8860 LOCAL/COUNTY	761	0	219	1,469			(1,469)	N/A
8900 INTERFUND TRANSFER IN	239,783	275,324	0	275,324			0	100.5%
TOTAL REVENUE :	\$240,544	\$275,324	\$219	\$276,793			(\$1,469)	100.5%
OBJECT CLASSIFICATION	2010-2011 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
Transfers								
7200 LONG TERM DEBT	239,783	275,324	0	206,493	68,831	0	75.0%	
TOTAL CAPITAL OUTLAY :	\$239,783	\$275,324	\$0	\$206,493	\$68,831	\$0	75.0%	
TOTAL EXPENSE :	\$239,783	\$275,324	\$0	\$206,493	\$68,831	\$0	75.0%	
REVENUE OVER EXPENSE :	\$761	\$0	\$219	\$70,300	(\$68,831)	(\$1,469)		

*** BOARD REPORT ***

College Revenue Bond Interest & Redemption

Fund 46

Monterey Peninsula College

February 29, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12					
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
REVENUES							
8800 LOCAL	19,425	18,975	0	19,002		(27)	100.1%
8860 INTEREST	<u>68</u>	<u>0</u>	<u>5</u>	<u>130</u>		<u>(130)</u>	N/A
TOTAL REVENUE :	<u>\$19,493</u>	<u>\$18,975</u>	<u>\$5</u>	<u>\$19,132</u>		<u>(\$130)</u>	100.8%
DEBT RETIREMENT							
7100 DEBT RETIREMENT	<u>19,425</u>	<u>18,975</u>	<u>0</u>	<u>17,100</u>	<u>1,875</u>	<u>0</u>	90.1%
TOTAL DEBT RETIREMENT :	<u>\$19,425</u>	<u>\$18,975</u>	<u>\$0</u>	<u>\$17,100</u>	<u>\$1,875</u>	<u>\$0</u>	90.1%
TOTAL EXPENSE :	<u>\$19,425</u>	<u>\$18,975</u>	<u>\$0</u>	<u>\$17,100</u>	<u>\$1,875</u>	<u>\$0</u>	100.0%
REVENUE OVER EXPENSE :	<u>\$68</u>	<u>\$0</u>	<u>\$5</u>	<u>\$2,032</u>	<u>(\$1,875)</u>	<u>(\$130)</u>	

February 29, 2012

		February 29, 2012							
OBJECT		2010-11				2011-12			
CLASSIFICATION		PRIOR YEAR	FORECAST	REVISED	CURRENT MTH	Y-T-D		BALANCE	
		ACTUAL	BUDGET	BUDGET	REVENUE	REVENUE		DUE	PERCENT
REVENUES									
8000	BEGINNING BALANCE	0	12,000	12,000	0	0		12,000	0.0%
8001	ASMPK CARD SALES	70,492	63,920	63,920	6,521	36,907		27,013	57.7%
8005	CAFETERIA/D & L VENDING	6,061	5,000	5,000	0	4,196		804	83.9%
8006	INTEREST	187	180	180	0	93		87	51.9%
8010	MISCELLANEOUS	0	0	0	0	0		0	0.0%
8011	STUDENT REPRESENTATIVE FEES	13,939	13,000	13,000	1,289	5,105		7,895	0.0%
8013	BOOKSTORE CONTRACT	5,000	5,000	5,000	0	5,000		0	100.0%
8014	PRIOR YEAR ADJUSTMENT	0	0	0	0	0		0	0.0%
8015	BUS PASS	22,900	22,900	22,900	1,910	9,507		13,393	0.0%
4999	OTHER INCOME	0	0	0	0	0		0	0.0%
TOTAL REVENUE:		\$118,579	\$122,000	\$122,000	9,720	60,808		\$61,192	49.1%
OBJECT		PRIOR YEAR	FORECAST	REVISED	CURRENT MTH	Y-T-D	ENCUMBERED	UNENCUMBERED	
CLASSIFICATION		ACTUAL	BUDGET	BUDGET	EXPENDITURES	EXPENDITURES	BALANCE	BALANCE	PERCENT
EXPENSES									
#4000 ASMPK COUNCIL									
	ASMPK COMMUNITY OUTREACH FUND	3,900	2,500	500	0	500		0.00	100.0%
	ASMPK GENERAL FUND	45,239	6,400	2,000	0	803		1,197	40.2%
	ASMPK OFFICE SUPPLIES FUND	735	2,000	8,200	425	8,048		152	0.0%
	ASMPK PROMOTIONS FUND	1,639	1,400	600	0	0		600	0.0%
	ASMPK RESERVE FUND	0	4,800	1,060	0	0		1,060	0.0%
	ASMPK STIPEND FUND	13,850	15,700	15,000	-131	6,190		8,810	41.3%
	ASMPK STUDENT BENEFITS FUND	8,262	3,000	22,640	2,175	14,926		7,714	65.9%
#4007 STUDENT REP. COUNCIL									
	SRC CONFERENCE FUND	0	800	5,000	0	0		5,000	0.0%
	SRC RESERVE FUND	0	1,220	2,000	0	0		2,000	0.0%
	SRC STIPEND FUND	3,880	4,000	3,000	0	1,000		2,000	33.3%
#4104 INTER CLUB COUNCIL-ICC									
	***ICC CLUB ACTIVITY FUND	9,266	0		656	4,039			
	ICC COMMUNITTEE ACTIVITY FUND	6,585	0		0	2,419		-2,419	0.0%
	ICC EQUIPMENT FUND	1,151	0		0	401		-401	0.0%
	ICC CLUB EQUIPMENT FUND	2,333	0		0	849		-849	0.0%
	ICC RESERVE FUND	0	3,660		0	0			#DIV/0!
	ICC SEED MONEY	6,030	0		0	2,711		-2,711	0.0%
	ICC START UP FUNDS (\$200.00)	3,000	0		0	0		0	0.0%
	ICC STIPENDS FUND	800	800	1,600	0	-1,916		800	0.0%
#4010 ACTIVITIES COUNCIL									
	***AC ACTIVITIES FUND	18,850	14,785	14,785	0	0			
	AC GENERAL FUND	1,768	3,000	16,000	300	2,105		13,895	13.2%
	AC PROMOTIONAL ITEM FUND	696	975	1,000	0	0		1,000	0.0%
	AC RESERVE FUND	0	2,440	600	0	0		600	0.0%
	AC STIPENDS	1,720	2,400	2,400	0	720		1,680	30.0%
6560 BANK SERVICES									
	BANK CHARGES	102	0	0		9			
TOTAL EXPENSES:		\$129,807	\$122,000	\$122,000	3,424	42,803		\$40,128	35.1%
REVENUE OVER EXPENSE:		\$11,228	\$0	\$0	\$6,298	\$18,004		\$21,064	
BEGINNING BALANCE WITH Y-T-D REVENUE						21,822			
INCOME TO DATE						60,808			
EXPENSE TO DATE						(42,803)			
EST. ENDING BALANCE						39,827			

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. B

Fiscal Services
College Area

Proposal:

That the Governing Board reviews the attached County of Monterey Investment Report for the quarter ending December 31, 2011

Background:

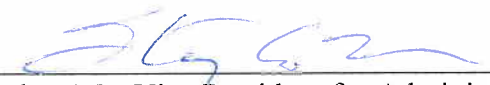
The majority of the funds are on deposit with the Monterey County Treasury pursuant to Ed Code. The County Treasurer provides a quarterly report to participating agencies detailing asset allocation and investment performance. The portfolio's net earned income yield for the period ending December 31, 2011, was 0.51%. Approximately 94.80% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities and other liquid funds. The remaining 5.20% is invested in corporate debt and is rated in the higher levels of investment grade.

Budgetary Implications:

None.

☒ **INFORMATION:** County of Monterey Investment Report for the quarter ending December 31 2011.

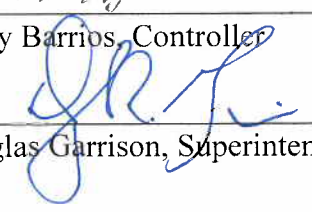
Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Rosemary Barrios, Controller

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: January 24, 2012	AGENDA NO: 41
SUBJECT: Receive and Accept the Treasurer's Report of Investments for the quarter ending December 31, 2011.	
DEPARTMENT: Treasurer-Tax Collector	

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the quarter ending December 31, 2011.

SUMMARY:

Government Code Section 53646 (b) requires the Treasurer submit a quarterly report of investments. The attached Exhibit A provides a narrative portfolio review of economic and market conditions that support the investment activity during the October - December period. Exhibit B describes the investment portfolio position by investment type as of December 31, 2011. Exhibit C is a listing of historical Monterey County Treasury Pool yields versus benchmarks. Exhibit D describes the investment portfolio by maturity range, and Exhibit E is an overview of the short term funds that the Treasurer invests in overnight, liquid assets.

DISCUSSION:

During the October to December quarter, Treasury bond yields remained relatively unchanged in the 0 - 5 year term. The major reason for the static yields was Europe's inability to resolve issues surrounding their ongoing debt crisis. The inability of the European Union to devise a concrete strategy for protecting financial institutions against possible losses, coupled with their decision to impose 50% losses on holders of Greek debt, continues to push investors into the safe haven of US debt issuances.

On December 31, 2011 the Monterey County investment portfolio contained an amortized cost basis of \$1,073,218,806 spread among 79 separate securities and funds. The par value of those funds was \$1,070,881,004, with a market value of \$1,073,644,404 or 100.04% of amortized book value. The portfolio's net earned income yield for the period was 0.51%. The portfolio produced estimated income of \$1,295,745 for the quarter which will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 373 days.

The investment portfolio was in compliance with all applicable provisions of state law and the adopted investment policy, and contained sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through Bloomberg LLP, Union Bank of California and included live-bid pricing of corporate securities.


OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the County investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by GC 53607.

FINANCING:

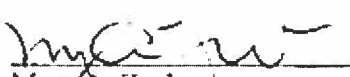
The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. We estimate that the investment earnings in the General Fund will be consistent with budgeted revenue, but at historically low levels, as the Federal Reserve is expected to continue keeping short term interest rates at the current rate of 0.00 – 0.25%.

Prepared by:



Eamonn M. Mahar
Investment Officer
January 11, 2012

Approved by:



Mary A. Zeeb
Treasurer-Tax Collector
January 11, 2012

cc: County Administrative Office
County Counsel
Auditor-Controller – Internal Audit Section
All depositors
Treasury Oversight Committee

Attachments:

Exhibit A – Investment Portfolio Review – 12.31.11
Exhibit B – Portfolio Management Report – 12.31.11
Exhibit C – Monterey County Historical Yields vs. Benchmarks
Exhibit D – Aging Report – 12.31.11
Exhibit E – Overnight (Liquid) Asset Distribution

Exhibit A

Investment Portfolio Review Quarter Ending December 31, 2011

OVERVIEW – October 1 – December 31, 2011

During the October to December quarter Treasury bond yields remained relatively unchanged in the 0 – 5 year term. The major reason for the lack of change in yields was Europe's inability to resolve issues surrounding their ongoing debt crisis. The inability of the European Union to devise a concrete strategy for protecting financial institutions against possible losses, coupled with their decision to impose 50% losses on holders of Greek debt, continues to push investors into the safe haven of U.S. debt issuances.

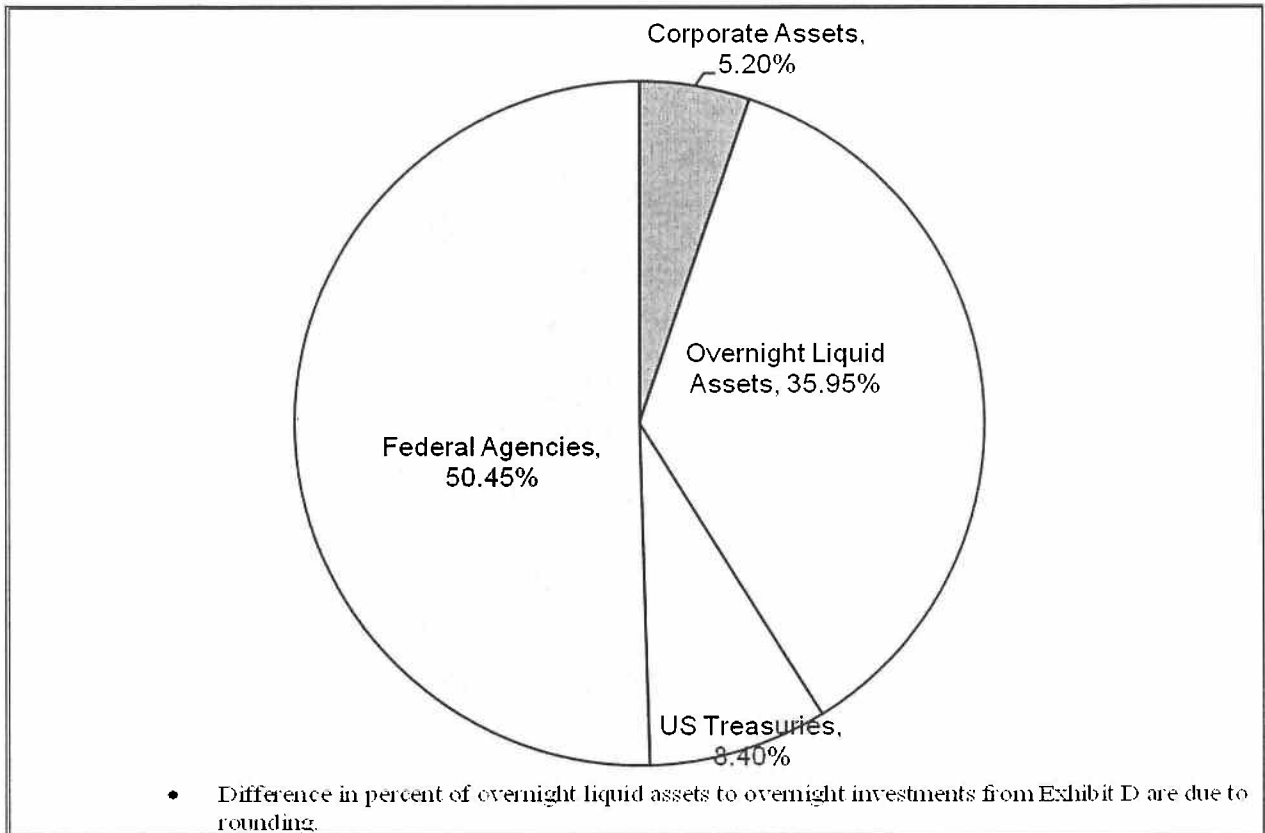
The County Treasury was able to outperform all of the portfolio benchmarks due to a consistent investment strategy that ladders short term debt to provide liquidity, while also taking advantage of higher rates by buying small amounts of longer term callable debt structures. The following indicators reflect key aspects of the County's investment portfolio in light of the above noted conditions:

1. Market Access – The U.S. Treasury continued to issue substantial amounts of debt instruments. The continued large issuance is due to their efforts to stimulate the economy by providing funding for financial institutions, social programs, and ongoing military funding requirements. Access to U.S. Treasuries has been plentiful, but yields have continued to remain low as investors seek safe havens from an increasingly uncertain world market. These issues have continued to keep yields low on Treasury bonds from October through December.

During the quarter, the majority of County investment purchases continue to be in U.S. Treasury and Agency markets with a continued small position in shorter term, highly rated (AA or better) Corporate bonds, Certificates of Deposits and highly rated (A1, P1), short term Commercial Paper. In addition, the Treasurer continues to keep a high level of overnight liquid assets, reflecting the need to maintain increased levels of available cash to ensure our ability to meet any cash flow needs.

2. Diversification - The Monterey County Treasurer's portfolio consists of fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the pie chart below:



3. Credit Risk – Approximately 94.80% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. The corporate debt (5.20%) is rated in the higher levels of investment grade. All federal agency securities have AA ratings, or they are guaranteed by the U.S. Treasury.
4. Liquidity Risk – Liquidity risk, as measured by the ability of the county's Treasury to meet withdrawal demands on invested assets, was adequately managed during the October to December quarter. The portfolio's average weighted maturity was 373 days, and a large percentage (35.95%) of assets was held in immediately available funds.

PORTFOLIO CHARACTERISTICS

	<u>September 30, 2011</u>	<u>December 31, 2011</u>
Total Assets	\$980,583,965	\$1,073,218,806
Market Value	\$980,693,142	\$1,073,644,404
Days to Maturity	324	373
Yield	0.66%	0.51%
Estimated Earnings	\$1,580,394	\$1,295,745

FUTURE STRATEGY

The U.S. Treasury has continued a policy of heavy borrowing for stimulus programs, military funding and other additional needs. Despite the downgrade of U.S. debt by Standard and Poor this year and the continued uncertainty in global markets; investors continue to prefer the safety of U.S. debt to other investment options.

Even though the European Central Bank has made efforts to inject liquidity into their financial system and free up lending, most economists agree that the European economy will enter a recession in 2012. Since European banks have borrowed money and are holding it rather than lending it out; and with many of the European governments implementing austerity budgets, the European economic environment will continue to limit growth potential. In the U.S., overall household debt has fallen for 13 consecutive quarters and more recent improvements in domestic manufacturing and employment figures have helped to ensure that our debt products are likely to remain a safe haven for investors for the foreseeable future.

In the near term the Treasurer believes short term yields will remain extremely low and will not begin to rise until there is a longer history of consistent improvement in the unemployment rate, or the Federal Reserve starts to see significant inflation in the core Consumer Price Index. The Treasurer's rolling investment ladder will access the short term Treasury and Agency market with expected yields over the next 90 days of less than one-half percent. In our efforts to continue to provide the safest vehicles for Treasury investments, the Treasurer will maintain a portfolio weighted with U.S. Treasuries, Federal Agency securities, and other highly liquid funds.

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments December 31, 2011

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Money Market Accts-GC 53601(k)(2)												
SYS11672	11672	BlackRock			37,410,745.32	37,410,745.32	37,410,745.32	0.111			1	
SYS11601	11601	CalTrust			19,929,015.14	19,929,015.14	19,929,015.14	0.082	Aaa	AAA	1	
SYS11801	11801	CalTrust		10/20/2011	50,000,000.00	50,000,000.00	50,000,000.00	0.518	Aaa	AAA	1	
SYS11578	11578	Fidelity Investments			105,094,314.33	105,094,314.33	105,094,314.33	0.170	Aaa	AAA	1	
Subtotal and Average			187,345,740.61		212,434,074.79	212,434,074.79	212,434,074.79				1	
State Pool-GC 53601(p)												
SYS11361	11361	LAIF			50,000,000.00	50,000,000.00	50,000,000.00	0.390			1	
SYS11422	11422	LAIF			29,812,000.00	29,812,000.00	29,812,000.00	0.390			1	
Subtotal and Average			79,812,000.00		79,812,000.00	79,812,000.00	79,812,000.00				1	
CAMP-GC 56301(p)												
SYS10379	10379	Calif. Asset Mgmt			87,400,000.00	87,400,000.00	87,400,000.00	0.160		AAA	1	
SYS11457	11457	Calif. Asset Mgmt			3,175,564.96	3,175,564.96	3,175,564.96	0.160		AAA	1	
SYS11526	11526	Calif. Asset Mgmt			3,059,363.81	3,059,363.81	3,059,363.81	0.160		AAA	1	
Subtotal and Average			94,756,374.22		93,634,928.77	93,634,928.77	93,634,928.77				1	
Negotiable CDs - GC 53601 (i)												
78009JVK8	11765	RBC Capital Markets		04/25/2011	10,000,000.00	10,163,000.00	10,160,643.82	2.250	Aa	AA	439	03/15/2013
Subtotal and Average			10,176,998.69		10,000,000.00	10,163,000.00	10,160,643.82				439	
Medium Term Notes - GC 53601(k)												
36962G4N1	11701	General Electric		08/11/2010	10,000,000.00	9,740,000.00	10,000,000.00	1.199	Aa	AA	1,318	08/11/2015
36962G4X9	11738	General Electric		01/07/2011	5,000,000.00	5,093,500.00	5,008,839.72	2.100	Aa	AA	737	01/07/2014
36962G4X9	11749	General Electric		03/09/2011	5,000,000.00	5,093,500.00	5,009,699.02	2.100	Aa	AA	737	01/07/2014
36962G4H4	11750	General Electric		03/09/2011	5,000,000.00	5,100,000.00	5,073,344.31	2.800	Aa	AA	373	01/08/2013
36962G4G6	11786	General Electric		08/24/2011	10,000,000.00	10,626,000.00	10,540,989.22	3.750	Aa	AA	1,048	11/14/2014
Subtotal and Average			41,586,210.87		35,000,000.00	35,653,000.00	35,632,872.27				940	
Commercial Paper Disc.- GC 53601(h)												
90526MEB9	11785	Union Bank of Calif.		08/19/2011	10,000,000.00	9,997,000.00	9,989,083.33	0.300	P-1	A-1	131	05/11/2012
Subtotal and Average			9,985,291.66		10,000,000.00	9,997,000.00	9,989,083.33				131	

Portfolio INVT
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PM (PRF_PM2) 7.3.0

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments December 31, 2011

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
31331J6X6	11736	Federal Farm Credit Bank		01/05/2011	10,000,000.00	10,000,900.00	10,000,000.00	2.100	Aaa	AA	1,100	01/05/2015
31331KBE9	11757	Federal Farm Credit Bank		04/01/2011	10,000,000.00	10,001,400.00	10,000,714.00	0.300	Aaa	AA	31	02/01/2012
31331KHL7	11763	Federal Farm Credit Bank		04/15/2011	10,000,000.00	10,068,200.00	10,006,380.00	0.850	Aaa	AA	470	04/15/2013
31331KH37	11802	Federal Farm Credit Bank		10/20/2011	10,000,000.00	10,003,200.00	10,000,000.00	1.100	Aaa	AA	1,205	04/20/2015
313372P24	11755	Federal Home Loan Bank		03/30/2011	10,000,000.00	10,002,700.00	10,000,617.70	0.320	Aaa	AA	52	02/22/2012
313372KD5	11758	Federal Home Loan Bank		04/04/2011	10,000,000.00	10,003,000.00	10,000,545.37	0.320	Aaa	AA	58	02/28/2012
3133XVW47	11761	Federal Home Loan Bank		04/14/2011	10,000,000.00	10,018,400.00	10,016,424.62	1.125	Aaa	AA	68	03/09/2012
313373ND0	11766	Federal Home Loan Bank		04/27/2011	10,000,000.00	10,004,100.00	10,000,518.94	0.250	Aaa	AA	116	04/26/2012
3133XQU34	11767	Federal Home Loan Bank		04/28/2011	10,000,000.00	10,459,600.00	10,400,156.54	3.625	Aaa	AA	514	05/29/2013
3133XYHD0	11768	Federal Home Loan Bank		04/28/2011	10,000,000.00	10,183,600.00	10,117,128.79	1.625	Aaa	AA	530	06/14/2013
3133XTAW6	11769	Federal Home Loan Bank		04/29/2011	10,000,000.00	10,059,100.00	10,057,019.19	2.250	Aaa	AA	103	04/13/2012
313374NC0	11781	Federal Home Loan Bank		07/20/2011	10,000,000.00	10,008,700.00	9,997,268.33	2.250	Aaa	AA	1,662	07/20/2016
3133XXPV3	11783	Federal Home Loan Bank		08/02/2011	10,000,000.00	10,037,700.00	10,034,297.90	1.125	Aaa	AA	138	05/18/2012
313375C62	11788	Federal Home Loan Bank		08/26/2011	10,000,000.00	10,000,400.00	9,999,549.88	0.130	Aaa	AA	135	05/15/2012
3133756N2	11789	Federal Home Loan Bank		08/30/2011	10,000,000.00	10,003,600.00	10,002,869.45	0.220	Aaa	AA	134	05/14/2012
313375KR7	11794	Federal Home Loan Bank		09/14/2011	10,000,000.00	10,000,600.00	10,000,000.00	0.150	Aaa	AA	158	06/07/2012
313375C96	11795	Federal Home Loan Bank		09/19/2011	10,000,000.00	9,999,200.00	10,000,372.49	0.140	Aaa	AA	169	06/18/2012
313374YB0	11796	Federal Home Loan Bank		09/28/2011	10,000,000.00	10,001,600.00	10,004,972.93	0.250	Aaa	AA	206	07/25/2012
313375Q75	11797	Federal Home Loan Bank		10/04/2011	10,000,000.00	10,000,300.00	10,000,000.00	1.500	Aaa	AA	1,738	10/04/2016
313374SV3	11798	Federal Home Loan Bank		09/30/2011	10,000,000.00	10,001,100.00	10,005,113.53	0.250	Aaa	AA	211	07/30/2012
313374KZ2	11800	Federal Home Loan Bank		10/14/2011	10,000,000.00	10,002,300.00	10,005,290.81	0.250	Aaa	AA	197	07/16/2012
313375EA1	11804	Federal Home Loan Bank		10/21/2011	10,000,000.00	9,998,900.00	10,004,658.37	0.220	Aaa	AA	234	08/22/2012
313375J40	11805	Federal Home Loan Bank		10/24/2011	10,000,000.00	9,999,400.00	10,004,763.39	0.230	Aaa	AA	240	08/28/2012
3133XUE41	11807	Federal Home Loan Bank		10/25/2011	10,000,000.00	10,096,100.00	10,102,067.78	1.750	Aaa	AA	234	08/22/2012
313376BY0	11810	Federal Home Loan Bank		11/17/2011	10,000,000.00	9,993,000.00	10,000,534.41	0.140	Aaa	AA	250	09/07/2012
313376BE4	11811	Federal Home Loan Bank		11/17/2011	10,000,000.00	9,992,900.00	10,000,543.89	0.140	Aaa	AA	253	09/10/2012
313376AH8	11815	Federal Home Loan Bank		12/01/2011	10,000,000.00	9,989,900.00	9,997,731.48	0.125	Aaa	AA	298	10/25/2012
313376CU7	11816	Federal Home Loan Bank		12/01/2011	10,000,000.00	9,993,100.00	10,000,992.86	0.160	Aaa	AA	282	10/09/2012
313375ZX8	11819	Federal Home Loan Bank		12/07/2011	10,000,000.00	9,990,100.00	9,998,616.13	0.125	Aaa	AA	290	10/17/2012
3137EAAR0	11760	Federal Home Loan Mtg Corp		04/14/2011	10,000,000.00	10,080,200.00	10,079,750.78	4.750	Aaa	AA	64	03/05/2012
3137EABY4	11762	Federal Home Loan Mtg Corp		04/14/2011	10,000,000.00	10,044,700.00	10,043,014.93	2.125	Aaa	AA	82	03/23/2012
3137EACC1	11792	Federal Home Loan Mtg Corp		09/09/2011	10,000,000.00	10,073,900.00	10,071,785.65	1.750	Aaa	AA	166	06/15/2012
3137EACK3	11799	Federal Home Loan Mtg Corp		10/03/2011	10,000,000.00	10,050,900.00	10,055,143.54	1.125	Aaa	AA	208	07/27/2012
3137EACE7	11813	Federal Home Loan Mtg Corp		11/29/2011	10,000,000.00	10,137,200.00	10,142,287.67	2.125	Aaa	AA	264	09/21/2012
3134G3DZ0	11820	Federal Home Loan Mtg Corp		12/14/2011	10,000,000.00	10,008,300.00	10,000,000.00	1.250	Aaa	AA	1,626	06/14/2016
31398AB43	11752	Federal National Mtg Assn		03/11/2011	10,000,000.00	10,001,900.00	10,002,017.28	0.875	Aaa	AA	11	01/12/2012

Portfolio INVT
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PM (PRF_PM2) 7.3.0

Exhibit B

Monterey County Portfolio Management Portfolio Details - Investments December 31, 2011

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
31398AUU4	11754	Federal National Mtg Assn		03/22/2011	10,000,000.00	10,003,200.00	10,003,962.37	2.000	Aaa	AA	8	01/09/2012
31398AH54	11774	Federal National Mtg Assn		06/07/2011	10,000,000.00	10,023,000.00	10,021,355.56	1.000	Aaa	AA	94	04/04/2012
3136FRV2	11779	Federal National Mtg Assn		07/06/2011	10,000,000.00	10,001,500.00	10,000,000.00	2.150	Aaa	AA	1,648	07/06/2016
3136FRVX8	11780	Federal National Mtg Assn		07/05/2011	10,000,000.00	10,001,000.00	9,986,466.67	2.200	Aaa	AA	1,647	07/05/2016
3136FRF99	11782	Federal National Mtg Assn		08/08/2011	10,000,000.00	10,032,100.00	10,000,000.00	1.020	Aaa	AA	950	08/08/2014
3136FR2L6	11791	Federal National Mtg Assn		09/20/2011	10,000,000.00	9,987,500.00	9,997,168.33	1.500	Aaa	AA	1,724	09/20/2016
31398AP71	11793	Federal National Mtg Assn		09/09/2011	10,000,000.00	10,052,700.00	10,051,124.77	1.250	Aaa	AA	173	06/22/2012
31398AYM8	11806	Federal National Mtg Assn		10/25/2011	10,000,000.00	10,093,700.00	10,097,697.05	1.750	Aaa	AA	222	08/10/2012
3136FTTD1	11814	Federal National Mtg Assn		12/21/2011	10,000,000.00	10,015,700.00	10,000,000.00	1.650	Aaa	AA	1,816	12/21/2016
31398A3N0	11817	Federal National Mtg Assn		12/01/2011	10,000,000.00	10,033,800.00	10,035,186.35	0.625	Aaa	AA	267	09/24/2012
31398A4T6	11818	Federal National Mtg Assn		12/01/2011	10,000,000.00	10,023,900.00	10,028,036.93	0.500	Aaa	AA	303	10/30/2012
3136FTUK3	11821	Federal National Mtg Assn		12/28/2011	10,000,000.00	10,031,500.00	10,015,598.96	1.625	Aaa	AA	1,823	12/28/2016
3136FTUH0	11822	Federal National Mtg Assn		12/28/2011	10,000,000.00	10,036,100.00	10,000,000.00	1.550	Aaa	AA	1,793	11/28/2016
Subtotal and Average			451,173,002.59		490,000,000.00	491,645,900.00	491,389,745.62				529	
US Treasury Note-GC 53601(b)												
912828KB5	11748	U.S. Treasury		03/02/2011	10,000,000.00	10,003,500.00	10,003,384.61	1.125	Aaa	AA	14	01/15/2012
912828MJ6	11751	U.S. Treasury		03/11/2011	10,000,000.00	10,006,300.00	10,005,493.20	0.875	Aaa	AA	30	01/31/2012
912828KC3	11756	U.S. Treasury		03/30/2011	10,000,000.00	10,015,600.00	10,013,625.78	1.375	Aaa	AA	45	02/15/2012
912828MQ0	11759	U.S. Treasury		04/14/2011	10,000,000.00	10,013,300.00	10,010,338.79	0.875	Aaa	AA	59	02/29/2012
912828MU1	11764	U.S. Treasury		04/20/2011	10,000,000.00	10,023,000.00	10,019,149.19	1.000	Aaa	AA	90	03/31/2012
912828NN6	11771	U.S. Treasury		05/16/2011	10,000,000.00	10,119,100.00	10,059,287.10	1.000	Aaa	AA	561	07/15/2013
912828NB2	11772	U.S. Treasury		05/17/2011	10,000,000.00	10,031,300.00	10,027,021.32	1.000	Aaa	AA	120	04/30/2012
912828KK5	11773	U.S. Treasury		05/17/2011	10,000,000.00	10,037,900.00	10,034,235.03	1.375	Aaa	AA	105	04/15/2012
912828NX4	11812	U.S. Treasury		11/29/2011	10,000,000.00	10,019,100.00	10,018,818.93	0.375	Aaa	AA	273	09/30/2012
Subtotal and Average			106,799,721.27		90,000,000.00	90,269,100.00	90,191,353.95				144	
Federal Agency Step Up-GC 53601(f)												
313375X28	11803	Federal Home Loan Bank		10/27/2011	10,000,000.00	10,003,600.00	9,980,711.11	0.500	Aaa	AA	1,761	10/27/2016
3134G2YD8	11784	Federal Home Loan Mtg Corp		08/24/2011	10,000,000.00	10,012,500.00	10,000,000.00	1.125	Aaa	AA	1,697	08/24/2016
3134G2B35	11790	Federal Home Loan Mtg Corp		09/20/2011	10,000,000.00	10,010,600.00	9,993,392.78	1.000	Aaa	AA	1,724	09/20/2016
3136FTKE8	11808	Federal National Mtg Assn		11/17/2011	10,000,000.00	10,010,800.00	10,000,000.00	1.050	Aaa	AA	1,782	11/17/2016
3136FTQH5	11809	Federal National Mtg Assn		11/29/2011	10,000,000.00	9,997,900.00	10,000,000.00	0.750	Aaa	AA	1,794	11/29/2016
Subtotal and Average			35,631,306.46		50,000,000.00	50,035,400.00	49,974,103.89				1,752	

Portfolio INVT

AP

Exhibit B

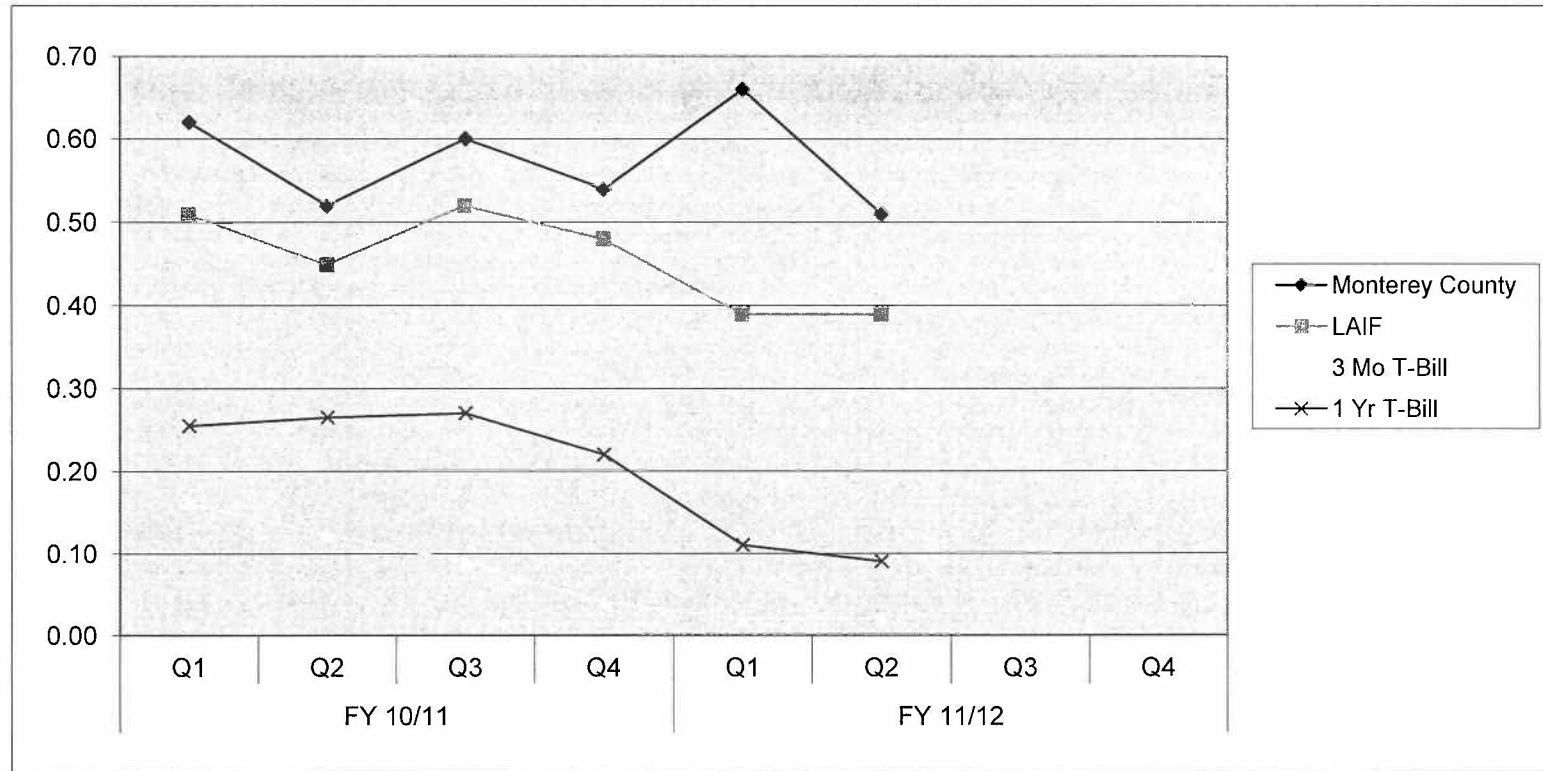
Monterey County Portfolio Management Portfolio Details - Investments December 31, 2011

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity
Total and Average			1,017,266,646.37		1,070,881,003.56	1,073,644,403.56	1,073,218,806.44				373

Exhibit C

Monterey County Historical Yields vs. Benchmarks



Quarterly Yield	FY 10/11				FY 11/12			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Monterey County	0.62	0.52	0.60	0.54	0.66	0.51		
LAIF	0.51	0.45	0.52	0.48	0.39	0.39		
3 Mo T-Bill	0.16	0.12	0.09	0.04	0.02	0.02		
1 Yr T-Bill	0.26	0.27	0.27	0.22	0.11	0.09		

- The 3Mo and 1 Yr T-Bill yields are obtained from the Merrill Lynch Global Bond Indices



**Exhibit D
Monterey County
Aging Report
As of January 1, 2012**

Monterey County
-Prior Day Report

					Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(01/01/2012 01/01/2012)	9	Maturities	385,881,003.56	36.03	385,881,003.56	385,881,003.56
Aging Interval:	1 - 30 days	(01/02/2012 01/31/2012)	4	Maturities	40,000,000.00	3.74	40,014,857.46	40,014,900.00
Aging Interval:	31 - 90 days	(02/01/2012 03/31/2012)	9	Maturities	90,000,000.00	8.40	90,184,181.16	90,202,300.00
Aging Interval:	91 - 180	(04/01/2012 06/29/2012)	13	Maturities	130,000,000.00	12.14	130,289,233.51	130,320,500.00
Aging Interval:	181 - 365	(06/30/2012 12/31/2012)	17	Maturities	170,000,000.00	15.87	170,502,456.05	170,417,000.00
Aging Interval:	366 - 730	(01/01/2013 12/31/2013)	6	Maturities	55,000,000.00	5.14	55,816,940.56	56,093,500.00
Aging Interval:	731 - 1095	(01/01/2014 12/31/2014)	4	Maturities	30,000,000.00	2.80	30,559,527.96	30,845,100.00
Aging Interval:	1096 days and	(01/01/2015)	17	Maturities	170,000,000.00	15.87	169,970,606.18	169,870,100.00
Total for				79 Investments		100.00	1,073,218,806.44	1,073,644,403.56

Investments within the Aging Period

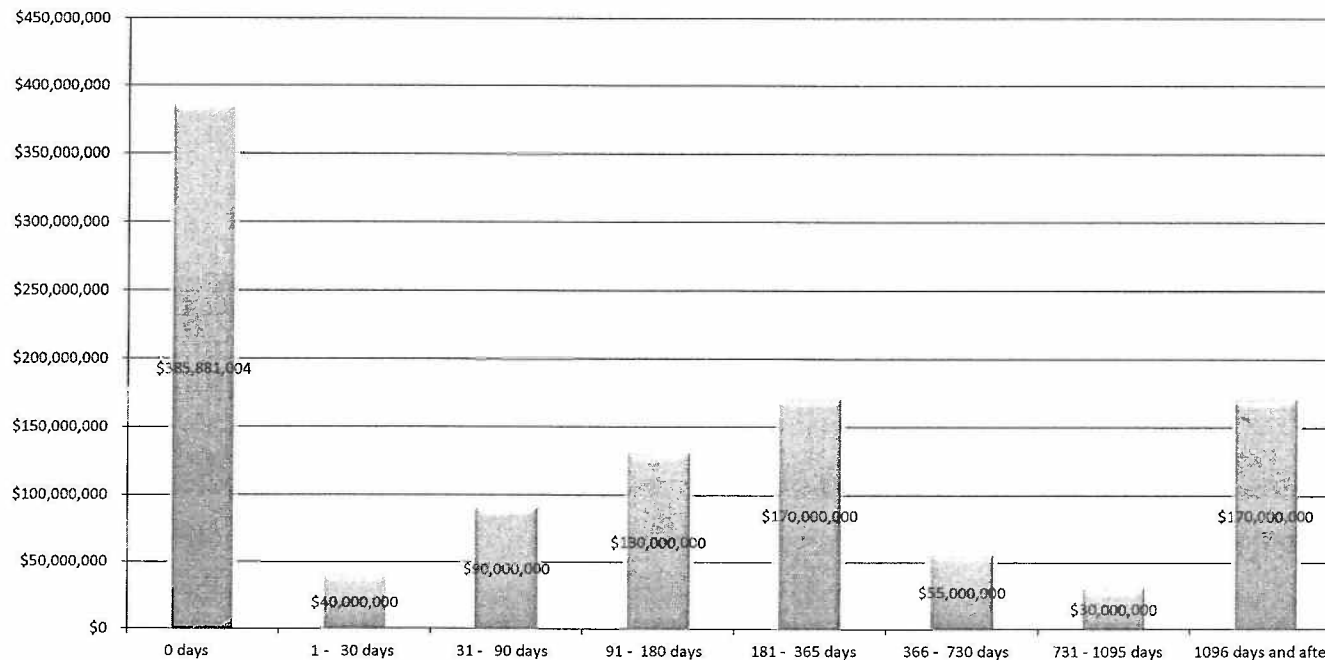
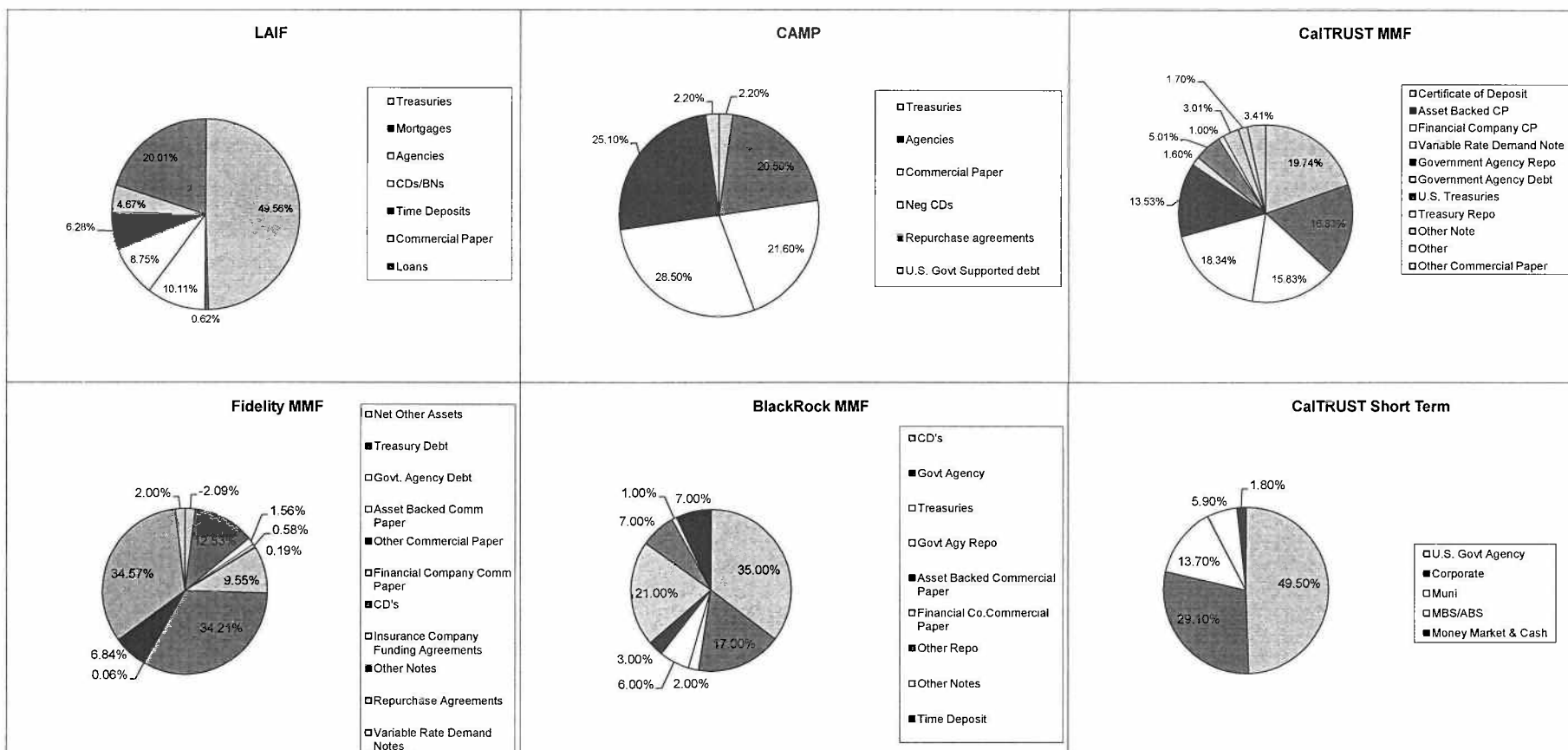


Exhibit E Overnight (Liquid) Asset Distribution



* Percent total may not equal 100 due to rounding

* For Fidelity MMF, Net Other Assets may include cash and receivables and payables related to open security or capital stock trades

	LAIF	CAMP	CalTRUST MMF	Fidelity MMF	BlackRock	CalTRUST Short-Term
Credit Rating	NR	AAAm	AAAm	Aaa	NR	NR
Fund Assets	\$66.3 Billion	\$1.9 Billion	37.5 Billion	55.9 Billion	10 Billion	431 Million
WAM	236 days	50 days	27 days	40 days	34 days	493 days
Percent of Portfolio Invested in Fund	7.45%	8.75%	1.86%	9.81%	3.49%	4.67%
Fund Quarterly Return	0.39%	0.16%	0.08%	0.17%	0.11%	0.52%

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. C

Administrative Services
College Area

Proposal:

That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Parking Lot B Expansion Project, DSA Application No. 01-111498, File No. 27-C1.


Background:

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

Budgetary Implications: None.

☒ **RESOLUTION: BE IT RESOLVED,** That the Board authorize the District to file a Notice of Completion of Contract with the County of Monterey for the Parking Lot B Expansion Project, DSA Application No. 01-111498, File No. 27-C1.

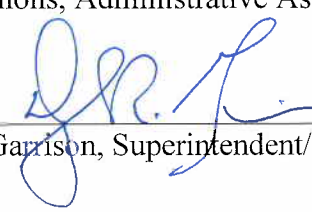
Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Suzanne Ammons, Administrative Assistant

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. D

Fiscal Services
College Area

Proposal:

Approve resolution to participate in the California Community College League Financing Authority Tax and Revenue Anticipation Note Program for FY 2012-2013 underwritten by RBC Capital Markets, LLC.

Background:

The state's cash flow problems and late State Budgets have become a financial challenge for all community college districts in California. Regardless of size or location, virtually all districts are affected when there is a protracted State Budget debate that delays approval of the final budget. When combined with deferrals, many districts including MPC, struggle with maintaining cash flow to meet normal operating expenses. What originated as a State Budget gimmick in 2003-04 by deferring the first \$200 million has increased more than six-fold in size and moved from delays measured in days to, in most cases, months.

The unfortunate reality of deferrals is that they have become a fact of life and have reached such a significant amount—projected to be more than \$1.2 billion between the interyear (across year-end) and intrayear (during the fiscal year) deferrals in 2012-13. In total, it is expected that, for community college districts statewide, the deferrals will result in the delay of approximately \$1,100 per full-time equivalent student (FTES) in funding. *See chart on following page.*

The timing and magnitude of current deferrals, late State Budgets, and the spending down of reserves in response to the recent budget cuts, places districts at great risk as they plan for operations. Taking all deferrals into account, nearly 40% of state general apportionment funds provided to community colleges is deferred at some point in the year. The largest and most consistent expense in a district's budget is payroll, which must be paid on time and cannot be deferred. Given the current level of deferrals, even with an on-time State Budget, a district that has low cash reserves will find that it is at risk of being unable to make payroll without external or interfund borrowing, which increases expenses.

The District's share of the statewide apportionment deferrals is significant. The six prior deferrals total \$5.4M. This has been exasperated by the recent announcement of the deficit coefficient for the 2011-12 apportionment revenue. MPC's apportionment revenue will be cut by \$822,000 in the current year. This was not budgeted. Due to sound fiscal practices adopted by the board, the District has not had to borrow externally to meet cash flow obligations in the past. Although the board has adopted a 10% general fund reserve, there are points in the year where the District's cash balance in the general fund is insufficient to meet payroll and accounts payable expenses. For these low cash periods, the District has borrowed from the Self-Insurance Fund. Borrowed funds from the Self-Insurance Fund are returned when deferrals are finally paid by the state.

In light of the District's budget challenge and the likelihood of using one-time reserves as part of District's budget solution, staff recommends applying for an external borrowing (TRAN) source as backup plan. It does not cost the District to apply, but does require the board to take a number of formal actions that certify authorization to borrow and repay debt. If the District ultimately decides to borrow externally and issue debt, there are costs associated with such action including cost of issuance and interest carry. One of the least costly ways to borrow externally is to participate in a larger issuance pool such as the one organized by the California Community College League.

The California Community College League Financing Authority Tax and Revenue Anticipation Note Program involve each district issuing a Tax and Revenue Anticipation Note (TRAN). These notes are short-term debt instruments issued by school districts throughout the state to create an additional reserve to the general fund that can be used to alleviate temporary cash flow needs.

Once issued by the District, the notes are then sold to investors by the program's underwriter, RBC Capital Markets, LLC. The notes have a maturity length of not more than thirteen (13) months, and are sold in the marketplace to investors who purchase tax-exempt securities. The proceeds of our notes are reinvested in taxable investments (although only in the highest credits – AA or AAA rated entities) with a corresponding maturity length. Since both the interest and reinvestment rates are guaranteed, the District is not exposed to any market risk of ups and downs in interest rates during the course of the year that may affect the economics of the transaction.


Adoption of the Resolution does not obligate the District to participate in the program. The Resolution simply delegates to the administration the right to decide on participation at the time of the pricing when the interest cost and reinvestment rates are known. If the District chooses to participate in the program at a later date, the District is under no obligation for program costs.

Budgetary Implications:

Participation in this program during the 2012-2013 fiscal years will result in additional funds to be available for cash flow purposes in 2012-13 fiscal year.

☒ **RESOLUTION: BE IT RESOLVED**, that the attached resolution allowing Monterey Peninsula Community College District to participate in the California Community College League Financing Authority Tax and Revenue Anticipation Note Program for FY 2012-2013 to be written by RBC Capital Markets, LLC, be approved.

Recommended By:



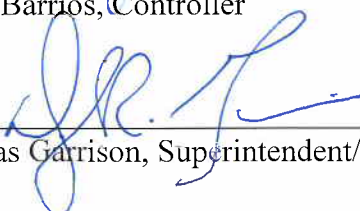
Stephen Ma, Vice President for Administrative Services

Prepared By:



Rosemary Barrios, Controller

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT RESOLUTION

NUMBER 2011-2012/120

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING
OF FUNDS FOR FISCAL YEAR 2012-2013; THE ISSUANCE AND SALE
OF A 2012-2013 TAX AND REVENUE ANTICIPATION NOTE
THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION
NOTES PROGRAM**

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Governing Board (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys of the District, as further described herein, for fiscal year ending June 30, 2013 ("Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize by resolution the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected Unrestricted Revenues (defined herein) available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of such Unrestricted Revenues;

WHEREAS, pursuant to Section 53856 of the Act, any Unrestricted Revenues can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating local agencies (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, the underwriter or placement agent appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, as further described herein.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or

other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Reimbursement Obligations, if any (as defined herein);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter or placement agent pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement") or sold on a competitive bid basis;

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District (including moneys deposited in inactive or term deposits but excepting certain moneys encumbered for a special purpose) generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”), by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District’s “2012-2013 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed the rate authorized by law, as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”).

If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any lawfully available revenues, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the “Secured Percentage”) shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and this Resolution. Except as provided in Section 19(B) hereof, the Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. Unless sold competitively, the Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), on file with the clerk or secretary of the Legislative Body, is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however*, that the Note Rate shall not exceed that authorized by law, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent

proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement, defined herein, if any, and will also be set forth in the Final Official Statement, defined herein, if any. The Authorized Representatives, each alone, are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

To the extent necessary, the Legislative Body hereby approves the preparation of a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Final Official Statement") in connection with the offering and sale of the Note Participations. The Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note

Participations, for and in the name and on behalf of the District, to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Reimbursement Obligations, the District shall owe only the percentage of such fees, expenses and Reimbursement Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

For purposes hereof, "Reimbursement Obligations" shall mean any obligations of the District to the Credit Provider under the Credit Instrument and/or the Credit Agreement, if any, all indemnification to the Credit Provider by the District, and all other amounts due to the

Credit Provider by the District under the Credit Instrument and the Credit Agreement, including obligations evidenced by Defaulted Notes and overdue interest, to the extent permitted by law, in each case becoming due prior to, or as a result of or after, an Event of Default hereunder.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund, or applicable subaccount thereof, held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and

invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from Unrestricted Revenues lawfully available for payment of the Notes.

To the extent the Note matures during the fiscal year following the Repayment Fiscal Year, the Note shall be payable only from Unrestricted Revenues which are received in or accrued to the Repayment Fiscal Year. Included in such revenues are apportionments which otherwise would be received between July 1, 2012 through June 30, 2013, but which, due to the deferral of such apportionments by the State will not be received until after June 30, 2013 ("Deferred Revenues"). The Deferred Revenues shall be accrued to the Repayment Fiscal Year and are hereby determined to be lawfully available to pay the principal of and interest on the Note.

As security for the payment of the principal of and interest on the Note, the District hereby pledges the first Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") received in the Repayment Months (as such term is defined below) identified in the Pricing Confirmation, and in each such Repayment Month up to the amounts identified in the Pricing Confirmation. The principal of the Note and the interest thereon shall constitute a first lien and charge on the Pledged Revenues and, to the extent not so paid, shall be paid from any other moneys thereof lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Pledged Revenues as herein provided.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2012-13 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account"), and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, a subaccount of the Payment Account (the "Payment Subaccount") may be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first Unrestricted Revenues received in the months specified in the Pricing Confirmation (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

To the extent the District's Note is payable from Deferred Revenues, the Pricing Confirmation may specify that the deposits into the Payment Account from such Deferred Revenues may be made during a month subsequent to the respective Repayment Month, but in no event later than one month prior to the Maturity Date of the District's Note.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Reimbursement Obligations, if applicable, have been paid, or provision for such

payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate")), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply, and in such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the Treasurer of the County or comparable officer, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and such other Authorized Officers or the Secretary or Clerk of the Legislative Body of the District, or any duly appointed assistant thereto, shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for

cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected Unrestricted Revenues legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of

any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Agreement, this Resolution, the Purchase Agreement and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2012-2013 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause

the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from lawfully available revenues, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the “2012-2013 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the District has executed a Credit Instrument and if the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate, as defined in the Trust Agreement, until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized

Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(A) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(B) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(D) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(E) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Note Participations may be modified by the Purchase Agreement.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. (A) The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Legislative Body, signed copies of this resolution shall be transmitted by the secretary or clerk of the Legislative Body to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Legislative Body for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

(B) Adoption of this resolution is based on the assumption that the Note shall be issued as part of the Program, in conjunction with the note or notes of one or more community college districts, as described in Section 53853(b) of the Act. However, and notwithstanding any other provision herein, if District elects not to, or is otherwise unable to, issue its Note in conjunction with the note or notes of such other community college districts, transmittal of this Resolution shall constitute a request for borrowing and for the issuance, on a stand-alone basis, of the Note by the County Board. In such instance, and notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to a resolution thereof.

Section 20. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel and Disclosure Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets, LLC, Los Angeles, California, or such other underwriter as may be identified in the Purchase Agreement, is hereby appointed as lead Underwriter for the Program. The one or the several underwriters as may be identified in the Purchase Agreement are hereby appointed as Underwriter for the Program.

Section 22. Form 8038-G; Continuing Disclosure. (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following (each, a "Listed Event") in a timely manner, not in excess of 10 business days after the occurrence thereof:

(1) (i) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (ii) tender offers; (iii) defeasances; (iv) rating changes; (v) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS 5701-TEB), (vi) unscheduled draws on debt service reserves reflecting financing difficulties; (vii) unscheduled draws on the credit enhancement reflecting financial difficulties; (viii) substitution of credit or liquidity providers, or their failure to perform; and (ix) bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District.

(C) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as the Dissemination Agent to the Municipal Securities Rulemaking Board, with respect to the District's outstanding Note, notice of any of the following Listed Events, if material:

(1) (i) non-payment related defaults; (ii) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (iii) optional, contingent or unscheduled bond calls; (iv) unless described under Section 22(B)(1)(v) hereof, events affecting the tax-exempt status of the Note and the related Series of Note Participations; (v) release, substitution or sale of property securing repayment of the Note, (vi) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (vii) appointment of a successor or additional Trustee or the change of name of such Trustee.

Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event under Section 22(C)(1) hereof would be material under applicable federal securities laws, or upon the occurrence of any Listed Event under Section 22(B)(1) hereof, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence in a timely manner not in excess of 10 business days after the occurrence of the event, which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(D) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(E) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(F) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B)(1)(iii) of this section.

(G) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(H) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsections (B) or (C) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for a Listed Event under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(I) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(J) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Section 23. Resolution Parameters.

(a) Name of District: Monterey Peninsula Community College
District

(b) Maximum Amount of Borrowing: \$5,400,000

(c) Authorized Representatives:

TITLE

(1) Superintendent/President

(2) Vice President for Administrative Services

(3) Controller

[REMAINDER OF PAGE LEFT BLANK]

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this __21st day of __March_, 2012, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

FORM OF NOTE

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

2012-2013 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided*,

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District, and which are available for payment thereof (collectively, the "Unrestricted Revenues"). As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of Unrestricted Revenues of the District received during the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together

with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

MONTEREY PENINSULA COMMUNITY
COLLEGE DISTRICT

By: _____ [no signature/form only]
President, Board of Trustees

Countersigned

By: _____ [no signature/form only]
Secretary, Board of the Trustees

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____ [no signature/form only] _____
Authorized Officer

[STATEMENT OF INSURANCE]^{*/}

^{*/} To be used only if Credit Instrument is a policy of municipal bond insurance.

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. E

Human Resources
College Area

Proposal:

That the District's initial proposal for interest-based bargaining with the Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA for a successor agreement to the 2011-2012 agreement be presented, and that a public hearing be held.

Background:

The current agreement between MPC and MPCTA expires on June 30, 2012. Governing Board Policy 5210 implements Government Code Section 3547 that requires public notice of matters to be negotiated. In accordance with the aforementioned policy and code, the Governing Board must, following the presentation of and public comment on the employee proposal, present its initial proposal for negotiations for a successor agreement and receive public comment at an open board meeting prior to formal adoption of the proposal.

A public hearing was held on MPCTA's proposal on February 22, 2012. In accordance with special provisions for Interest Based Bargaining, the initial proposal for this period is in the form of interests for discussion. The proposal is attached for information.

Budgetary Implications:

The outcome of negotiated agreements will determine any budgetary implication.



Hold Public Hearing: District's attached initial proposal for interest-based bargaining with the Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA for a successor agreement.

Recommended By:



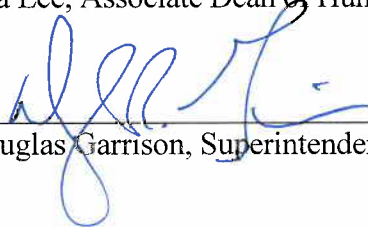
Barbara Lee, Associate Dean of Human Resources

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula College

Initial Proposal to MPCTA
March 21, 2012

The District has an interest in developing a multi-year response to fluctuating and uncertain economic conditions which avoids layoffs and may include wage concessions, one time District funds, and other cost saving measures, and which identifies a mechanism for restoration of salaries as a priority. The District has a further interest in having all employees take the same percentage wage concession.

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. F

Human Resources
College Area

Proposal:

That the Governing Board adopt the District's initial proposal for interest-based bargaining with the Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA for a successor agreement to the 2011-2012 agreement.

Background:

Governing Board Policy 5210 implements Government Code Section 3547 that requires public notice of matters to be negotiated. In accordance with the aforementioned policy and code, the Governing Board must formally adopt its initial proposal for negotiations for a successor agreement to the 2011-2012 agreement, following the presentation of and public comments on the initial proposals of the employees and the District. In accordance with special provisions for Interest Based Bargaining, the initial proposals are in the form of "interests" for discussion.

Budgetary Implications:

The outcome of negotiated agreements will determine any budgetary implication.

☒ **RESOLUTION: BE IT RESOLVED**, that, following comments from the public regarding the initial proposals of both MPCTA and the District, the attached Monterey Peninsula College District initial proposal for interest based bargaining with Monterey Peninsula College Teachers Association (MPCTA)/CTA/NEA for a successor agreement be adopted.

Recommended By:



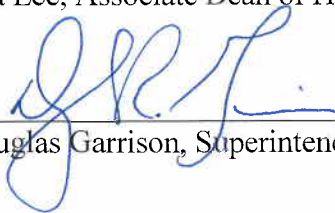
Barbara Lee, Associate Dean of Human Resources

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula College

Initial Proposal to MPCTA
March 21, 2012

The District has an interest in developing a multi-year response to fluctuating and uncertain economic conditions which avoids layoffs and may include wage concessions, one time District funds, and other cost saving measures, and which identifies a mechanism for restoration of salaries as a priority. The District has a further interest in having all employees take the same percentage wage concession.

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. G

Human Resources

College Area

Proposal:

That the District's initial proposal for interest-based bargaining with the California School Employees Association, Chapter #245, MPCEA/CSEA for 2012-2013 agreement be presented, and that a public hearing be held.

Background:

The 2011-2014 agreement between MPC and MPCEA provides for reopeners on two articles each for 2012-2013. Governing Board Policy 5210 implements Government Code Section 3547 that requires public notice of matters to be negotiated. In accordance with the aforementioned policy and code, the Governing Board must, following the presentation of and public comment on the employee proposal, present its initial proposal for negotiations and receive public comment at an open board meeting prior to formal adoption of the proposal.

A public hearing was held on MPCEA's proposal on February 22, 2012. In accordance with special provisions for Interest Based Bargaining, the initial proposal for this period is in the form of interests for discussion. The proposal is attached for information.

Budgetary Implications:

The outcome of negotiated agreements will determine any budgetary implication.



Hold Public Hearing: District's attached initial proposal for interest-based bargaining with the California School Employees Association, Chapter #245, MPCEA/CSEA for 2012-2013.

Recommended By:



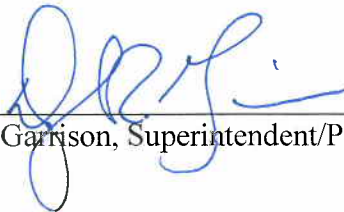
Stephen Ma, Vice President for Administrative Services

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula College

**Initial Proposal to MPCEA
March 21, 2012**

The District has an interest in developing a multi-year response to fluctuating and uncertain economic conditions which avoids layoffs and may include wage concessions, one time District funds, and other cost saving measures, and which identifies a mechanism for restoration of salaries as a priority. The District has a further interest in having all employees take the same percentage wage concession.

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. H

Human Resources
College Area

Proposal:

That the Governing Board adopt the District's initial proposal for interest-based bargaining with the California School Employees Association, Chapter #245, MPCEA/CSEA for negotiations for 2012-2013.

Background:


Governing Board Policy 5210 implements Government Code Section 3547 that requires public notice of matters to be negotiated. In accordance with the aforementioned policy and code, the Governing Board must formally adopt its initial proposal for negotiations for 2012-2013, following the presentation of and public comments on the initial proposals of the employees and the District. In accordance with special provisions for Interest Based Bargaining, the initial proposals are in the form of "interests" for discussion.

Budgetary Implications:

The outcome of negotiated agreements will determine any budgetary implication.

☒ **RESOLUTION: BE IT RESOLVED**, that, following comments from the public regarding the initial proposals of both MPCEA and the District, the attached Monterey Peninsula College District initial proposal for interest based bargaining with California School Employees Association, Chapter #245, MPCEA/CSEA for 2012-2013 be adopted.

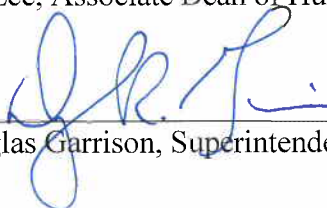
Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Barbara Lee, Associate Dean of Human Resources

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

New Bus title month year

Monterey Peninsula College

Initial Proposal to MPCEA
March 21, 2012

The District has an interest in developing a multi-year response to fluctuating and uncertain economic conditions which avoids layoffs and may include wage concessions, one time District funds, and other cost saving measures, and which identifies a mechanism for restoration of salaries as a priority. The District has a further interest in having all employees take the same percentage wage concession.

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. I

Student Services
College Area

Proposal:

That the Governing Board pass a resolution proclaiming the week of April 22 – 28, 2012 as the “Week of the Young Child” with the theme of “Investing in Young Children Benefits All.”

Background:

The first nationwide “Week of the Young Child” was held in 1971. Since that time, community efforts promoting the wellbeing of children and their needs to the public have increased. Citizens are encouraged to collect information about available services for children and become informed of how public policy at the local, state, and national level influence the lives of young children.

The week is a time to recognize that early childhood is where our future begins and to recommit ourselves to ensuring that each and every child experiences the type of early environment at home, at child care, at school and in the community that will promote their early learning.

Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED,** That the Governing Board pass a resolution proclaiming the week of April 22 – 28, 2012 as the “Week of the Young Child” with the theme of “Investing in Young Children Benefits All.”

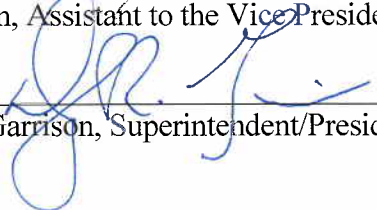
Recommended By:


Carsbia Anderson, Vice President of Student Services

Prepared By:


Sigrid Klein, Assistant to the Vice President of Student Services

Agenda Approval:


Dr. Doug Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. J

Student Services
College Area

Proposal:

That the Governing Board authorize the Vice President of Student Services to enter into an agreement with the State of California, Department of Rehabilitation, to renew the WorkAbility Program for a term of three years, effective July 1, 2012 through June 30, 2015.

Background:

It is the intent of this contract to continue the comprehensive WorkAbility Program to meet the multiple needs of the Department of Rehabilitation and MPC students with disabilities through the combining of resources. The program will provide career exploration, job development and job placement services to students pursuing employment.

The Contract Administrator will be Carsbia Anderson, Vice President of Student Services. It is anticipated that the State will pay the maximum amount of \$335,484 during the duration of the agreement. The contract includes an in-kind match from Supportive Services & Instruction.

Budgetary Implications:

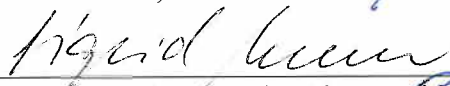
Currently budgeted personnel costs satisfy all in kind match requirements.

☒ **RESOLUTION: BE IT RESOLVED**, that the Governing Board authorize the Vice President of Student Services to enter into an agreement with the State of California, Department of Rehabilitation, to renew the WorkAbility Program for a term of three years, effective July 1, 2012 through June 30, 2015.

Recommended By:


Carsbia Anderson, Vice President of Student Services

Prepared By:


Sigrid Klein, Assistant to the Vice President of Student Services

Agenda Approval:


Dr. Doug Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. K

Academic Affairs
College Area

Proposal:

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

Background:

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

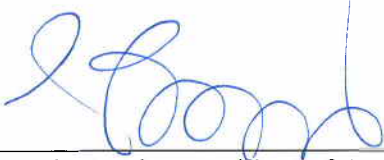
Budgetary Implications:

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

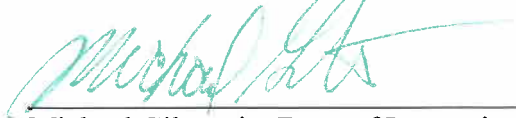
☒ **RESOLUTION: BE IT RESOLVED**, that the following courses and programs be approved:

ANTH 8, Primate Behavioral Ecology
CSIS 45, Introduction to Underwater Robotics
ENGL 52, Creative Nonfiction Writing
ENGL 53, Poetry Writing
ENGL 54, Novel Writing
Program: Child Development Associate in Science for Transfer
Program: Creative Writing Certificate of Training
Program: Interior Design-Fast Track: Green Interiors Certificate of Training

Recommended By:


Celine Pinet, Vice President of Academic Affairs

Prepared By:


Michael Gilmartin, Dean of Instructional Planning

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

PROPOSED COURSES AND PROGRAMS

ANTH 8

Primate Behavioral Ecology

3 units

3 hours lecture

Justification

Anthropology is the study of human culture, language, archaeology and biology. The current department offerings disproportionately address research in the subfield of cultural anthropology. This course addresses current research in a subfield of biological anthropology and fuses cultural and biological perspectives of human and nonhuman primate evolution. The current elective offerings for the AA degree in anthropology do not represent biological anthropology. This course offering will be offered as a General Education Elective in anthropology.

Description

This course provides a concise introduction to nonhuman primate biology, comparative behavior, ecology, and conservation.

CSIS 45

Introduction to Underwater Robotics

4 units

3 hours lecture; 3 hours lab

Justification

This course is a proposed course number change and new department home for MAST 55, the submersible technology class. It is being created in CSIS as a first entry for a future robotics certificate of training option in CSIS.

Description

This class provides a foundation in robotics technology as applied to the ocean environment. Topics include the engineering process, Remotely Operated Vehicles (ROVs), Autonomous Underwater Vehicles (AUVs), electronics, sensors, manipulators, and programming.

ENGL 52

Creative Nonfiction Writing

3 units

3 hours lecture

Justification

Restructuring of creative writing program by new instructor.

Description

This course covers the study and practice of creative nonfiction writing. It includes the reading and discussion of works by established authors, lectures, and sharing of original student work in a supportive writing workshop environment.

ENGL 53**Poetry Writing****3 units****3 hours lecture****Justification**

Restructuring of creative writing program by new instructor.

Description

This course covers the study and practice of poetry writing. It includes the reading and discussion of works by established poets, lectures, and sharing of original student work in a supportive writing workshop environment.

ENGL 54**Novel Writing****3 units****3 hours lecture****Justification**

Restructuring of creative writing program by new instructor.

Description

This course covers the study and practice of long-form fiction writing, including the novel and novella. It includes the reading and discussion of works by established authors, lectures, and sharing of original student work in a writing workshop environment.

Program**Child Development Associate in Science for Transfer****Justification**

This is a new transfer degree that aligns with the new SB 1440 and aligns with the early childhood statewide approved Curriculum Alignment Project (CAP). This program will allow students to transfer to a 4-year institution and not have to do more than 60 credits at the 4-year college to obtain their Child Development 4-year degree as quickly as possible. This degree is needed due to the newest federal mandate, which took effect January 1, 2012 and requires all Head Start Early Childhood Programs (a federally funded program nationwide and the largest employer in area, state, and nation in early childhood) to have 50% of their teachers with a 4-year college degree. In order to keep up with industry trends this degree is needed to support students' career pathways to the 4-year college level.

Description

The Child Development Department offers course work, aligned with the California Community College Early Childhood California Curriculum Alignment Project, which leads to an Associate in Science-Transfer Degree in Child Development that will transfer to a California State University Bachelor of Arts degree. The Child Development Associates Degree encompasses course work required by the State of California for Early Childhood Teachers and Early Childhood Program Directors for licensing and to qualify for the six levels of the California Child Development Permit.

Program**Creative Writing Certificate of Training****Justification**

The purpose of the Creative Writing Certificate program is to encourage students' interest in writing and to provide the opportunity to pursue this interest through intensive study and practice of the literary arts. Fulfilling the requirements for a Certificate in Creative Writing will be, for the student, a significant accomplishment. The certificate itself will signify that he or she has explored in depth the histories, forms and techniques of the various literary arts, pursuing perhaps a special interest in one genre but gaining from the practice of all. The student who completes this program will have thought and learned more about the work that creative writers do – and will have done more of it – than the vast majority of people who go on to study at a university or leave MPC to enter (or continue) a profession. This preparation will of course be invaluable and even necessary to students who plan to major in Creative Writing at a four-year institution, but with creativity and strong critical thinking, reading and writing skills widely valued by universities seeking the best students and employers seeking the best employees, the program provides all students with an advantage as they pursue their academic and/or professional goals.

Description

The Creative Writing program provides the opportunity to pursue your interest in writing through intensive study and practice of the literary arts. Work with faculty who are themselves published writers as you create original, polished works of poetry and prose. The program engages students in writing, reading and discussing creative works in a supportive writing workshop environment. This program is of benefit to students planning to major in Creative Writing at a four-year institution, and to anyone with an interest in exploring their own creativity and developing stronger writing, reading and critical thinking skills.

Program**Interior Design-Fast Track: Green Interiors Certificate of Training****Justification**

Sustainable practices have long been taught and studied in the interior design field. With the growing popularity of "green" industry, students as well as employers are recognizing the need for more awareness of environmental needs and solutions in all facets of design. This fast-track certificate allows students to gain a specialization in sustainability while at the same time working professionals can come back to MPC for some re-training.

Description

The Green Interiors Certificate of Training is a segment of the Interior Design program designed for students who want to pursue careers or specialize in sustainable or "green" design.

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. L

President's Office
College Area

Proposal:

That the Governing Board receive an update regarding the trustee area redistricting process.

Background:

At the September 27, 2011 meeting, the Board adopted the final redistricting plan for adjustment of trustee area boundaries to address population changes identified in the 2010 Census. The next step in the redistricting process was to submit the plan to the U.S. Department of Justice for preclearance.

Per Section 5 of the Voting Rights Act of 1965, changes that affect voting in Monterey County may not be implemented until the Department of Justice reviews the proposed adjustments and concurs the changes have neither a discriminatory purpose nor effect. The District's demographic consultant, Dr. Jeanne Gobalet, recently completed preparation of the supporting information needed for the preclearance submission. On March 6, 2012, Dr. Gobalet submitted the plan to the Department of Justice on behalf of the District. A response from the Department of Justice is expected within 60 days.

Copies of the complete preclearance submission are available for review by the public at the President's Office at the Monterey campus and the administrative office at the Education Center at Marina. The public notice regarding the preclearance submission is attached.

Budgetary Implications:

Funding to cover expenses for phases 2-4 of approximately \$34,000 for the consultant's demographic evaluation work has been budgeted in FY 2011-12.

☒ **INFORMATION:** Trustee Area Redistricting Plan Preclearance Submission Update

Recommended By:


Douglas R. Garrison, Superintendent/President

Prepared By:


Vicki Nakamura, Assistant to the President

Agenda Approval:


Douglas R. Garrison, Superintendent/President



PUBLIC NOTICE

**NOTICE OF SUBMISSION OF REDISTRICTING PLAN
BY THE MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
TO THE U.S. DEPARTMENT OF JUSTICE
FOR PRECLEARANCE UNDER SECTION 5
OF THE VOTING RIGHTS ACT OF 1965**

On September 27, 2011, the Governing Board of the Monterey Peninsula Community College District adopted a new redistricting plan for the District's five trustee areas.

Changes to trustee area boundaries in Monterey County require preclearance by the United States Attorney General under section 5 of the Voting Rights Act of 1965. The submission was sent to the Attorney General on March 6, 2012.

A complete duplicate copy of the submission is available for public review at the following locations:

Superintendent/President's Office, Administration Building
Monterey Peninsula Community College District
980 Fremont Street
Monterey, CA 93940

Administrative Office, Room MA101
MPC Education Center at Marina
289 12th Street
Marina, CA 93933

The citizens of the Monterey Peninsula Community College District are invited to submit comments for consideration by the U.S. Attorney General. Any comments should be made to:

Chief, Voting Section
Civil Rights Division
Room 7254 – NWB
Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530.
1-800-253-3931

Comments may also be emailed to: vot1973c@usdoj.gov, with "Submission #2012-1131/Comments" in the subject line.

Please post until May 1, 2012

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. M

Superintendent/President
Office

Proposal:

To consider candidates and vote for nominees for eight, three-year vacancies on the California Community College Trustees (CCCT) Board.

Background:

On March 1, 2012, the District received communication from the Community College League of California regarding the CCCT Board of Directors election for 2012. A copy of the communication and the Official Ballot is attached. The California Community College Trustees (CCCT) Board serves a major role within the Community College League of California. The twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members. In addition, the Board meets twice a year with the Board of Governors of the California Community Colleges.

The election of members of the CCCT Board of the League will take place between March 10 and April 25, 2012. Our ballot must be returned to the League office postmarked no later than April 25, 2012.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate.

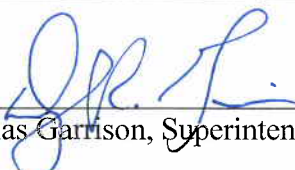
Budgetary Implications:

None.

☒ **RESOLUTION:** BE IT RESOLVED, that the Governing Board vote for the following persons to the California Community College Trustees (CCCT) Board:


_____, _____, _____, _____,
_____, _____, _____, _____.

Recommended By:



Dr. Douglas Garrison, Superintendent/President

Prepared By:



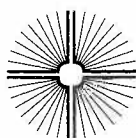
Carla Robinson, Executive Assistant to Superintendent/President and Governing Board

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

MAR 01 2012



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

DATE: February 27, 2012

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Judy Centlivre, Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2012

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. Although the election announcement and call for nominations indicated that there are seven seats to be filled, there are now eight seats due to the recent resignation from the board by Trustee Larwood.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The eleven trustees who have been nominated for election to the board are listed on the enclosed sheet in the order of the Secretary of State's random drawing. An official ballot for the election is also enclosed in this mailing to each community college district, as well as copies of the statement of candidacy and biographic sketch form of each of the eleven candidates.

Please remember that: *1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.* Official ballots must be signed and returned to the League office, **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements

CCCT 2012 BOARD OFFICIAL BALLOT

Vote for no more than eight (8) by checking the boxes next to the names

NOMINATED CANDIDATES

List order based on Secretary of State's January 19, 2012 random drawing.

- ☐ *Janet Chaniot, Mendocino-Lake CCD
- ☐ Angela Acosta-Salazar, Rio Hondo CCD
- ☐ *Doug Otto, Long Beach CCD
- ☐ *Manny Ontiveros, North Orange County CCD
- ☐ Tina Park, Los Angeles CCD
- ☐ Ann H. Ransford, Glendale CCD
- ☐ Deborah LeBlanc, Compton CCD
- ☐ *Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
- ☐ *Marcia Zableckis, Barstow CCD
- ☐ Greg Bonaccorsi, Ohlone CCD
- ☐ *Chris Stampolis, West Valley-Mission CCD

WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.

* Incumbent

Board Secretary and Board President or Board Vice President must sign below:

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

Secretary of the Board

President or Vice President of the Board

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. N

Human Resources
College Area

Proposal:

Discuss the Superintendent/President search process and provide direction to staff.

Background:

Per Governing Board Policy 1007, the Board of Trustees is responsible for the selection and appointment of the Superintendent/President. With the announcement of Dr. Douglas Garrison's intention to retire in August 2012, it is necessary to determine the process to hire his successor.

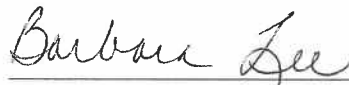
An update on progress made will be presented and discussion regarding the formulation of the process will continue as needed.

Budgetary Implications:

None identified at this time.

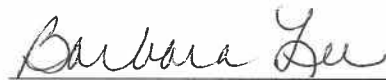
☒ **INFORMATION:** The Board will provide direction on the design of the Superintendent/President search process. Any items requiring Board action will be presented at future Board meetings.

Recommended By:



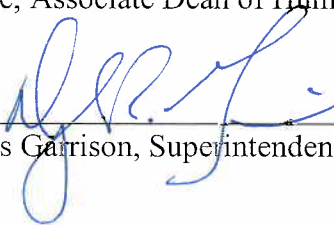
Barbara Lee, Associate Dean of Human Resources

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

March 21, 2012

New Business Agenda Item No. O

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. Douglas Garrison, Superintendent/President

Prepared By:

Carla Robinson

Carla Robinson, Executive Assistant to Superintendent/President and Governing Board

Agenda Approval:

Dr. Douglas Garrison

Dr. Douglas Garrison, Superintendent/President

MPC Governing Board 2012 Calendar of Events

MARCH, 2012

Wednesday, March 21 Regular Board Meeting at 3:00pm; 1:30pm Closed Session, Stutzman Room
 Mon-Fri, March 26-31 MPC Spring Recess and Cesar Chavez Commemoration Holiday

APRIL, 2012

Tuesday, April 10 ASMPC Faculty/Staff Appreciation Event, 11:30am-2:00pm, Sam Karas
Wednesday, April 11 Board Retreat and Tour, 3:00-5:00pm, Public Safety Training Center, Seaside
 Saturday, April 14 Asian Culture Show, 7:30-9:30pm, Music Hall
 Wednesday, April 25 Regular Board Meeting at Education Center at Marina;
 1:30pm Closed Session in MA104, 3:00pm Regular Meeting in MA402

MAY, 2012

Friday, May 4 6th Annual President's Address to the Community, Monterey Conf Ctr, 11:30am
 Friday, May 11 Supportive Services Scholarship Reception, 12:00-3:00pm, Sam Karas
 Friday, May 18 Annual MPC BBQ, 11:30-1:30pm, Amphitheater
 Monday, May 21 MPC Scholarship Awards Ceremony 2:00-4:00pm, LF103 and
 Reception 4:00-5:00pm, Sam Karas
 Wednesday, May 23 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room
Board Study Session 3:00-4:00pm, Sam Karas Room; 4:00pm Regular Meeting
 Friday, May 25 EOPS/TRiO Recognition Ceremony, 1:00-3:00pm, Music Hall
 Monday, May 28 Memorial Day Holiday

JUNE, 2012

Wednesday, May 30 Asian Commencement Ceremony
Thursday, May 31 Latino Commencement Ceremony, 6:00pm, LF103
Friday, June 1 Kente Commencement Ceremony, 7:00pm, MU 101
Saturday, June 2 Faculty Retirement Breakfast, 8:30am, Case Munras Hotel
Saturday, June 2 Commencement at 12:00; line-up at 11:30am
Saturday, June 2 Nurse Pinning Ceremony, 3:00pm
Monday, June 11 Tour Construction Projects with Citizens' Bond Oversight Committee
 Wednesday, June 27 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

Wednesday, July 25 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

Wednesday, August 22 Regular Board Meeting, 1:30pm, Closed Session, PSTC, Seaside

Wednesday, September 26 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

Wednesday, October 24 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

Wednesday, November 28 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room

Wednesday, December 12 Regular Board Meeting, 1:30pm, Closed Session, Marina Education Ctr