

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 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 April 30, 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 April 30, 2012 be accepted.

Recommended By:



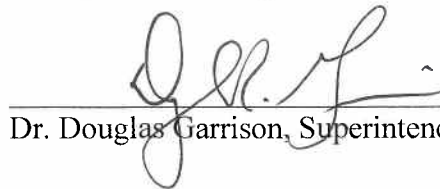
Stephen Ma, Vice President for Administrative Services

Prepared By:



Rosemary Barrios, Controller

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula College
Fiscal Year 2011-12
Financial and Budgetary Report
April 30, 2012

Enclosed please find attached the financial reports for the month ending April 30, 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 April 30, 2012 is \$35,566,837 which is 1.7% more than the same period last fiscal year. Expenditures year-to-date total \$35,477,897 which is .2% more than the same time last fiscal year, for a net difference of \$88,940.

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

Revenues

- The April advance apportionment payment received was \$563,728, which is 8% of the total certified apportionment.
- 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 \$4,964,308 in local property tax receipts this month and \$347,804 in other student fees and charges as reflected in the current revenue column of the Unrestricted General Fund report.
- The District received Second Quarter Lottery funds of \$311,353 this month.
- Funds of \$513,323 from the Capital Outlay Fund and \$590,959 from the Self Insurance Fund were moved to the Unrestricted General Fund this month. These are reflected in the 8900 – other financing sources account in the Unrestricted General Fund revenue. These budgets were established from use of 10-11 FY end one-time monies to balance the 11-12 FY Unrestricted General Fund budget.
- Funds of \$644,493 were moved from the Unrestricted General Fund to the Restricted General Fund this month therefore the Restricted General Fund revenue is up compared to last month. These monies came in as part of the monthly apportionment payment from the state.

- The District received \$108,538 in current year federal grant funds this month as reflected in the current revenue column of the Restricted General Fund report.

Expenditures

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

Self Insurance Fund

- Self Insurance expenses are at 71.9% of budgeted expenditures. The expenditure amount is 7.8% less than the amount for the same period last fiscal year.

Parking Fund

- Parking revenues are 127.7% of budget, indicating total revenue for the year to be significantly higher than budgeted. Expenses are at 73.4%.

Fiduciary Funds

- All Fiduciary Funds are tracking close to budget.

Cash Balance:

The total cash balance for all funds is \$64,773,892 including bond cash of \$44,368,145 and \$20,405,747 for all other funds. Operating funds cash is \$8,188,554. The District's cash balance is sufficient to manage cash flow demands (payroll and accounts payable) for the next month.

Other

A number of cost saving measures identified in 2011-12 adopted budget have either under-performed or will not materialize. This combined with the mid-year revenue cut (deficit coefficient) will result in an out of balance budget. In the coming months, a number of budget transfers from district reserves will be instituted to balance the budget. Use of district reserves (one-time funds) to balance the current year budget will mean these funds will not be available to help mitigate the impact of the governor's worst case budget proposal for MPC.

Monterey Peninsula Community College

Monthly Financial Report

April 30, 2012

Summary of All Funds

<u>Funds</u>	<u>Beginning</u> <u>Fund Balance</u>	<u>Revised Budgets</u> <u>2011 - 2012</u>		<u>Ending</u> <u>Fund Balance</u>	<u>Year to Date Actual</u> <u>2011 - 2012</u>			<u>% Actual</u> <u>to Budget</u>		<u>Cash</u> <u>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>4/30/2012</u>
General - Unrestricted	\$3,763,831	\$37,533,388	\$37,530,142	\$3,767,077	\$30,171,078	\$30,212,145	1,429,650	80.4%	84.3%	\$7,432,791
General - Restricted	0	5,723,154	5,723,154	0	4,028,434	4,107,342	158,375	70.4%	74.5%	0
Child Dev - Unrestricted	0	560,576	560,576	0	438,343	444,562	0	78.2%	79.3%	7,933
Child Dev - Restricted	0	247,713	247,713	0	185,240	224,024	8,453	74.8%	93.8%	0
Student Center	214,409	275,200	264,229	225,380	144,853	150,770	24,641	52.6%	66.4%	369,724
Parking	92,179	469,000	464,458	96,721	598,889	339,054	1,956	127.7%	73.4%	378,106
Subtotal Operating Funds	\$4,070,419	\$44,809,031	\$44,790,272	\$4,089,178	\$35,566,837	\$35,477,897	\$1,623,075	79.4%	79.2%	\$8,188,554
Self Insurance	9,327,145	6,886,665	7,477,624	8,736,186	5,195,175	5,322,623	55,711	75.4%	71.9%	10,386,409
Capital Project	812,067	3,244,784	3,943,236	113,615	234,295	699,498	33,287	7.2%	18.6%	704,402
Building	54,046,985	200,000	39,371,502	14,875,483	183,999	11,875,933	19,044,983	92.0%	78.5%	44,368,145
Debt Service	103,491	275,324	275,324	103,491	276,793	275,324	0	100.5%	100.0%	52,179
Revenue Bond	20,905	18,975	18,975	20,905	19,132	18,975	0	100.8%	100.0%	21,653
Associated Student	16,122	90,274	90,274	16,122	82,198	53,545	0	91.1%	59.3%	87,762
Financial Aid	12,881	5,500,000	5,500,000	12,881	5,361,727	5,361,727	0	97.5%	97.5%	219,758
Scholarship & Loans	272,948	2,850,000	2,850,000	272,948	2,294,712	2,245,121	0	80.5%	78.8%	307,297
Trust Funds	293,917	589,000	589,000	293,917	493,596	319,646	0	83.8%	54.3%	381,186
Orr Estate	61,262	50,000	40,000	71,262	30,950	41,402	0	61.9%	103.5%	56,547
Total all Funds	\$69,038,142	\$64,514,053	\$104,946,207	\$28,605,988	\$49,739,414	\$61,691,692	\$20,757,056	77.1%	58.8%	\$64,773,892

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

April 30, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUES							
8100 FEDERAL	11,357	10,700	0	0	10,700	0.0%	
8600 STATE	23,414,545	20,561,741	202,512	12,200,263	8,361,478	59.3%	
8800 COUNTY / LOCAL	17,214,510	15,856,665	5,310,173	16,866,532	(1,009,867)	106.4%	
8900 INTERFUND TRANSFER IN	<u>50,000</u>	<u>1,104,282</u>	<u>1,104,282</u>	<u>1,104,282</u>	<u>0</u>	N/A	
TOTAL REVENUE :	<u>\$40,690,413</u>	<u>\$37,533,388</u>	<u>\$6,616,967</u>	<u>\$30,171,078</u>	<u>\$7,362,310</u>	80.4%	
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	6,879,593	5,926,372	544,733	4,845,731	1,080,641	81.8%	
1200 NON TEACHER SALARIES	2,952,928	2,842,030	240,158	2,283,971	558,059	80.4%	
1300 HOURLY TEACHER	4,919,371	4,818,084	509,065	4,405,765	412,319	91.4%	
1400 OTHER HOURLY SALARIES	<u>140,700</u>	<u>199,718</u>	<u>12,460</u>	<u>138,911</u>	<u>60,807</u>	69.6%	
TOTAL CERTIFICATED :	<u>\$14,892,592</u>	<u>\$13,786,204</u>	<u>\$1,306,415</u>	<u>\$11,674,377</u>	<u>\$2,111,826</u>	84.7%	
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	5,773,865	5,523,895	473,705	4,744,350	779,546	85.9%	
2200 INSTRUCTIONAL AIDES	754,063	774,891	67,240	602,183	172,708	77.7%	
2300 HOURLY NON INSTRUCTIONAL	387,886	333,604	16,262	419,608	(86,004)	125.8%	
2400 HOURLY INSTRUCTIONAL	<u>677,838</u>	<u>645,982</u>	<u>56,734</u>	<u>529,007</u>	<u>116,976</u>	81.9%	
	<u>\$7,593,652</u>	<u>\$7,278,373</u>	<u>\$613,940</u>	<u>\$6,295,147</u>	<u>\$983,225</u>	86.5%	

*** BOARD REPORT ***

GENERAL FUND (Unrestricted) continued

Fund 01

Monterey Peninsula College

April 30, 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>\$260,028</u>	<u>\$3,943,886</u>	<u>\$79,684</u>	<u>\$654,454</u>	86.0%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	267,033	247,396	17,410	120,402	51,114	75,880	69.3%
4500 OTHER SUPPLIES	491,230	336,200	29,339	287,906	74,756	(26,461)	107.9%
4700 FOOD	9,760	4,380	145	1,362	0	3,018	31.1%
TOTAL SUPPLIES & OTHER :	<u>\$768,023</u>	<u>\$587,976</u>	<u>\$46,894</u>	<u>\$409,670</u>	<u>\$125,870</u>	<u>\$52,436</u>	91.1%
OTHER							
5100 CONTRACTED SERVICES	2,121,792	1,584,899	178,983	756,156	441,210	387,533	75.5%
5200 TRAVEL	170,358	145,341	12,460	86,153	7,560	51,628	64.5%
5300 DUES AND SUBSCRIPTIONS	138,788	119,934	675	114,479	0	5,455	95.5%
5400 INSURANCE	326,944	335,300	0	358,775	0	(23,475)	107.0%
5500 UTILITIES & HOUSEKEEPING	1,090,953	1,209,735	97,996	819,878	516,856	(126,999)	110.5%
5600 RENTS & LEASES	639,219	581,124	8,635	423,653	84,701	72,770	87.5%
5700 LEGAL AND AUDIT	102,924	325,455	22,196	71,080	28,176	226,199	30.5%
5800 OTHER SERVICES	305,054	499,517	5,887	241,948	73,028	184,541	63.1%
TOTAL OTHER :	<u>\$4,896,031</u>	<u>\$4,801,305</u>	<u>\$326,832</u>	<u>\$2,872,122</u>	<u>\$1,151,530</u>	<u>\$777,653</u>	83.8%
CAPITAL OUTLAY							
6200 BUILDING IMPROVEMENT	31,899	22,771	273	18,062	3,483	1,226	94.6%
6300 CAPITAL BOOKS & SOFTWARE	45,513	137,530	0	137,530	0	0	100.0%
6400 EQUIPMENT	86,835	78,785	8,533	40,452	69,083	(30,750)	139.0%
TOTAL CAPITAL OUTLAY :	<u>\$164,247</u>	<u>\$239,086</u>	<u>\$8,806</u>	<u>\$196,044</u>	<u>\$72,566</u>	<u>(\$29,524)</u>	112.3%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	6,656,331	6,159,152	40,000	4,820,899	0	1,338,253	78.3%
TOTAL TRANSFERS :	<u>\$6,656,331</u>	<u>\$6,159,152</u>	<u>\$40,000</u>	<u>\$4,820,899</u>	<u>\$0</u>	<u>\$1,338,253</u>	78.3%
TOTAL EXPENSE & TRANSFERS :	<u>39,387,897</u>	<u>37,530,118</u>	<u>2,602,915</u>	<u>30,212,145</u>	<u>1,429,650</u>	<u>5,888,324</u>	84.3%
REVENUE OVER EXPENSE :	<u>\$1,302,516</u>	<u>\$3,270</u>	<u>\$4,014,052</u>	<u>(\$41,067)</u>	<u>(\$1,429,650)</u>	<u>\$1,473,987</u>	

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

Fund 01

Monterey Peninsula College

April 30, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-2012					BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUES								
8100 FEDERAL	1,566,098	2,458,993	108,539	1,431,349	0	1,027,644	58.2%	
8600 STATE	2,578,855	2,462,125	645,836	2,060,707	0	401,418	83.7%	
8800 COUNTY / LOCAL	707,127	734,915	37,353	536,378	0	198,537	73.0%	
8900 INTERFUND TRANSFER IN	67,384	67,121	0	0	0	67,121	0.0%	
TOTAL REVENUE :	\$4,919,464	\$5,723,154	\$791,728	\$4,028,434	0	\$1,694,720	70.4%	
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	41,104	0	9,218	81.7%	
1200 NON TEACHER SALARIES	870,821	963,674	83,559	804,544	0	159,130	83.5%	
1300 HOURLY TEACHER	73,988	66,352	7,223	55,075	0	11,277	83.0%	
1400 OTHER HOURLY SALARIES	188,510	246,323	13,209	164,307	0	82,016	66.7%	
TOTAL CERTIFICATED :	\$1,245,402	\$1,326,671	\$108,558	\$1,065,030	\$0	\$261,641	80.3%	
CLASSIFIED SALARIES								
2100 NON INSTRUCTIONAL	552,431	572,078	47,864	488,142	0	83,936	85.3%	
2300 HOURLY NON INSTRUCTIONAL	386,196	348,855	32,027	291,708	0	57,147	83.6%	
2400 HOURLY INSTRUCTIONAL	158,574	186,093	8,547	109,844	0	76,249	59.0%	
TOTAL CLASSIFIED :	\$1,097,201	\$1,107,026	\$88,438	\$889,694	\$0	\$217,332	80.4%	

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

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>\$423,782</u>	<u>\$34,942</u>	<u>\$350,301</u>	<u>\$0</u>	<u>\$73,481</u>	<u>82.7%</u>
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	54,584	138,797	1,420	19,627	6,121	113,049	18.6%
4500 OTHER SUPPLIES	53,119	79,011	2,103	23,439	9,250	46,322	41.4%
4700 FOOD	26,841	18,384	12,839	<u>22,422</u>	450	(4,488)	124.4%
TOTAL SUPPLIES & OTHER :	<u>\$134,544</u>	<u>\$236,192</u>	<u>\$16,362</u>	<u>\$65,488</u>	<u>\$15,821</u>	<u>\$154,883</u>	<u>34.4%</u>
OTHER							
5100 CONTRACTED SERVICES	631,905	728,883	55,357	443,969	124,969	159,945	78.1%
5200 TRAVEL	479,069	508,955	18,510	385,355	550	123,050	75.8%
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	211	189	100	80.0%
5600 RENTS & LEASES	35,290	11,586	360	13,687	25	(2,126)	118.3%
5800 OTHER SERVICES	139,241	241,810	20,976	211,056	6,429	24,325	89.9%
TOTAL OTHER :	<u>\$1,355,647</u>	<u>\$1,536,841</u>	<u>\$95,203</u>	<u>\$1,100,634</u>	<u>\$132,162</u>	<u>\$304,045</u>	<u>80.2%</u>
CAPITAL OUTLAY							
6300 CAPITAL BOOKS & SOFTWARE	18,266	2,600	0	0	3,600	(1,000)	0.0%
6400 EQUIPMENT	174,144	285,360	6,716	80,883	6,765	197,712	30.7%
TOTAL CAPITAL OUTLAY :	<u>\$192,410</u>	<u>\$287,960</u>	<u>\$6,716</u>	<u>\$80,883</u>	<u>\$10,365</u>	<u>\$196,712</u>	<u>31.7%</u>
TRANSFERS							
7300 INTERFUND TRANSFER OUT	589,703	565,356	46,870	469,101	0	96,255	83.0%
7500 STUDENT FINANCIAL AID PYMT	17,505	39,922	(733)	7,605	0	32,317	19.0%
7600 OTHER PYMTS TO STUDENTS	127,015	199,404	7,524	78,606	27	120,771	39.4%
TOTAL TRANSFERS :	<u>\$734,223</u>	<u>\$804,682</u>	<u>\$53,661</u>	<u>\$555,312</u>	<u>\$27</u>	<u>\$249,343</u>	<u>69.0%</u>
TOTAL EXPENSE & TRANSFERS :	<u>5,143,960</u>	<u>5,723,154</u>	<u>403,880</u>	<u>4,107,342</u>	<u>158,375</u>	<u>1,457,437</u>	<u>74.5%</u>
REVENUE OVER EXPENSE :	<u>(\$224,496)</u>	<u>\$0</u>	<u>\$387,848</u>	<u>(\$78,908)</u>	<u>(\$158,375)</u>	<u>\$237,283</u>	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Unrestricted
 Monterey Peninsula College
 April 30, 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%
8800 LOCAL	72,745	279,598	10,568	57,365	0	222,233	20.5%
8900 OTHER	466,158	280,978	40,000	380,978	0	(100,000)	135.6%
TOTAL REVENUE:	538,557	560,576	50,568	438,343	0	\$122,233	78.2%
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	93,342	0	4,533	95.4%
2200 INSTRUCTIONAL AIDES	121,952	155,155	14,625	118,136	0	37,019	76.1%
2300 NON INSTRUCTIONAL TEMP	8,641	10,329	0	593	0	9,736	0.0%
2400 HOURLY INSTRUCTIONAL	58,457	71,465	5,901	48,919	0	22,546	68.5%
TOTAL CLASSIFIED:	\$301,262	\$334,824	\$29,842	\$260,990	\$0	\$73,834	77.9%
3XXX TOTAL FRINGE BENEFITS :	\$72,054	\$84,230	\$7,547	\$67,303	\$0	\$16,927	79.9%
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	116,269	0	23,490	83.2%
TOTAL TRANSFERS:	\$141,713	\$139,759	\$11,627	\$116,269	\$0	\$23,490	83.2%
TOTAL EXPENSE & TRANSFER:	\$515,689	\$560,576	\$49,016	\$444,562	\$0	\$116,014	79.3%
REVENUE OVER EXPENSE :	\$23,168	\$0	\$1,552	(\$6,219)	\$0	\$6,219	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Restricted
 Monterey Peninsula College
 April 30, 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							
8100 FEDERAL	71,440	33,523	467	62,584	0	(29,061)	186.7%
8690 STATE	234,756	214,190	10,241	122,656	0	91,534	57.3%
TOTAL REVENUE:	\$306,196	\$247,713	\$10,708	\$185,240	\$0	\$62,473	74.8%
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	100,594	0	17,298	85.3%
2300 HOURLY NON INSTRUCTIONAL	2,118	5,801	818	8,409	0	(2,608)	0.0%
2400 HOURLY INSTRUCTIONAL	4,000	0	0	8,525	0	(8,525)	0.0%
TOTAL CLASSIFIED:	\$129,580	\$116,808	\$12,262	\$117,528	\$0	(\$720)	100.6%
3XXX TOTAL FRINGE BENEFITS :	\$36,438	\$33,858	\$3,504	\$32,932	\$0	\$926	97.3%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	2,828	0	0	0	0	0	0.0%
4500 OTHER SUPPLIES	2,906	5,625	99	2,165	642	2,818	38.5%
4700 FOOD	19,182	16,400	506	11,989	7,811	(3,400)	73.1%
TOTAL SUPPLIES & OTHER:	\$24,916	\$22,025	\$605	\$14,154	\$8,453	(\$582)	64.3%
OTHER							
5400 INSURANCE	0	0	0	0	0	0	0.0%
5600 RENTS & LEASES	0	900	0	0	0	900	0.0%
5800 OTHER SERVICES	510	0	0	0	0	0	0.0%
TOTAL OTHER :	\$510	\$900	\$0	\$0	\$0	\$900	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	57,545	0	11,509	83.3%
TOTAL TRANSFERS:	\$72,715	\$69,054	\$5,755	\$57,545	\$0	\$11,509	83.3%
TOTAL EXPENSE & TRANSFER:	\$266,684	\$247,713	\$22,126	\$224,024	\$8,453	\$15,236	93.8%
REVENUE OVER EXPENSE :	\$39,512	\$0	(\$11,418)	(\$38,784)	(\$8,453)	\$47,237	

*** BOARD REPORT ***

COLLEGE CENTER FUND

Fund 47

Monterey Peninsula College

April 30, 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	12,574	144,349		130,851	52.5%	
8860 INTEREST	56	0	0	503		(503)	N/A	
TOTAL REVENUE :	\$257,677	\$275,200	\$12,574	\$144,853		\$130,347	52.6%	
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	17,196	0	3,438	83.3%	
2300 HOURLY NON INSTRUCTIONAL	56	0	0	0	0	0	N/A	
TOTAL CLASSIFIED :	\$19,543	\$20,634	\$1,735	\$17,196	\$0	\$3,438	83.3%	
3XXX TOTAL FRINGE BENEFITS :	\$5,766	\$6,228	\$524	\$5,190	\$0	\$1,038	83.3%	
SUPPLIES & OTHER								
4500 OTHER SUPPLIES	(12)	1,150	0	(3,089)	205	4,035	-250.8%	
TOTAL SUPPLIES & OTHER :	(\$12)	\$1,150	\$0	(\$3,089)	\$205	\$4,035	-250.8%	
OTHER								
5100 CONTRACT SERVICES	0	0	0	0	0	0	0.0%	
5200 TRAVEL	125	1,500	0	225	0	1,275	15.0%	
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	5,154	73,279	24,076	53,408	64.6%	
5600 RENTS & LEASES	3,278	10,020	0	4,326	360	5,334	46.8%	
5800 OTHER SERVICES	5,000	5,000	0	5,000	0	0	100.0%	
TOTAL OTHER :	\$135,382	\$184,903	\$5,154	\$100,375	\$24,436	\$60,092	67.5%	
CAPITAL OUTLAY								
6400 EQUIPMENT	5,650	3,000	0	3,875	0	(875)	129.2%	
TOTAL CAPITAL OUTLAY :	\$5,650	\$3,000	\$0	\$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	0	8,249	0	21,090	28.1%	
TOTAL TRANSFERS :	\$31,690	\$48,314	\$0	\$27,224	\$0	\$21,090	56.3%	
TOTAL EXPENSE & TRANSFERS :	\$198,018	\$264,229	\$7,412	\$150,770	\$24,641	\$88,818	66.4%	
REVENUE OVER EXPENSE :	\$59,659	\$10,971	\$5,162	(\$5,918)	(\$24,641)	\$41,529		

*** BOARD REPORT ***
 Parking Fund
 Fund 39
 Monterey Peninsula College
 April 30, 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	50,384	598,889	0	(129,889)	127.7%
TOTAL REVENUE:	\$676,162	\$469,000	\$50,384	\$598,889	\$0	(\$129,889)	127.7%
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	12,112	133,853	0	23,913	84.8%
2300 HOURLY NON INSTRUCTIONAL	9,610	52,513	4,662	31,104	0	21,409	59.2%
TOTAL CLASSIFIED :	\$155,374	\$210,279	\$16,774	\$164,957	\$0	\$45,322	78.4%
3XXX TOTAL FRINGE BENEFITS :	\$42,926	\$58,623	\$4,606	\$46,443	\$0	\$12,180	79.2%
SUPPLIES & OTHER							
4500 OTHER SUPPLIES :	\$9,366	11,400	2,092	6,828	536	4,036	59.9%
TOTAL SUPPLIES & OTHER:	\$9,366	\$11,400	\$2,092	\$6,828	\$536	\$4,036	59.9%
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	4,300	223	2,313	544	1,443	0.0%
5600 RENTS & LEASES	17,380	31,927	300	7,717	0	24,210	24.2%
TOTAL OTHER:	\$65,725	\$36,227	\$523	\$10,030	\$544	\$25,653	27.7%
CAPITAL OUTLAY							
6400 EQUIPMENT	1,284	38,957	0	32,236	876	5,845	82.7%
TOTAL CAPITAL OUTLAY:	\$1,284	\$38,957	\$0	\$32,236	\$876	\$5,845	82.7%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	97,335	108,972	7,856	78,560	0	30,412	72.1%
TOTAL TRANSFERS:	\$97,335	\$108,972	\$7,856	\$78,560	\$0	\$30,412	72.1%
TOTAL EXPENSE & TRANSFER:	\$372,010	\$464,458	\$31,851	\$339,054	\$1,956	\$123,448	73.4%
REVENUE OVER EXPENSE :	\$304,152	\$4,542	\$18,533	\$259,835	(\$1,956)	(\$253,337)	

*** BOARD REPORT ***

Self Insurance Fund
Fund 35
Monterey Peninsula College

April 30, 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	1,781	311,413		209,352	59.8%
8860 INTEREST	6,371	0	0	40,646		(40,646)	N/A
8900 INTERFUND TRANSFER IN	6,711,957	6,365,900	72,108	4,843,116		1,522,784	76.1%
TOTAL REVENUE :	\$7,352,756	\$6,886,665	\$73,889	\$5,195,175		\$1,691,490	75.4%
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	\$56,444	\$4,678,830	\$4,500	\$2,143,386	68.6%
4500 NON-INSTRUCTIONAL SUPPLIES	\$2,196	\$0	\$0	\$0	\$0	\$0	N/A
OTHER							
5100 CONTRACTED SERVICES	4,757	0	2,917	52,834	51,211	(104,045)	N/A
5800 OTHER SERVICES	0	0	0	0	0	0	N/A
TOTAL OTHER :	\$4,757	\$0	\$2,917	\$52,834	\$51,211	(\$104,045)	N/A
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	0	650,908	590,959	590,959	0	59,949	N/A
TOTAL EXPENSE :	\$6,227,716	\$7,477,624	\$650,320	\$5,322,623	\$55,711	\$2,039,341	71.9%
REVENUE OVER EXPENSE :	\$1,125,040	(\$590,959)	(\$576,431)	(\$127,449)	(\$55,711)	(\$347,850)	

*** BOARD REPORT ***

Capital Projects Fund
Fund 14
Monterey Peninsula College

April 30, 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	-170	3,108,000	0	0	0	3,108,000	0.0%
8800 COUNTY / LOCAL	156,505	65,910	11,522	163,422	0	(97,512)	247.9%
8900 INTERFUND TRANSFER IN		70,874	0	70,874	0	0	100.0%
TOTAL REVENUE :	\$156,335	\$3,244,784	11,522	234,295		\$3,010,488	7.2%
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	19,669	829	6,947	5,343	7,378	35.3%
4500 NON-INSTRUCTIONAL SUPPLIES	51,391	26,628	242	35,318	1,914	(10,603)	132.6%
TOTAL OTHER :	\$64,815	\$46,297	\$1,071	\$42,265	\$7,257	(\$3,226)	107.0%
OTHER							
5100 CONTRACTED SERVICES	4,140	63,803	0	600	0	63,203	0.9%
5300 DUES AND MEMBERSHIPS	0	0	0	1,250	0	(1,250)	0.0%
5400 INSURANCE	51,205	51,205	0	51,205	0	0	100.0%
5600 RENTS, LEASES, REPAIRS	24,507	11,200	0	52,107	7,379	(48,286)	465.2%
5700 LEGAL, ELECTION, AND AUDIT	0	6,327	0	0	0	6,327	0.0%
TOTAL OTHER :	\$79,852	\$132,535	\$0	\$105,162	\$7,379	\$19,994	84.9%
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	46,560	38,748	18,650	27,992	45.4%
TOTAL CAPITAL OUTLAY :	\$224,650	\$3,251,081	\$46,560	\$38,748	\$18,650	\$3,193,683	1.8%
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	50,000	513,323	513,323	513,323	0	0	N/A
TOTAL EXPENSE :	\$419,317	\$3,943,236	\$560,954	\$699,498	\$33,287	\$3,210,451	18.6%
REVENUE OVER EXPENSE :	\$262,982	\$698,452	(\$549,432)	(\$465,203)	\$33,287	\$3,444,746	

BUILDING				
Building Fund				
Fund 48				
Monterey Peninsula College				
April 30, 2012				
	REVISED			2011-12
BOND PROJECTS	PROJECT	PURCHASE		BUDGET
	BUDGET	ORDER	2011-2012	BALANCE
		OUTSTANDING	PAYMENTS	BUDGET-PO'S-PYMT
1. Arts Complex	\$0	299,200	108,300	-\$407,500
2. Furniture & Equipment	\$1,384,614	66,087	461,126	\$857,401
3. Humanities, Bus Hum - Student Services Build	\$2,569,000	2,831,665	2,147,433	-\$2,410,098
4. Infrastructure 3 / Miscellaneous	\$2,315,700	247,311	1,002,038	\$1,066,351
5. Life Science & Physical Science	\$7,040,730	6,206,907	2,528,544	-\$1,694,721
6. Marina Education Center	\$4,534,109	149,730	670,868	\$3,713,511
7. PE Phase II - Gym/Locker Room	\$2,415,410	2,841,721	633,291	-\$1,059,602
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	219,194	426,352	-\$145,546
12. Swing Space	\$397,325	99,577	821,818	-\$524,070
13. Theater Building	\$8,128,485	5,904,601	2,779,430	-\$555,546
14. General Institutional Bond Management	\$0	155,955	272,485	-\$428,440
Total Bond Projects:	\$39,371,502	\$19,044,983	\$11,875,933	\$8,858,086
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		(\$11,875,933)		
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		(\$11,875,933)		
Available Bond Funds		\$30,777,784		

*** BOARD REPORT ***

Other Debt Service Fund Fund 29 Monterey Peninsula College

April 30, 2012

OBJECT CLASSIFICATION	2010-2011 ACTUAL	2011-12				UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE		
REVENUES							
8600 STATE	0	0	0	0	0	0	N/A
8860 LOCAL/COUNTY	761	0	0	1,469	(1,469)	(1,469)	N/A
8900 INTERFUND TRANSFER IN	<u>239,783</u>	<u>275,324</u>	<u>0</u>	<u>275,324</u>	<u>0</u>	<u>0</u>	100.5%
TOTAL REVENUE :	<u>\$240,544</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$276,793</u>	<u>\$0</u>	<u>(\$1,469)</u>	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	<u>239,783</u>	<u>275,324</u>	<u>68,831</u>	<u>275,324</u>	<u>0</u>	<u>0</u>	100.0%
TOTAL CAPITAL OUTLAY :	<u>\$239,783</u>	<u>\$275,324</u>	<u>\$68,831</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$0</u>	100.0%
TOTAL EXPENSE :	<u>\$239,783</u>	<u>\$275,324</u>	<u>\$68,831</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$0</u>	100.0%
REVENUE OVER EXPENSE :	<u>\$761</u>	<u>\$0</u>	<u>(\$68,831)</u>	<u>\$1,469</u>	<u>\$0</u>	<u>(\$1,469)</u>	

*** BOARD REPORT ***

College Revenue Bond Interest & Redemption

Fund 46

Monterey Peninsula College

April 30, 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>0</u>	<u>130</u>		<u>(130)</u>	N/A
TOTAL REVENUE :	<u>\$19,493</u>	<u>\$18,975</u>	<u>\$0</u>	<u>\$19,132</u>		<u>(157)</u>	100.8%
DEBT RETIREMENT							
7100 DEBT RETIREMENT	19,425	18,975	1,875	18,975	0	0	100.0%
TOTAL DEBT RETIREMENT :	<u>\$19,425</u>	<u>\$18,975</u>	<u>\$1,875</u>	<u>\$18,975</u>	<u>\$0</u>	<u>\$0</u>	100.0%
TOTAL EXPENSE :	<u>\$19,425</u>	<u>\$18,975</u>	<u>\$1,875</u>	<u>\$18,975</u>	<u>\$0</u>	<u>\$0</u>	100.0%
REVENUE OVER EXPENSE :	<u>\$68</u>	<u>\$0</u>	<u>(\$1,875)</u>	<u>\$157</u>	<u>\$0</u>	<u>(\$157)</u>	

*** BOARD REPORT ***

Associated Student Fund
Monterey Peninsula Colleg

OBJECT CLASSIFICATION		2010-11	FORECAST	REVISED	CURRENT MTH	2011-12	BALANCE DUE	PERCENT	
		PRIOR YEAR ACTUAL	BUDGET	BUDGET	REVENUE	Y-T-D REVENUE			
REVENUES									
8000	BEGINNING BALANCE	0	12,000	9,000	0	0	9,000	0.0%	
8001	ASMPCC CARD SALES	70,492	63,920	50,000	4,170	52,218	-2,218	104.4%	
8005	CAFETERIA/D & L VENDING	6,061	5,000	2,119	2,042	6,238	-4,119	294.4%	
8006	INTEREST	187	180	155	14	130	25	84.1%	
8010	MISCELLANEOUS	0	0	0	0	0	0	0.0%	
8011	STUDENT REPRESENTATIVE FEES	13,939	13,000	11,000	375	6,425	4,575	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	13,000	1,260	12,187	813	0.0%	
4999	OTHER INCOME		0		0	0	0	0.0%	
	TOTAL REVENUE:	\$118,579	\$122,000	\$90,274	7,862	82,198	\$8,076	91.1%	
EXPENSES									
#4000 ASMPCC COUNCIL									
	ASMPCC COMMUNITY OUTREACH FUND	3,900	2,100	500	0	500	0.00	100.0%	
	ASMPCC GENERAL FUND	45,239	15,500	1,000	-35	808	192	80.8%	
	ASMPCC OFFICE SUPPLIES FUND	735	2,000	8,200	601	9,821	-1,621	0.0%	
	ASMPCC PROMOTIONS FUND	1,639	800	0	0	0	0	#DIV/0!	
	ASMPCC STIPEND FUND	13,850	15,000	12,700	0	6,190	6,510	48.7%	
	ASMPCC STUDENT BENEFITS FUND	8,262	22,640	17,700	3,490	18,416	-716	104.0%	
#4007 STUDENT REP. COUNCIL									
	SRC STIPEND FUND	3,880	4,500	3,000	374	1,374	1,626	45.8%	
	SRC GENERAL FUND	0	4,000	3,209	0	0	3,209	0.0%	
#4104 INTER CLUB COUNCIL-ICC									
	***ICC CLUB ACTIVITY FUND	9,266	3,500	5,940	826	4,847			
	ICC COMMUNITY ACTIVITY FUND	6,585	3,500	10,395	495	3,205	7,190	0.0%	
	ICC EQUIPMENT FUND	1,151	2,000	990	186	587	403	0.0%	
	ICC CLUB EQUIPMENT FUND	2,333	2,500	1,980	0	997	983	0.0%	
	ICC SEED MONEY	6,030	6,000	5,940	566	3,577	2,363	0.0%	
	ICC START UP FUNDS (\$50.00)	3,000	2,000	990	0	-1,816	0	0.0%	
	ICC STIPENDS	800	1,600	0	0	0			
#4010 ACTIVITIES COUNCIL									
	AC ACTIVITIES FUND	18,850	14,360	0	0	3,144			
	AC GENERAL FUND	1,768	16,000	15,840	1,120	0	15,840	0.0%	
	AC PROMOTIONAL ITEM FUND	697	1,600	450	866	1,166	-716	259.2%	
	AC STIPENDS	1,720	2,400	1,440	0	720	720	50.0%	
6560 BANK SERVICES									
	BANK CHARGES	102		0	0	9			
	TOTAL EXPENSES:	\$129,807	\$122,000	\$90,274	8,489	53,545	\$35,982	59.3%	
	REVENUE OVER EXPENSE:	\$11,229	\$0	\$0	\$627	\$82,189	\$27,906		
			BEGINNING BALANCE WITH Y-T-D REVENUE				21,822		
			INCOME TO DATE				82,198		
			EXPENSE TO DATE				(53,545)		
			EST. ENDING BALANCE				50,475		

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 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 March 31, 2012

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 March 31, 2012, was 0.43%. Approximately 93.5% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities and other liquid funds. The remaining 6.47% 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 March 31, 2012.

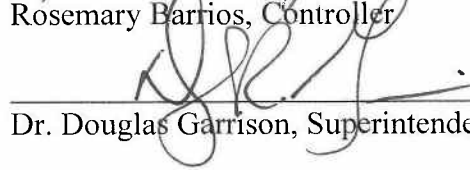
Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Rosemary Barrios, Controller

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

Before the Board of Supervisors in and for the
County of Monterey, State of California

Receive and Accept the Treasurer's Report of)
Investments for the quarter ending March 31,)
2012.....)

Upon motion of Supervisor Armenta seconded by Supervisor Salinas, and carried by those members present, the Board hereby;

Received and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012.

PASSED AND ADOPTED on this 1st day of May, 2012, by the following vote, to-wit:

- AYES: Supervisors Armenta, Salinas, Potter and Parker
- NOES: None
- ABSENT: Supervisor Calcagno

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on May 1, 2012.

Dated: May 3, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

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Board Report

File Number: 12-148

Introduced: 4/10/2012

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda

Receive and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the quarter ending March 31, 2012.

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 January - March period.

Exhibit B describes the investment portfolio position by investment type as of March 31, 2012.

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 January to March quarter Treasury bond yields were up slightly in the 0 - 5 year term. The increase was due to Greece completing the largest ever sovereign debt restructuring, as well as positive economic data in the U.S. The net effect was a move to investment in equity markets, causing bond yields to increase despite the Fed's assurances that they will continue to keep the Fed Funds Rate at or below 0.25 percent.

On March 31, 2012 the Monterey County investment portfolio contained an amortized cost basis of \$1,017,030,070 spread among 78 separate securities and funds. The par value of those funds was \$1,015,118,603, with a market value of \$1,017,633,053 or 100.06% of amortized book value. The portfolio's net earned income yield for the period was 0.43%. The portfolio produced estimated income of \$1,120,246 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 307 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

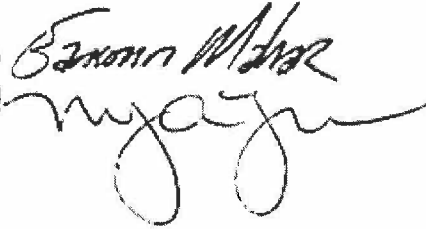
web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by GC 53607.

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, x5490

Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5474.



Attachments:

Exhibit A - Investment Portfolio Review - 3.31.12

Exhibit B - Portfolio Management Report - 3.31.12

Exhibit C - Monterey County Historical Yields vs. Benchmarks

Exhibit D - Aging Report - 4.01.12

Exhibit E - Overnight (Liquid) Asset Distribution

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Exhibit A

Investment Portfolio Review Quarter Ending March 31, 2012

OVERVIEW – January 1 – March 31, 2012

During the January to March quarter Treasury bond yields were up slightly in the 0 – 5 year term. The increase was due to Greece completing the largest ever sovereign debt restructuring, as well as positive economic data in the U.S. The net effect was a move to investment in equity markets, causing bond yields to increase despite the Fed's assurances that they will continue to keep the Fed Funds Rate at or below 0.25 percent.

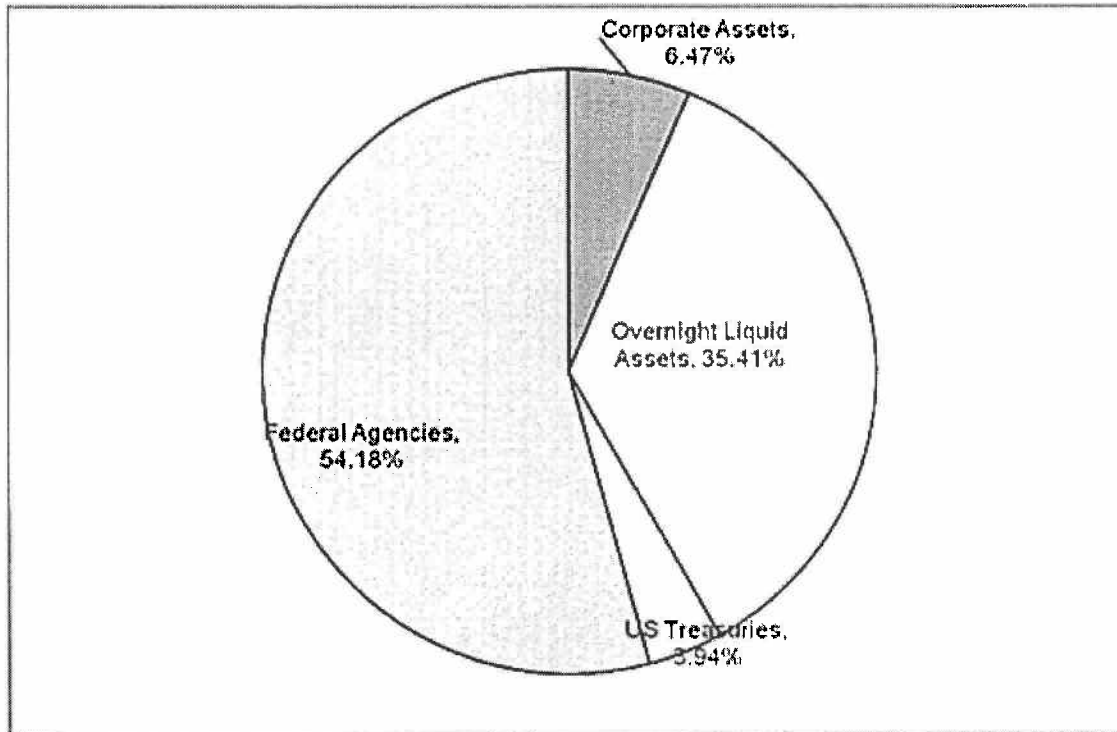
The County Treasury was able to outperform all of the portfolio benchmarks due to a consistent investment strategy that ladders short term debt to provide liquidity, while also taking advantage of higher rates by buying small amounts of longer term corporate and callable debt structures. The following 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 uncertain world market. These issues have continued to keep yields low on Treasury bonds from January through March.

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 93.5% 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 (6.47%) 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 January to March quarter. The portfolio's average weighted maturity was 307 days, and a large percentage (35.41%) of assets was held in immediately available funds.

PORTFOLIO CHARACTERISTICS

	<u>December 31, 2012</u>	<u>March 31, 2012</u>
Total Assets	\$1,073,218,806	\$1,017,030,070
Market Value	\$1,073,644,404	\$1,017,633,053
Days to Maturity	373	307
Yield	0.51%	0.43%
Estimated Earnings	\$1,295,745	\$1,120,246

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's last year and the continued uncertainty in global markets; investors continue to prefer the safety of U.S. debt to other investment options.

There has been recent positive economic news in the U.S., as well as a reduction in the amount of negative news about European markets. Although it would appear that the economy is improving, there are still strong headwinds facing our economic recovery. Many economists agree that the recent reduction in unemployment figures, coupled with low job creation figures are an indicator that more people have stopped looking for work, rather than an indicator that things have improved substantially. The U.S. and European economies still have several years of modest improvement ahead of them before it will be safe to assume that our economies are healthy and robust again. The stabilization of the U.S. economy over the past year has continued to ensure that our debt products are likely to remain a safe haven for investors for the foreseeable future, which is good for our overall economic outlook, but ensures continued low rates.

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
March 31, 2012

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			11,423,017.30	11,423,017.30	11,423,017.30	0.176			1	
SYS11601	11601	CalTrust			0.00	0.00	0.00	0.071	Aaa	AAA	1	
SYS11601	11601	CalTrust		10/20/2011	50,000,000.00	50,000,000.00	50,000,000.00	0.422	Aaa	AAA	1	
SYS11630	11630	Federated		01/25/2012	48,800,000.00	48,800,000.00	48,800,000.00	0.202	Aaa	AAA	1	
SYS11578	11578	Fidelity Investments			64,994,314.33	64,994,314.33	64,994,314.33	0.198	Aaa	AAA	1	
Subtotal and Average			163,617,139.12		175,217,331.63	175,217,331.63	175,217,331.63				1	
State Pool-GC 53601(p)												
SYS11361	11361	LAIF			50,000,000.00	50,000,000.00	50,000,000.00	0.350			1	
SYS11422	11422	LAIF			29,812,000.00	29,812,000.00	29,812,000.00	0.350			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			98,700,000.00	98,700,000.00	98,700,000.00	0.261		AAA	1	
SYS11457	11457	Calif. Asset Mgmt			3,328,344.36	3,328,344.36	3,328,344.36	0.261		AAA	1	
SYS11526	11526	Calif. Asset Mgmt			3,060,927.49	3,060,927.49	3,060,927.49	0.261		AAA	1	
Subtotal and Average			105,629,930.66		105,089,271.85	105,089,271.85	105,089,271.85				1	
Negotiable CDs - GC 53601 (i)												
76009JVK8	11765	REC Capital Markets		04/25/2011	10,000,000.00	10,161,600.00	10,127,330.59	2.250	Aa	AA	348	03/15/2013
Subtotal and Average			10,143,739.09		10,000,000.00	10,161,600.00	10,127,330.59				348	
Medium Term Notes - GC 53601(k)												
36962G4H1	11701	General Electric		08/11/2010	10,000,000.00	9,975,000.00	10,000,000.00	1.260	Aa	AA	1,227	05/11/2015
36962G4X9	11738	General Electric		01/07/2011	5,000,000.00	5,112,500.00	5,007,743.89	2.100	Aa	AA	645	01/07/2014
36962G4X9	11749	General Electric		03/09/2011	5,000,000.00	5,112,500.00	5,008,496.66	2.100	Aa	AA	645	01/07/2014
36962G4H4	11750	General Electric		03/09/2011	5,000,000.00	5,097,500.00	5,055,357.97	2.800	Aa	AA	252	01/09/2013
36962G4G6	11786	General Electric		08/24/2011	10,000,000.00	10,625,000.00	10,493,855.60	3.750	Aa	AA	957	11/14/2014
89233P6S1	11839	Toyota Motor Corporation		02/29/2012	5,000,000.00	5,087,500.00	5,107,648.40	2.050	Aa	AA	1,747	01/12/2017
89233P5Z5	11840	Toyota Motor Corporation		02/29/2012	5,000,000.00	5,000,000.00	5,017,703.18	1.000	Aa	AA	1,052	02/17/2015
Subtotal and Average			39,159,631.19		45,000,000.00	48,000,000.00	45,690,805.70				972	
Commercial Paper Disc.- GC 53601(h)												
90626MEB9	11785	Union Bank of Calif		05/16/2011	10,000,000.00	9,996,850.00	9,996,666.67	0.300	P-1	A-1	40	05/11/2012
Subtotal and Average			9,992,916.67		10,000,000.00	9,996,850.00	9,996,666.67				40	

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Exhibit B

Monterey County
Portfolio Management
Portfolio Details - Investments
March 31, 2012

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)												
31331KHL7	11763	Federal Farm Credit Bank		04/15/2011	10,000,000.00	10,061,600.00	10,006,142.50	0.550	Aaa	AA	379	04/15/2013
31331KX70	11827	Federal Farm Credit Bank		01/12/2012	10,000,000.00	9,993,500.00	10,002,220.93	0.180	Aaa	AA	248	12/05/2012
313372ND0	11766	Federal Home Loan Bank		04/27/2011	10,000,000.00	10,000,700.00	10,000,112.81	0.250	Aaa	AA	25	04/26/2012
3133XQUJ4	11767	Federal Home Loan Bank		04/28/2011	10,000,000.00	10,387,400.00	10,329,262.06	3.625	Aaa	AA	423	05/29/2013
3133XYHD0	11758	Federal Home Loan Bank		04/26/2011	10,000,000.00	10,160,800.00	10,096,972.78	1.625	Aaa	AA	439	06/14/2013
3133XTAW8	11769	Federal Home Loan Bank		04/29/2011	10,000,000.00	10,005,400.00	10,006,709.14	2.250	Aaa	AA	12	04/13/2012
3133XXPV3	11783	Federal Home Loan Bank		08/02/2011	10,000,000.00	10,012,400.00	10,011,766.43	1.125	Aaa	AA	47	05/18/2012
313375C62	11788	Federal Home Loan Bank		09/26/2011	10,000,000.00	9,999,800.00	9,999,852.20	0.130	Aaa	AA	44	05/15/2012
3133756N2	11789	Federal Home Loan Bank		08/30/2011	10,000,000.00	10,000,800.00	10,000,927.72	0.220	Aaa	AA	43	05/14/2012
313375KR7	11794	Federal Home Loan Bank		09/14/2011	10,000,000.00	10,000,000.00	10,000,000.00	0.150	Aaa	AA	67	09/07/2012
313375C96	11795	Federal Home Loan Bank		09/19/2011	10,000,000.00	9,999,800.00	10,000,171.75	0.140	Aaa	AA	78	05/18/2012
313374YB0	11796	Federal Home Loan Bank		09/28/2011	10,000,000.00	10,003,100.00	10,002,778.99	0.250	Aaa	AA	115	07/25/2012
313374SV3	11798	Federal Home Loan Bank		09/30/2011	10,000,000.00	10,003,300.00	10,002,811.53	0.250	Aaa	AA	120	07/30/2012
313374KZ2	11800	Federal Home Loan Bank		10/14/2011	10,000,000.00	10,002,900.00	10,002,848.90	0.250	Aaa	AA	106	07/16/2012
313375EA1	11804	Federal Home Loan Bank		10/21/2011	10,000,000.00	10,002,700.00	10,002,843.42	0.220	Aaa	AA	143	09/22/2012
313375J40	11805	Federal Home Loan Bank		10/24/2011	10,000,000.00	10,003,200.00	10,002,954.51	0.230	Aaa	AA	149	09/28/2012
3133XUE41	11807	Federal Home Loan Bank		10/25/2011	10,000,000.00	10,062,200.00	10,062,301.11	1.750	Aaa	AA	143	09/22/2012
313376BY0	11810	Federal Home Loan Bank		11/17/2011	10,000,000.00	9,999,400.00	10,000,338.90	0.140	Aaa	AA	159	09/07/2012
313376BE4	11811	Federal Home Loan Bank		11/17/2011	10,000,000.00	9,999,400.00	10,000,347.30	0.140	Aaa	AA	162	09/10/2012
313376AH8	11815	Federal Home Loan Bank		12/01/2011	10,000,000.00	9,996,000.00	9,998,425.93	0.125	Aaa	AA	207	10/25/2012
313376CU7	11816	Federal Home Loan Bank		12/01/2011	10,000,000.00	9,999,500.00	10,000,671.43	0.150	Aaa	AA	191	10/09/2012
313375ZX8	11819	Federal Home Loan Bank		12/07/2011	10,000,000.00	9,997,100.00	9,999,051.61	0.125	Aaa	AA	199	10/17/2012
313376GR0	11823	Federal Home Loan Bank		01/04/2012	10,000,000.00	10,000,000.00	10,002,457.04	0.200	Aaa	AA	241	11/28/2012
313376DS1	11824	Federal Home Loan Bank		01/04/2012	10,000,000.00	9,999,900.00	10,001,763.09	0.180	Aaa	AA	234	11/21/2012
313376EE1	11825	Federal Home Loan Bank		01/11/2012	10,000,000.00	10,000,200.00	10,003,975.19	0.200	Aaa	AA	232	11/19/2012
3133767C3	11826	Federal Home Loan Bank		01/11/2012	10,000,000.00	10,000,400.00	10,004,159.46	0.200	Aaa	AA	220	11/07/2012
3133XVNT4	11831	Federal Home Loan Bank		02/01/2012	10,000,000.00	10,104,500.00	10,114,294.57	1.750	Aaa	AA	257	12/14/2012
313376Y58	11832	Federal Home Loan Bank		02/01/2012	10,000,000.00	9,992,000.00	9,997,066.67	0.125	Aaa	AA	306	02/01/2013
313376LR4	11833	Federal Home Loan Bank		02/01/2012	10,000,000.00	9,999,700.00	10,005,596.15	0.200	Aaa	AA	256	12/13/2012
313376TY1	11834	Federal Home Loan Bank		02/15/2012	10,000,000.00	9,995,500.00	9,998,199.71	0.160	Aaa	AA	292	01/18/2013
313376RD9	11836	Federal Home Loan Bank		02/23/2012	10,000,000.00	9,997,400.00	10,001,350.41	0.180	Aaa	AA	283	01/05/2013
313376GF2	11841	Federal Home Loan Bank		02/28/2012	10,000,000.00	9,990,900.00	9,992,692.92	0.125	Aaa	AA	326	02/21/2013
313376ZL2	11842	Federal Home Loan Bank		02/28/2012	10,000,000.00	9,995,500.00	9,999,323.22	0.170	Aaa	AA	311	02/06/2013
313376NG6	11843	Federal Home Loan Bank		03/29/2012	10,000,000.00	9,998,000.00	10,000,899.30	0.150	Aaa	AA	288	01/14/2013
3137EACC1	11792	Federal Home Loan Mtg Corp		09/09/2011	10,000,000.00	10,082,600.00	10,032,391.09	1.750	Aaa	AA	75	06/15/2012
3137EACK3	11799	Federal Home Loan Mtg Corp		10/03/2011	10,000,000.00	10,009,600.00	10,031,051.70	1.125	Aaa	AA	117	07/27/2012

Portfolio INVT
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Exhibit B

Monterey County
Portfolio Management
Portfolio Details - Investments
March 31, 2012

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)												
3137EACE7	11813	Federal Home Loan Mtg Corp		11/29/2011	10,000,000.00	10,092,300.00	10,093,034.25	2.125	Aaa	AA	173	09/21/2012
3134G30Z0	11820	Federal Home Loan Mtg Corp		12/14/2011	10,000,000.00	9,911,600.00	10,000,000.00	1.250	Aaa	AA	1,535	06/14/2016
3137EACG2	11835	Federal Home Loan Mtg Corp		02/15/2012	10,000,000.00	10,089,200.00	10,091,122.22	1.375	Aaa	AA	263	01/09/2013
3134G3RV4	11838	Federal Home Loan Mtg Corp		03/21/2012	10,000,000.00	9,999,800.00	10,000,000.00	0.600	Aaa	AA	1,268	09/21/2015
31398AH54	11774	Federal National Mtg Assn		06/07/2011	10,000,000.00	10,000,500.00	10,000,689.89	1.000	Aaa	AA	3	04/04/2012
3136FRF99	11782	Federal National Mtg Assn		05/08/2011	10,000,000.00	10,023,800.00	10,000,000.00	1.020	Aaa	AA	859	03/08/2014
3136FR2L6	11791	Federal National Mtg Assn		09/20/2011	10,000,000.00	10,004,100.00	9,997,318.33	1.500	Aaa	AA	1,033	09/20/2016
31398AP71	11793	Federal National Mtg Assn		09/09/2011	10,000,000.00	10,024,400.00	10,024,217.00	1.250	Aaa	AA	82	06/22/2012
31358AYM8	11806	Federal National Mtg Assn		10/25/2011	10,000,000.00	10,056,800.00	10,057,547.58	1.750	Aaa	AA	131	09/10/2012
3136FTTD1	11814	Federal National Mtg Assn		12/21/2011	10,000,000.00	10,035,500.00	10,000,000.00	1.650	Aaa	AA	1,725	12/21/2016
31358A3ND	11817	Federal National Mtg Assn		12/01/2011	10,000,000.00	10,024,700.00	10,023,145.39	0.625	Aaa	AA	176	09/24/2012
31358A4T6	11818	Federal National Mtg Assn		12/01/2011	10,000,000.00	10,017,900.00	10,019,597.72	0.500	Aaa	AA	212	10/30/2012
3136FTUK3	11821	Federal National Mtg Assn		12/28/2011	10,000,000.00	10,049,600.00	10,014,817.71	1.625	Aaa	AA	1,732	12/28/2016
3136FTUH0	11822	Federal National Mtg Assn		12/28/2011	10,000,000.00	10,049,900.00	10,000,000.00	1.550	Aaa	AA	1,702	11/28/2016
31398A8F4	11828	Federal National Mtg Assn		01/12/2012	10,000,000.00	10,017,400.00	10,017,285.55	0.375	Aaa	AA	271	12/28/2012
3135GCHV8	11837	Federal National Mtg Assn		03/06/2012	10,000,000.00	9,990,200.00	9,970,416.67	1.200	Aaa	AA	1,800	03/06/2017
Subtotal and Average			502,785,314.07		520,000,000.00	521,219,700.00	521,023,352.38				394	
US Treasury Note-GC 53601(b)												
912828NN6	11771	U.S. Treasury		05/16/2011	10,000,000.00	10,093,000.00	10,049,670.12	1.000	Aaa	AA	470	07/15/2013
912828NB2	11772	U.S. Treasury		05/17/2011	10,000,000.00	10,006,600.00	10,006,530.15	1.000	Aaa	AA	29	04/30/2012
912828KK5	11773	U.S. Treasury		05/17/2011	10,000,000.00	10,004,300.00	10,004,564.67	1.375	Aaa	AA	14	04/15/2012
912828NX4	11812	U.S. Treasury		11/29/2011	10,000,000.00	10,010,500.00	10,012,545.96	0.375	Aaa	AA	182	09/30/2012
Subtotal and Average			65,276,890.01		40,000,000.00	40,114,400.00	40,073,310.90				174	
Federal Agency Stop Up-GC 53601(f)												
3136FTKE8	11808	Federal National Mtg Assn		11/17/2011	10,000,000.00	10,007,900.00	10,000,000.00	1.050	Aaa	AA	1,691	11/17/2016
3136FTQH5	11809	Federal National Mtg Assn		11/29/2011	10,000,000.00	10,006,600.00	10,000,000.00	0.750	Aaa	AA	1,703	11/29/2016
3136FTA66	11829	Federal National Mtg Assn		01/25/2012	10,000,000.00	10,007,400.00	10,000,000.00	1.000	Aaa	AA	1,760	01/25/2017
Subtotal and Average			44,385,369.90		30,000,000.00	30,021,900.00	30,000,000.00				1,718	

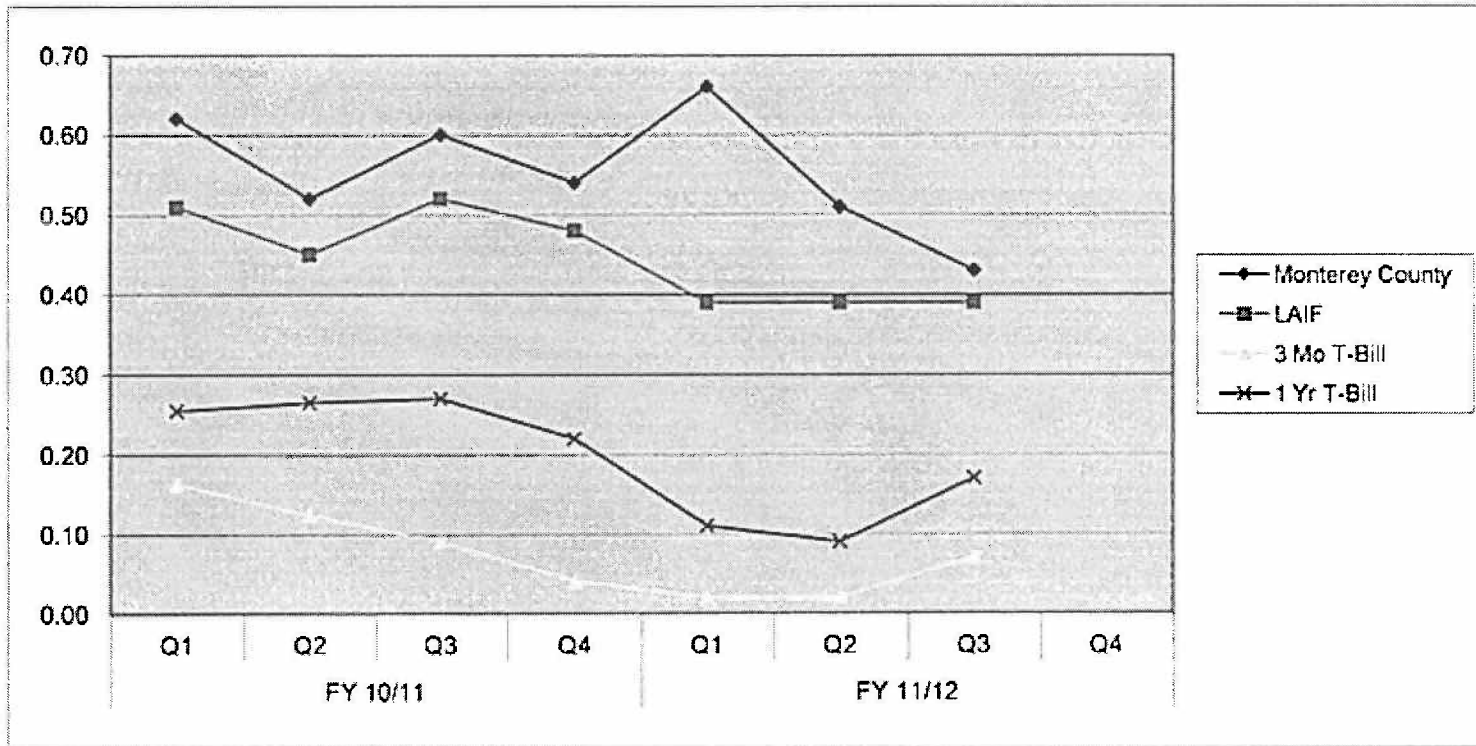
Exhibit B

Monterey County
 Portfolio Management
 Portfolio Details - Investments
 March 31, 2012

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			1,047,802,930.11		1,016,118,603.48	1,017,833,053.48	1,017,030,069.72				307

* Investment #11764 matured on 03/31/12 when markets were closed. The funds were not received until 04/02/12 and are not reflected in this report.

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	0.43	
LAIF	0.51	0.45	0.52	0.48	0.39	0.39	0.39	
3 Mo T-Bill	0.16	0.12	0.09	0.04	0.02	0.02	0.07	
1 Yr T-Bill	0.26	0.27	0.27	0.22	0.11	0.09	0.17	

- 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 April 1, 2012**

Monterey County
April Day Report

Aging Interval:	()			Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval: 0 days	(04/01/2012 . 04/01/2012)	10	Maturities	360,118,603.48	35.48	360,118,603.48	360,118,603.48
Aging Interval: 1 - 30 days	(04/02/2012 . 05/01/2012)	5	Maturities	50,000,000.00	4.93	50,018,604.66	50,018,500.00
Aging Interval: 31 - 90 days	(05/02/2012 . 06/30/2012)	8	Maturities	80,000,000.00	7.88	80,065,992.86	80,066,650.00
Aging Interval: 91 - 180 days	(07/01/2012 . 09/28/2012)	12	Maturities	120,000,000.00	11.82	120,282,103.58	120,279,800.00
Aging Interval: 181 - 365 days	(09/29/2012 . 04/01/2013)	22	Maturities	215,000,000.00	21.18	215,445,716.64	215,448,800.00
Aging Interval: 366 - 730 days	(04/02/2013 . 04/01/2014)	6	Maturities	50,000,000.00	4.93	50,497,288.61	50,927,800.00
Aging Interval: 731 - 1095 days	(04/02/2014 . 04/01/2015)	3	Maturities	25,000,000.00	2.46	25,511,556.78	25,648,800.00
Aging Interval: 1096 days and after	(04/02/2015 .)	12	Maturities	115,000,000.00	11.33	115,090,201.11	115,124,100.00
Total for 78 Investments					100.00	1,017,030,069.72	1,017,633,053.48

Investments within the Aging Period

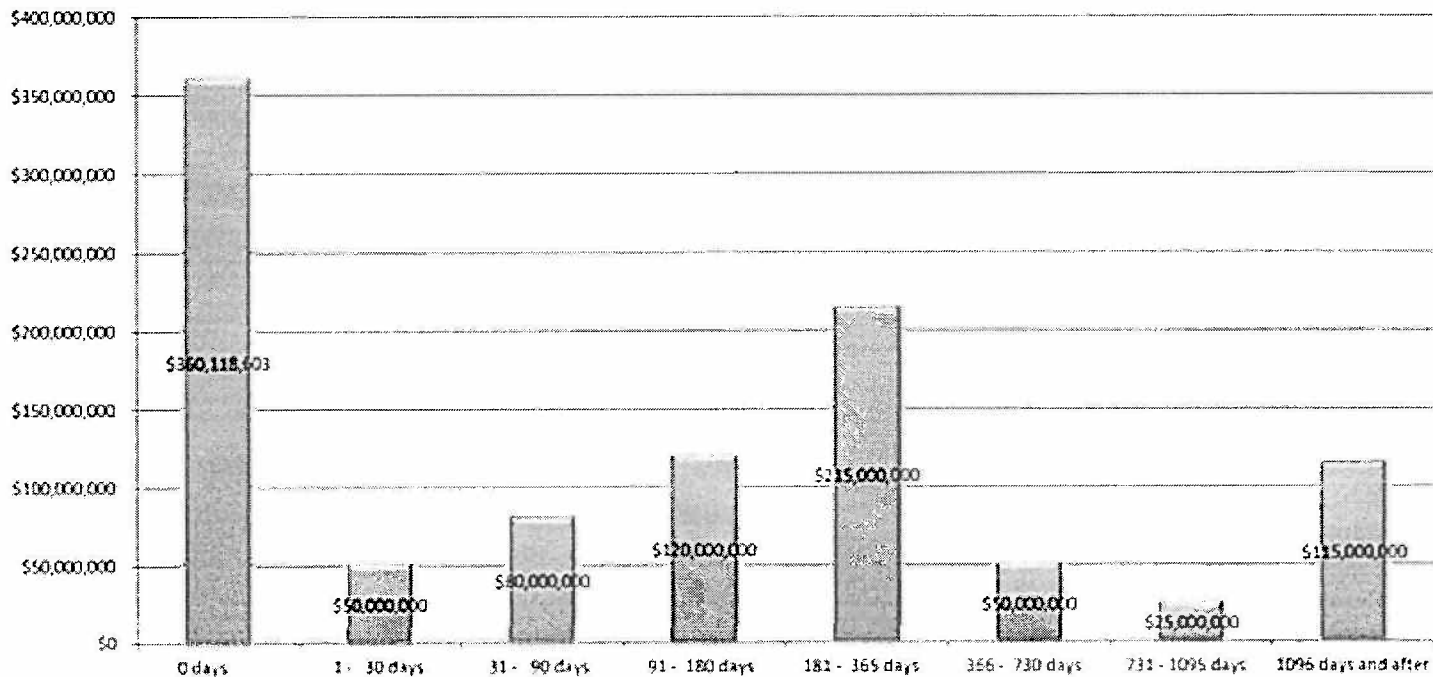
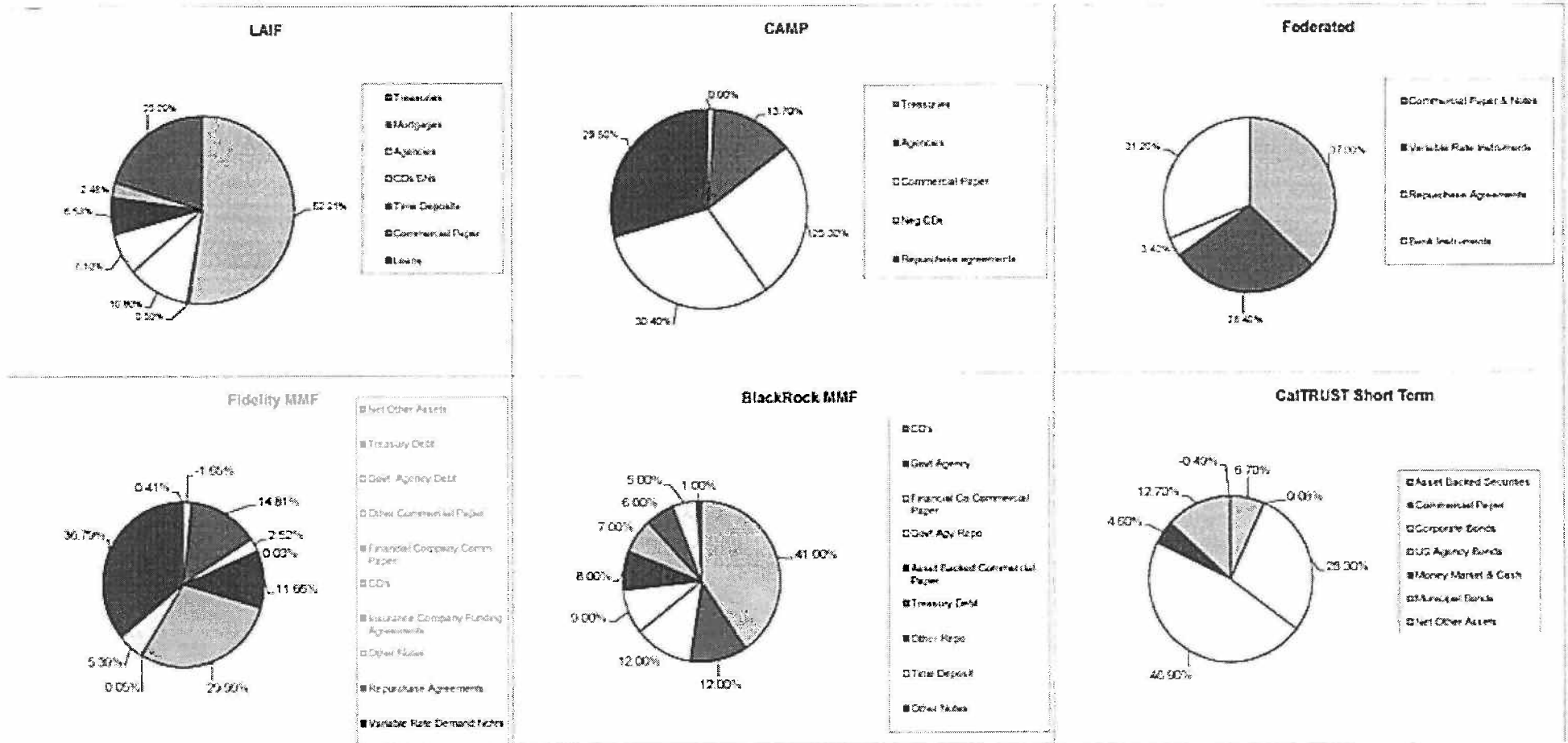


Exhibit E Overnight (Liquid) Asset Distribution



* Percent total may not equal 100 due to rounding

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

	LAIF	CAMP	Federated MMF	Fidelity MMF	BlackRock	CalTRUST Short-Term
Credit Rating	NR	AAAm	AAAm	AAAm	NR	NR
Fund Assets	\$64.8 Billion	\$2.1 Billion	48.95 Billion	53.2 Billion	9.5 Billion	606 Million
WAM	256 days	51 days	36 days	46 days	55 days	434 days
Percent of Portfolio Invested in Fund	7.87%	10.35%	4.81%	6.40%	1.13%	4.93%
Fund Quarterly Return	0.39%	0.24%	0.22%	0.19%	0.16%	0.50%

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. C

Human Resources
College Area

Proposal:

That the Governing Board amend the employment agreement between the Monterey Peninsula Community College District and Dr. Douglas R. Garrison, dated September 22, 2008.

Background:

The term of employment of the current agreement with Dr. Douglas Garrison ends July 31, 2012. It is recommended that the agreement be extended through August 30, 2012. All other terms of the employment agreement remain the same.


Fiscal Implications:

Included in budget.

RESOLUTION: BE IT RESOLVED, that the attached Contract Amendment #2 to the employment contract of Dr. Douglas Garrison dated September 22, 2008, which extends the term of employment to August 30, 2012, is approved.

Recommended By: Dr. Loren Steck, Chair, Board of Trustees

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval: Dr. Loren Steck, Chair, Board of Trustees

**EMPLOYMENT AGREEMENT BETWEEN DOUGLAS R. GARRISON AND THE
MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES**

Contract Amendment #2

May 23, 2012

This is an amendment to the Employment Agreement dated September 22, 2008 between the Board of Trustees of Monterey Peninsula Community College District (hereinafter "Board") and Douglas R. Garrison (hereinafter "Superintendent/President").

In consideration of their mutual promises herein contained, the parties hereto agree to the following changes:

1. TERM OF EMPLOYMENT

The Board hereby employs Douglas R. Garrison as Superintendent/President of the Monterey Peninsula Community College District for a period commencing August 1, 2008 and ending ~~July 31~~ August 30, 2012.

All other terms and conditions of the original Employment Agreement and Contract Amendment #1, dated July 26, 2011, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be executed on May 23, 2012.

Dr. Douglas R. Garrison _____

Dr. Loren Steck, Chair, Board of Trustees _____

Mr. Charles Brown, Vice Chair, Board of Trustees _____

Dr. Margaret-Anne Coppernoll, Trustee _____

Marilynn Gustafson, Trustee _____

Rick Johnson, Trustee _____

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. D

Human Resources
College Area

Proposal:

To 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.

Fiscal Implications:

None identified at this time.

- INFORMATION:** The Governing 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
Barbara Lee, Associate Dean of Human Resources

Prepared By: Barbara Lee
Barbara Lee, Associate Dean of Human Resources

Agenda Approval: Dr. Douglas Garrison
Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. E

Human Resources

Proposal:

That the Governing Board ratify the agreement with Professional Personnel Leasing, Incorporated (PPL, Inc.) to conduct the search for Superintendent/President.

Background:

The Governing Board, at its April 25, 2012 meeting, awarded the contract for administrative search services to PPL, Inc. At that time the Board also authorized the Vice President for Administrative Services to finalize the contract details and return the final contract to the Board for ratification. The agreement is effective May 1 and ends on December 31, 2012 or when the search is complete. The base fee is \$22,000 to be paid in monthly installments beginning in June. The District will provide reimbursement for necessary and reasonable expenses which will be agreed to in advance, but are not expected to exceed \$3,000. The principal PPL consultants assigned to this project are Carl Ehmann and Robert Griffin.

Budgetary Implications:

The base fee of \$22,000 and any additional expenses of \$3,000 or less will be paid from contingency funds.

Resolution: BE IT RESOLVED, that the Governing Board ratify the attached agreement with Professional Personnel Leasing, Incorporated (PPL, Inc.) to utilize the professional and technical services necessary to conduct the search for Superintendent/President.

Recommended By:



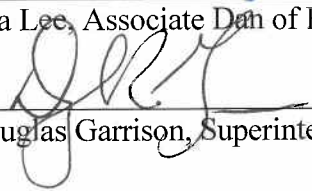
Stephen Ma, Vice President for Administrative Services

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
AND
MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 23rd day of May, 2012, by and between Monterey Peninsula Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., (hereinafter "PPL") to utilize professional and technical services of Robert Griffin and Carl Ehmann and other consultants as needed to conduct a search for a Superintendent/President.

IT IS MUTUALLY AGREED that Consultant will provide the consulting services as shown in Appendix "A" under the following terms and conditions.

NOW, THEREFORE, it is agreed as follows:

1. **District Support.** The District shall reimburse the Consultants for necessary reasonable expenses that will be approved before incurred, including but not limited to transportation, meals, lodging, for activities included in Appendix "A" as appropriate.

2. **Indemnification.** To the extent allowed by law, District and PPL, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.

3. **Consultant Not Employee of District.** It is understood that PPL is responsible for the actions of its officers, employees, and servants; that Consultant is not an employee or servant of District regardless of nature and extent of the acts performed by Consultant; that inasmuch as said Consultant shall not be an employee of District, District does not assume liability under law for any act of Consultant performing or traveling pursuant to this Agreement. Furthermore, as Consultant is a self-employed independent contractor, neither the District nor PPL shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Consultant.

4. **Payment.** Payment in consideration of this Agreement shall be for \$22,000. PPL will bill \$3,142.85 at the end of each month from June, 2012 through December, 2012 for the services outlined in Appendix "A". The District will reimburse PPL for services provided by Consultant within thirty days (30) upon receipt of a valid invoice from PPL.

5. **Status of District and PPL.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and PPL, but is, rather, an agreement by and between the independent contractors, these being District and PPL.

6. **Limitations of Consultant Powers.** Regarding Appendix "A", to the extent that the law allows, Consultants will discharge those duties, which are consistent with their status as independent contractors. In addition the District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is a District responsibility to ensure that a true independent contractor relationship is established and maintained.

7. **Terms of Agreement.** This Agreement shall remain in full force and effect beginning May 1, 2012 and ending December 31, 2012, or when the search is completed.

PROFESSIONAL PERSONNEL LEASING,
INCORPORATED.

Contract #
Tax Id # 33-0205012

DATED: _____, 2012

By: _____
Guy Lease, Executive Vice President and CFO
P.O. Box 17457
South Lake Tahoe, CA 96151
Home Phone: 530-544-3973
Cell Phone: 530-307-9765
Fax: 775-586-4528

DATED: May 23, 2012

Monterey Peninsula College

By: _____
Name: Stephen Ma
Title: Vice President for Administrative Services
Address: 980 Fremont St., Monterey, CA 93940
Phone: (831)646-4040
Fax: (831)646-3012

APPENDIX "A"
INDEPENDENT CONTRACTORS
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
Robert Griffin and Carl Ehmann Principal Consultants

DESCRIPTION OF SERVICES:

Consult and advise the Board, appropriate personnel and search committee in matters pertaining to the selection of a Superintendent/Presidentas stated in the original proposal. Other services requested are open to negotiations.

Typical services include consulting and/or advising on:

- Printing and distribution of the announcement.
- Recruitment: phone calls, meetings, mail, email, personal contact.
- Initial interviews: Preparation of questions, evaluation tools, committee protocols.
- Preliminary reference checking, including written summaries.
- Finalists' reference checking, including written summaries.
- Coordination of public forums, including rating sheets and summaries.
- Meeting with search committee and Board as appropriate.

Note: The services of the Consultants specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultants shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. F

Human Resources
College Area

Proposal:

That the Governing Board consider the approval of the job announcement for the Superintendent/President.

Background:

The committee for the selection of the Superintendent/President, with assistance from the consultants from Professional Personnel Leasing, Inc. (PPL), is drafting a job announcement for consideration by the Board of Trustees, which will be finalized at the committee meeting on May 22, 2012. The proposed announcement will be presented to the Board at the May 23 Board meeting. If the announcement meets the interests of the Board, it can be approved at this meeting. If the Board wishes to have more time to consider the content of the announcement, action can be deferred to a later meeting.

Fiscal Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Governing Board approve the job announcement for the Superintendent/President.

Recommended By: Dr. Loren Steck, Chair, Board of Trustees

Prepared By:

Barbara Lee
Barbara Lee, Associate Dean of Human Resources

Agenda Approval:

Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. G

Administrative Services
College Area

Proposal:

That the Governing Board ratify the Project Assignment Amendment #35 (PAA) with HGHB Architecture, Planning, Urban Design, at the fixed fee of \$95,000 (inclusive of reimbursable expenses) for preliminary architectural and engineering services for the renovation of the Student Center Building #29 (formerly College Center).

Background:

At the May 23, 2006 meeting, the Board approved the contract with HGHB Architecture, Planning, Urban Design, for architectural and engineering services. Since then, the District has contracted with HGHB as the architect for several projects including the Public Safety Training Center, Education Center at Marina, the Business Computing Science, swing space needs for the Athletic Department (Gym Floor renovation), Humanities-Supportive Services and others.


The general description of the work included within this project is for architectural, limited civil, structural, mechanical, electrical, plumbing, data engineering services, food service consulting services and estimating services for this approximate 27,000 square foot building. As the budget picture becomes clearer on the four projects currently under construction--Theater, Life Science, Physical Science, Gymnasium-- the scope of the Student Center Building project will be refined.

Budgetary Implications:

The fixed fee of \$95,000 will be paid for using district bond funds for capital outlay projects.

RESOLUTION: BE IT RESOLVED, That the Governing Board ratify the Project Assignment Amendment #35 (PAA) with HGHB Architecture, Planning, Urban Design, at the fixed fee of \$95,000 (inclusive of reimbursable expenses) for preliminary architectural and engineering services for the renovation of the Student Center Building #29 (formerly College Center).

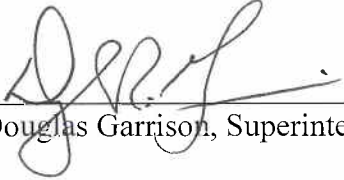
Recommended By: _____


Stephen Ma - Vice President for Administrative Services

Prepared By: _____


Suzanne Ammons, Administrative Assistant

Agenda Approval: _____


Dr. Douglas Garrison, Superintendent/President

PROJECT ASSIGNMENT AMENDMENT – 35

(TO AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES)

This Project Assignment is executed between MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT (“District”) and HGHB, (“Architect”) pursuant to the Agreement for On-Going Architectural Services (“Agreement”) between the Architect and the District dated May 5, 2006. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Project Description:** Renovation of the approximate 27,000 sq. ft. building referred to as the Student Center Building #29 (formerly called the College Center).

2. **Basic Services.**

The Architect will provide architectural services, limited civil, structural, mechanical, electrical, plumbing, data engineering services, food service consulting services and estimating services.

2.1. Basic Services Phases – As described in the Agreement with the following comments:

A. Preliminary Plans – Schematic Design services. As described in Article 3 of the Agreement with the following comments:

- a. Preliminary Plans Formal Value Engineering is not included in Basic Services.
- b. Preliminary Plans Phase Formal Constructability Review is not included in Basic Services.
- c. Architect will prepare a cost estimate based on Preliminary Plans.
- d. A life cycle analysis is not included in Basic Services.
- e. LEED certification is not included.
- f. Landscaping is not included.

B. Working Drawings – **Not included in this PAA.**

C. Bidding – **Not included in this PAA.**

D. Construction - **Not included in this PAA.**

E. Post-Construction - **Not included in this PAA.**

2.2. Design Consultants Included in Basic Services

- A. Limited civil, structural, mechanical, electrical, plumbing, data engineering services, food service consulting services and estimating services.
- B. Other: Environmental and Geo-Tech Engineering Consultants will be provided by the Owner if necessary and will not be included in Architect’s Basic Services.

3. **Project Construction Budget.**

For the purposes of this assignment, the construction budget exclusive of exterior appurtenances and site improvements is \$3,000,000.

4. **Architect Compensation.**

4.1. Contract Price.

Architect will be compensated on a fixed fee basis equal to \$95,000, which amount includes Reimbursable Expenses.

There will be a credit (as applicable) in the future full Architectural Services contract for this project.

Reimbursable Expenses are defined in section 10.4 of the Agreement. "Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature."

4.2. Additional Services Rate Schedule:

Architect Personnel

On an hourly rate basis at 2.5 times Direct Personnel Expense ("DPE") of Architect's personnel providing the services, plus Reimbursable Expenses.

Design Consultants Personnel

At 1.15 times the cost to Architect of Consultants providing the services, plus Reimbursable Expenses.

5. Basic Services Completion Schedule.

	START DATE	FINISH DATE
Preliminary Plans/Des. Dev.	April 2012	August 2012
Construction Documents	Not included	Not included
Bidding	Not included	Not included
Construction	Not included	Not included
Post-Construction	Not included	Not included

MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT, a California Community College District

HGHB Architecture, Planning, Urban Design

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. H

Administrative Services
College Area

Proposal:

That the Governing Board ratify the contract with John Sergio Fisher & Associates for architectural services in conjunction with the renovation/expansion of the Monterey Peninsula College Music facility buildings.

Background:

John Sergio Fisher & Associates (JSFA) is an architecture, planning and theatre consulting firm specializing in the programming and design of new, restored and renovated theatres, visual arts, performing arts, and entertainment facilities (public and private). JSFA has designed over 150 performing arts venues for drama, musicals, dance, opera, orchestra, band, choral concerts and recitals throughout the U.S., Europe and Asia and has earned numerous design awards, including 31 AIA awards. Steve Ma has previously worked with John Sergio Fisher on a performing arts facility. The project was completed on time, within budget and has received excellent reviews from staff and the community.


Specific Project Assignment Amendments will follow to include project descriptions and details within their basic services.

Budgetary Implications:

Project costs will be paid for from funds allocated to that project's budget.

RESOLUTION: BE IT RESOLVED, That the Governing Board ratify the contract with John Sergio Fisher & Associates for architectural services in conjunction with the renovation/expansion of the Monterey Peninsula College Music facility buildings.

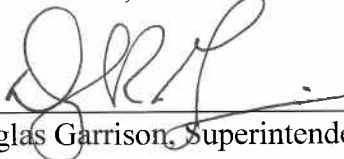
Recommended By: _____


Stephen Ma - Vice President for Administrative Services

Prepared By: _____


Suzanne Ammons, Administrative Assistant

Agenda Approval: _____


Dr. Douglas Garrison, Superintendent/President

AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Agreement for On-Going Architectural Services ("Agreement") is entered into this 30th day of April 2012, by and between **MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT**, a California Community College District ("District") and John Sergio Fisher & Associates, Inc., ("Architect"); the District and the Architect are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities at the District's Monterey Peninsula College. These works of improvement are hereinafter collectively referred to as "the Projects" and singularly referred to as "an Assigned Project".

WHEREAS, the Projects require the preparation of Design Documents.

WHEREAS, applicable law, rule or regulation requires the oversight of some portions or all of the construction of the Projects by a California licensed architect.

WHEREAS, the District desires to retain Architect to provide and perform architectural and related services in connection with the design, bidding and construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as **Exhibit A**.

WHEREAS, Architect employs individuals duly licensed as architects under the laws of the State of California and is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Architect agree as follows:

AGREEMENT

1. BASIC SERVICES

- 1.1. General. Architect shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the PAA for the Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the Architect and the Architect's Design Consultants. Architect's services shall be performed or provided consistent with the Basic Services Completion Schedule set forth in a PAA and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the design, bidding and construction of the Assigned Project. The scope of Basic Services to be provided by the Architect in connection with an Assigned Project shall be in accordance with the PAA issued by the District for an Assigned Project; the form of PAA is attached hereto as **Exhibit A** and incorporated herein by this reference.
- 1.2. Relationship of Architect to Other Assigned Project Participants. The Architect's services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District's Project Manager, if one is retained by the District for the Assigned Project. The Contractor awarded the Construction Contract is responsible for performance

of its obligations under the Construction Contract. Architect's services hereunder shall not be deemed or construed to be Architect's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety at the Site, all of which are and remain the responsibility of the Contractor.

- 1.3. Architect Independent Contractor. Unless expressly granted the authority to act on behalf of the District, in providing services hereunder, Architect shall be an independent contractor to the District. Architect shall be responsible to the District for the consequences of Architect's negligent conduct which exceeds the express limited scope of Architect's authority to act on behalf of the District set forth herein.
- 1.4. Architect Standard of Care. Architect and its Design Consultants shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; and (iii) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered.
- 1.5. Architect Representation. The Architect shall designate a Project Architect and/or Job Captain for all Phases of Basic Services for an Assigned Project. The Architect's Project Architect and/or Job Captain shall: (a) be reasonably satisfactory to the District; (b) will not be replaced without approval of the District; (c) shall have the overall responsibility for performance of Architect's obligations hereunder; and (d) be authorized to act on behalf of the Architect in discharge of Architect's services hereunder. During the Construction Phase, the Project Architect and/or Job Captain shall be reasonably available to communicate by telephone, telecopier, correspondence, e-mail or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to completion of Project design and construction.
- 1.6. Design Consultants. Basic Services are generally described in the Agreement and includes all architectural, design and engineering services for the structural, civil, mechanical, electrical, telecommunications/data cabling and landscaping portions of an Assigned Project as necessary or appropriate to produce accurate Construction Documents for the Assigned Project. The specific architectural, design, and engineering services forming the Basic Services for an Assigned Project shall be as set forth in the Project Assignment; the extent to which the Basic Services for an Assigned Project are completed in whole or in part with the Architect's own personnel or with the personnel of the Architect's Design Consultants for an Assigned Project shall be at the discretion of the Architect, provided that the personnel (whether of the Architect or its Design Consultants) providing or performing any portion of the Basic Services for an Assigned Project is qualified, skilled and experienced in providing the Basic Services assigned to such personnel.
- 1.7. District Responsibilities.
 - 1.7.1. Information. The District shall provide full information regarding the Assigned Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Project.
 - 1.7.2. District Representative. The District shall designate a representative to act on the District's behalf with respect to the Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of the Assigned Project and

Architect's services hereunder.

- 1.7.3. District Consultants. Except for the Design Consultants retained by the Architect, the District shall furnish all legal, accounting, surveying, insurance and other consulting services, including but not limited to the services of geotechnical engineers, as may be necessary for the Assigned Project.
- 1.7.4. Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Assigned Project as necessary or as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
- 1.7.5. District Notice of Non-Conformity. The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure or neglect of Architect or the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute an assumption by District of Architect's liability for such neglect.
- 1.7.6. The services, information, surveys, reports and recommendations required by this Paragraph 1.7 shall be furnished at the District's expense and Architect shall be entitled to reasonably rely upon the accuracy and completeness thereof.

2. Basic Services; Pre-Design (Programming) Phase

The Architect shall review the Project Construction Budget and other information provided by the District regarding the Assigned Project pursuant to this Agreement to ascertain the requirements and constraints of the Assigned Project. In consultation with the District, understandings shall be arrived at with respect to the scope, requirements and constraints of the Assigned Project. Architect shall provide the District with a preliminary evaluation of the District's requirements and constraints, including the selection of materials, building systems, equipment, the Project Construction Budget and alternative approaches to design and construction of the Assigned Project.

3. Basic Services; Preliminary Plans Phase

- 3.1. Initial Preliminary Plans. Based upon the scope, Project Construction Budget, schedule and other requirements or constraints mutually agreed upon and understood between the District and Architect for an Assigned Project, the Architect shall prepare Initial Preliminary Plans consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Upon completion of the Initial Preliminary Plans, or at such other intervals during Architect's development of Initial Preliminary Plans as may be agreed upon by District and Architect, Architect shall submit the same to the District for information, review and comments.
- 3.2. Final Preliminary Plans. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the District's comments to the Initial Preliminary Plans are to be incorporated into the Final Preliminary Plans. Architect shall prepare Final Preliminary Plans which consist of the Initial Preliminary Plans revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Preliminary Plans, Architect shall submit the same to the District for review and approval.
- 3.3. Peer and Design Review; Value Engineering. The District reserves the right to conduct, or cause to be conducted, peer reviews and/or value engineering of the Preliminary Plans. If the District elects to

conduct either peer reviews or value engineering, the District shall notify the Architect of the same and the Architect shall submit Preliminary Plans to the District for such peer reviews and/or value engineering. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the peer review and/or value engineering comments are to be incorporated into the Preliminary Plans. The Preliminary Plans shall incorporate mutually agreed upon comments and the Architect shall submit Preliminary Plans to the District for approval. Architect shall revise Preliminary Plans as necessary to obtain the District's reasonable approval thereof.

- 3.4. Preliminary Construction Cost Estimate. The Architect shall prepare and deliver to the District a Preliminary Construction Cost Estimate for the Assigned Project as depicted in the Final Preliminary Plans. If the Preliminary Construction Cost Estimate materially exceeds the District's Project Construction Budget, the Architect shall consult with the District and revise the Preliminary Plans as necessary so that the Preliminary Construction Cost Estimate for the Work depicted in the Final Preliminary Plans is consistent with the Project Construction Budget. Except as otherwise provided in this Agreement, revisions of the Preliminary Plans to conform with the Project Construction Budget shall be without adjustment to the Contract Price unless the District shall have directed modifications to, or inclusions in, the scope of the Assigned Project or component parts thereof which cause the Project Construction Budget to be exceeded.

4. Basic Services; Working Drawings Phase

- 4.1. Working Drawings. Based upon the approved Final Preliminary Plans, the Architect shall prepare Working Drawings consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work with sufficient clarity, coordination and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget.
- 4.2. Review of Working Drawings Status. At intervals mutually agreed upon by the District and Architect, or in the absence of such mutual agreement at such intervals as reasonably determined by the District, Architect shall provide to the District, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Architect's preparation of Working Drawings.
- 4.3. Peer and Design Review; Value Engineering. The District reserves the right to conduct, or cause to be conducted, peer reviews and/or value engineering of the Working Drawings. If the District elects to conduct either peer reviews or value engineering, the District shall notify the Architect of the same and the Architect shall submit Working Drawings to the District for such peer reviews and/or value engineering. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the peer review and/or value engineering comments are to be incorporated into the Working Drawings. Any revisions to the Working Drawings by Architect arising out of this Paragraph 4.3 during the Working Drawings Phase shall be compensated as an Additional Service. The Working Drawings shall incorporate mutually agreed upon comments and the Architect shall submit revised Working Drawings to the District for approval. Architect shall revise Working Drawings as necessary to obtain the District's reasonable approval thereof.
- 4.4. Detailed Construction Cost Estimate. Based upon the Work of the Assigned Project depicted in the Working Drawings approved by the District, Architect shall prepare a detailed Construction Cost Estimate for the Work depicted in the approved Working Drawings. If the detailed Construction Cost Estimate materially exceeds the Project Construction Budget, Architect shall revise the Working Drawings as necessary so that the detailed Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Except as otherwise provided in this Agreement,

revisions of the Working Drawings shall be without adjustment to the Contract Price unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Project Construction Budget to be exceeded.

- 4.5. Approvals of Working Drawings. The Architect shall assist the District in obtaining all necessary approvals or permits for the Working Drawings for an Assigned Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work including without limitation, approvals by the Division of State Architect ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Architect shall revise Working Drawings as required by DSA or other governmental agencies with jurisdiction over the Project to obtain their respective approval(s) or permit issuance.
- 4.6. Architect Provision of Working Drawings. The Architect shall provide the District with one clear background, reproducible copy of the Drawings included in the final approved Working Drawings for bidding and construction purposes of each Assigned Project. Reproduction of these sets of Design Documents for an Assigned Project is at the cost of the District. The District will furnish Architect with five (5) sets of the final approved Working Drawings for use by Architect and its Design Consultants in the Bidding and Construction Phases of the Project; reproduction of additional sets of the Working Drawings is at the expense of the Architect without adjustment of the Contract Price.

5. Basic Services; Bidding Phase

- 5.1. Development of Bid Documents. In consultation with the District, the Architect will advise and make recommendations to the District for bidding and award of the Construction Contract. As an architect, Architect will generally review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District in preparation of information, documents and forms necessary or appropriate for bidding.
- 5.2. Bidding Process. During the bidding for Construction Contract, Architect will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to the bidding, the Project, the Design Documents, or the Construction Documents; and (iii) where necessary or appropriate, the Architect will prepare and assist the District in issuance of addenda to the Design Documents, Contract Documents, Bid Documents and/or Construction Documents for the Project. Architect will assist the District in the receipt and review of bidders' Bid Proposals, including the review of Bids Proposals for responsiveness and bidder responsibility, analyses of Bid Proposals and recommendations for the selection of the Contractor for the award of the Construction Contract. As requested by the District, the Architect will assist the District in obtaining required governmental approval(s) for award of the Construction Contract.
- 5.3. Bid Costs Exceeding Project Construction Budget. If within thirty (30) days of the date upon which Architect obtains final DSA approval for the Construction Documents, the District shall have solicited Bid Proposals from bidders for award of the Construction Contract and such Bid Proposals are opened by the District within said thirty (30) days and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (i) approve of an increase in the Project Construction Budget; (ii) reject all Bid Proposals and authorize re-bidding of the Project; (iii) abandon or terminate the Project; or (iv) revise the scope, or reduce or eliminate portions of the Assigned Project so as to limit and reduce Construction Costs. Except as otherwise provided in this Agreement, unless the District has theretofore directed changes, modifications or inclusions in the scope of the Assigned Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if

the District elects to revise the Project pursuant to (iv) above, the Architect shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price of the Assigned Project; if the District elects to reject all Bid Proposals and re-bid the Assigned Project, for such subsequent re-bid(s), Architect shall perform the obligations set forth in Paragraphs 5.1 and 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price for the Assigned Project, provided that the services of the Architect and Design Consultants shall be the limits of the Architect's responsibilities under this Paragraph 5.3. The District and the Architect agree to reasonably extend the schedule of any Assigned Project to accommodate the time necessary to revise the Architect's documents and re-bid or renegotiate the Assigned Project.

6. Basic Services; Construction Phase

- 6.1. Administration of Construction Contract. Architect will provide assistance to the District in administration of the Construction Contract and construction of the Assigned Project. The scope of the Architect's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein. If the District retains a Project Manager for an Assigned Project, the Architect's administration of the Construction Contract shall be in conjunction with the services and responsibilities of the Project Manager. The Architect shall be a representative of the District and shall advise and consult with the District regarding construction of an Assigned Project until Final Payment under the Construction Contract is due and Final Completion of construction of an Assigned Project is certified by the Architect. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Architect's authority shall not be restricted, modified or extended without written agreement of the District and the Architect. Architect shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Assigned Project.
- 6.2. Site Observations. The Architect shall attend weekly and other meetings relating to the Assigned Project and shall visit the Site of the Assigned Project at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of the Work completed and to generally determine if the Work is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an architect, the Architect shall: (i) keep the District informed of the progress and quality of the Work; and (ii) endeavor to guard the District against defects and deficiencies in the Work and the failure or refusal of the Contractor to perform the Work in accordance with the terms and intent of the Construction Contract and the Construction Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, if in the course of its Site observations, the Architect fails to discover or report to the District any patently observable major defect or deficiency in construction of the Work, or in the Work itself, which by exercise of reasonable care should have been observed by the Architect and reported to the District, the Architect will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District. The foregoing shall not be deemed to obligate the Architect to observe or inspect concealed conditions. The provisions hereof shall not be construed as requiring the Architect to make exhaustive or continuous Site observations to check on the quality or quantity of the Work. The Architect shall have access to the Work wherever in preparation, fabrication or progress.
- 6.3. Contractor Applications for Payment.

- 6.3.1. Development of Payment Procedures. In consultation with the District and the Project Manager if any, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor for each Assigned Project.
- 6.3.2. Certification of Payment Due. Based on the Architect's observations and evaluations and in conjunction with the observations and evaluations of the Project Manager and the Project Inspector, the Architect shall certify the amount due on each Application for Progress Payment. Such certification shall be the Architect's representation to the District that based upon the Architect's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Architect's representation to the District that the Contractor is entitled to the amount certified.
- 6.3.3. Limitations Upon Architect's Certification. The Architect's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be deemed a representation that the Architect has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.
- 6.3.4. Final Payment. In conjunction with the Project Manager and the Project Inspector, the Architect shall review, evaluate and certify for payment the Contractor's Application for Final Payment.
- 6.3.5. Timely Action by Architect. Upon receipt of a timely received Contractor's Applications for Progress Payment and the Application for Final Payment, the Architect shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorneys fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Architect is negligent in taking timely action pursuant to the preceding, the Architect shall be liable to the District for all costs, demands, liabilities or losses to the extent caused by such neglect to timely take action.
- 6.4. Rejection of Work. The Architect shall have the authority, after notification to the District, to reject Work of an Assigned Project which does not conform with the requirements of the Construction Contract. Whenever the Architect considers it necessary or appropriate for implementation of the intent of the Construction Contract upon notice to and authorization by the District, the Architect may recommend additional inspection or testing of the Work in accordance with the provisions of the Construction Contract, whether such Work is prepared, fabricated, installed or constructed. This authority of the Architect, or the Architect's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Architect to the District, the Contractor or any others performing or providing Work of the Project to exercise or not to exercise

such authority.

6.5. Submittals.

- 6.5.1. Submittal Procedures. In consultation with the District and the Project Manager if any, Architect shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor's Submittals required for an Assigned Project.
- 6.5.2. Submittal Review. The Architect shall review, and take appropriate action upon required Submittals for the purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Architect's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Architect's professional judgment to permit adequate review. If a Submittal Schedule or time frames for completion of the Architect's review and evaluation of Submittals are developed and established pursuant to the Construction Contract with the participation and concurrence of the Architect, and Architect receives the required submittals in accordance with such schedule or timeframe Architect's actions hereunder shall conform with such Submittal Schedule or time frames; Architect shall be responsible for the consequences of its failure or refusal to complete its review and evaluation of timely and complete Submittals in accordance with such Submittal Schedule. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.
- 6.5.3. Limitations Upon Submittal Review. The Architect's review of Submittals is not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor in accordance with the Construction Contract. The Architect's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Architect, construction means, methods, sequences or procedures.

6.6. Changes.

- 6.6.1. Changes Procedures and Processing. In consultation with the District and the Project Manager if any, the Architect shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of an Assigned Project.
- 6.6.2. Evaluation of Changes; Change Orders. The Architect shall assist the District and the Project Manager if any, in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Architect shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.
- 6.6.3. Authority to Direct Minor Changes. The Architect may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or

the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Architect and copied to the District.

6.6.4. Clarification to the Drawings and Specifications. The Architect shall prepare drawings and specifications needed by the District to issue clarification, Field Orders, and Change Orders for the District's approval and execution.

6.6.4.1. Preparation of drawings and specifications which are compensable to shall be paid as provided in Paragraph 8. The preparation of drawings and specifications are not compensable if these are for clarification and preparation of Field Orders and Change Orders necessitated in whole or in part by the Architect's errors and omissions.

6.7. Interpretations.

6.7.1. Procedures for Handling Contractor's Requests. In conjunction with the District and the Project Manager, the Architect shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents.

6.7.2. Architect's Interpretation. The Architect shall interpret and decide matters concerning the performance of the District or the Contractor on written request of either the District or the Contractor. The Architect shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Architect's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

6.7.3. Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

6.7.4. Contractor Claims. The Architect shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under the Construction Contract, including the execution or progress of Work thereunder. The Architect's decisions shall be in accordance with any applicable and reasonable time limits set forth in the Construction Contract; if no time limits are set forth, the Architect shall render decisions within a reasonable time.

6.8. Records and Reports. The Architect shall maintain current, accurate and complete records of the Project Construction, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests and similar Project records. The Architect shall timely prepare and submit all reports regarding the Project construction required by applicable law, rule or regulation.

- 6.9. Limitations Upon Architect's Construction Phase Services. Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees. The Architect shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Construction Contract.

7. Basic Services; Post Construction Phase

- 7.1. Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Architect shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Architect shall determine and certify the date of Substantial Completion of the Assigned Project.
- 7.2. Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Manager, if any, and the Contractor, the Architect shall note the discovered conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform with the requirements of the Construction Contract ("the Punchlist"). The Architect shall, in conjunction with the District, the Project Manager, if any, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached establishing the time for the Contractor's completion of the Punchlist, the Architect shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist. The Architect shall thereafter periodically review the Contractor's performance and completion of the Punchlist.
- 7.3. Final Completion. In conjunction with the District and upon request of the Contractor, the Architect shall inspect the Work of an Assigned Project to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punchlist prepared at Substantial Completion. The Architect shall determine and certify the date of Final Completion.
- 7.4. Close-Out Documents.
- 7.4.1. Responsibility for Close-Out Activities. If the District does not retain a Project Manager for an Assigned Project, the Architect for such an Assigned Project shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-Built Drawings, Operations and Maintenance manuals, key schedules and warranties. If the District retains a Project Manager for an Assigned Project, the Architect shall review the close-out materials assembled by the Contractor and delivered to the Program Manager.
- 7.4.2. Governmental Agency Close-Out. The Architect shall prepare and submit for processing such documentation relating to Architect's scope of services as required by governmental agencies, including DSA, in connection with completion of the Work of an Assigned Project.
- 7.4.3. As-Built Drawings. The District shall require each Contractor for an Assigned Project to provide the District with As-Built Record Drawings indicating the location and size of all concealed, underground or imbedded construction not covered in the original Drawings, Change Orders, Supplemental Drawings or Shop Drawings. The Contractor shall be required to record such work on reproducible drawings furnished to the Contractor by the District. The Contractor's As-Built Record Drawings shall be delivered by the Contractor to the Architect for

the Architect's review and delivery to the District. The Architect's review of the Contractor's As-Built Record Drawings shall be for the limited purpose of generally determining that the Contractor has complied with its obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor.

- 7.5. Eleven-Month Review. Eleven (11) months following the date of Substantial Completion or Final Completion, the Architect shall participate in a meeting with the District to review guarantees, bonds, and service and maintenance contracts for materials and equipment. In addition, the Architect shall review the Work and submit written recommendations to the District for the correction of any deficiencies.

8. Additional Services

- 8.1. Additional Services: General. The services described in this Paragraph 8 are not included in the scope of Architect's Basic Services for an Assigned Project, unless expressly set forth in the PAA for an Assigned Project. Additional Services described in this Paragraph 8, which are not part of the Basic Services of an Assigned Project shall be compensated for the same in accordance with the provisions of this Agreement relating to payments for District authorized Additional Services.
- 8.2. Contingent Additional Services. If Contingent Additional Services described below are provided by Architect except to the extent due to the neglect of Architect, prior to providing any such Additional Services, Architect shall notify the District in writing; the District may direct the Architect to not proceed with all or any portion of Contingent Additional Services described in Architect's written notice. No Contingent Additional Service shall be performed or provided without the District's prior authorization and direction. The following constitute Contingent Additional Services:
- 8.2.1. Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for the Assigned Project; (ii) required by enactment of, interpretation or revisions to codes, laws, rules or regulations applicable to the Work of the Assigned Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.
- 8.2.2. District/Contractor Default. Services required or necessary as a result of the default or termination of the Project Manager and/or Contractor, failure of performance by the District, Project Manager or the Contractor, or major defects or deficiencies in the Work of the Contractor.
- 8.2.3. Design Documents Changes. Except as provided in Paragraph 6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of an Assigned Project.
- 8.2.4. Damaged Work. Providing consultation or other services in connection with repairs, replacements or corrections of the Work of an Assigned Project damaged or destroyed by fire or other casualty to the extent that no negligent acts, omissions or other actionable conduct of Architect, its Design Consultants or their respective employees, agents or representatives have caused or contributed to such damage or destruction to an Assigned Project.

- 8.2.5. Excessive Contractor Claims. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor for an Assigned Project.
- 8.2.6. Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of an Assigned Project, except where Architect is a party thereto, is called as a percipient witness (in which case Architect shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.
- 8.3. Optional Additional Services. The Optional Additional Services described herein shall be provided by Architect only upon the specific written request and authorization of the District. Optional Additional Services shall be compensated for in accordance with the terms of this Agreement.
- 8.3.1. Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of an Assigned Project.
- 8.3.2. Existing Conditions. Services to investigate existing conditions or facilities not included within the scope of an Assigned Project or to provide measured drawings thereof.
- 8.3.3. Furniture, Furnishings, Equipment. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Construction Contract for Assigned Project or identified as part of the Architect's scope of Basic Services for an Assigned Project on a Project Assignment Amendment.
- 8.3.4. Financial/Special Studies. Providing financial feasibility or other special study in connection with an Assigned Project.
- 8.3.5. Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services for an Assigned Project.
- 8.3.6. Verification of District Provided Information. Providing services to verify the accuracy of drawings or other information provided by the District relating to existing conditions affecting an Assigned Project.
- 8.3.7. Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of an Assigned Project or the components thereof to the District.
- 8.3.8. Additional Design Consultants. Providing services of Design Consultants, except for architectural, civil, landscaping, structural, mechanical, plumbing, telecommunications/data and electrical portions of the Work which are included and contemplated as part of the Basic Services for an Assigned Project, as set forth in the Project Assignment Amendment for an Assigned Project.

9. Insurance and Indemnity

- 9.1. Architect Insurance. At all times while providing or performing services under this Agreement, the Architect and its Design Consultants shall obtain and maintain so long as such policies are reasonably available at commercially reasonable rates the policies of insurance described in this Paragraph 9. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Architect and its Design Consultants while providing or performing services in connection with an Assigned Project shall be as set forth hereinbelow, provided that the minimum coverage amount may

be modified for an Assigned Project, as set forth in the PAA for such an Assigned Project.

- 9.2. Workers Compensation and Employers Liability Insurance. Architect shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Architect shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Architect. The Employer's Liability Insurance required of Architect hereunder may be obtained by Architect as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Architect hereunder.
- 9.3. Commercial General Liability and Property Insurance. Architect shall purchase and maintain Commercial General Liability and Property Insurance as will protect Architect from the types of claims set forth below which may arise out of or result from Architect's services under this Agreement and for which Architect may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Architect's obligations under this Agreement. District shall be an additional insured to Architect's commercial general liability insurance policy.
- 9.4. Professional Liability Insurance. Architect shall procure and maintain professional liability insurance covering liabilities of the Architect arising out of the performance of services under this Agreement.
- 9.5. Design Consultants' Insurance. Each of the Design Consultants retained by the Architect to provide or perform a portion of the services or obligations of the Architect under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, Commercial General Liability/Property Damage and Professional Liability. Each policy of insurance to be obtained by each of the Architect's Design Consultants shall conform with the standards or requirements set forth in Paragraphs 9.1-9.4, above.
- 9.6. Policy Endorsements; Evidence of Insurance. Prior to commencement of services for an Assigned Project, the Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be canceled without at least thirty (30) days advance written notice to the District.
- 9.7. Architect's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Architect are:

9.8.	Workers Compensation	In accordance with applicable law
	Employers Liability	\$1,000,000
	Commercial General Liability (including Bodily Injury or Death and Property Damage)	
	Per Occurrence	\$1,000,000
	Aggregate	\$2,000,000
	Automobile Liability - Bodily Injury or Death	

Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$1,000,000
Aggregate	\$2,000,000

9.9. Architect's Design Consultants' Insurance: Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by each of the Architect's Design Consultants are:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$1,000,000
Aggregate	\$1,000,000

9.10. Indemnity.

9.10.1. Architect Indemnity. Architect shall indemnify, (but not defend) and hold harmless the District and its employees, officers, Board of Trustees and individual Trustees (collectively "the District Indemnified Parties") from losses or liabilities for: (i) injury or death of Architect's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges, but only to the extent actually caused by the negligent acts, omissions or errors of Architect, its Design Consultants or the employees, agents and representatives of Architect or any of its Design Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys fees and costs incurred by the District Indemnified Parties.

9.10.2. District Indemnity of Architect. District shall indemnify, (but not defend) and hold harmless the Architect and its employees, officers, Design Consultants (collectively "the Architect Indemnified Parties") from losses or liabilities for: (i) injury or death of District employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges but only to the extent actually caused by the negligent acts, omissions or errors of District, its consultants, contractors, or the employees, agents and representatives of District or of its consultants or contractors performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys fees and costs incurred by the Architect Indemnified Parties.

10. Architect Compensation

10.1. Contract Price. For each Assigned Project, the District will pay the Contract Price set forth in the PAA for the Assigned Project. Unless otherwise expressly provided in the PAA for an Assigned Project, the

Contract Price for an Assigned Project includes the Architect's fee, Design Consultants' fees, personnel expense of the Architect and Design Consultants, inclusive of all benefits and burdens, travel for the personnel of the Architect and Design Consultants to and from their respective offices and the District as well as travel within the counties of Monterey, Santa Clara and San Francisco, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project. If an Architectural Services Budget is established in the PAA for an Assigned Project, the aggregate amount paid by the District for the Basic Services for the Assigned Project shall not exceed the amount of the Architectural Services Budget.

- 10.2. Construction Phase Changes; Adjustment of Contract Price. The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Architect or Design Consultants to timely and completely perform the Basic Services for the Assigned Project. If services of the Architect or Design Consultants are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Architect or Design Consultants to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted to reflect the additional services provided. If a Change during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Architect or the Design Consultants to timely and completely perform the Basic Services, services required of the Architect or the Design Consultants in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project.
- 10.3. Reimbursable Expenses. The Contract Price for Architect's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services including without limitation expenses for telephone and mobile phone, electronic data, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the offices of the Architect and Design Consultants to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.
- 10.4. Additional Services. If the District authorizes or directs the Architect to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Architect shall be compensated for its personnel providing such Additional Services in accordance with the schedule attached to the PAA for the Assigned Project ("the Rate Schedule").
- 10.5. District Payments.
- 10.5.1. Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.
- 10.5.2. Architect Billings to District. During the course of providing Basic Services for an Assigned Project, Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Architect's billings shall be in such form and format as may be reasonably requested by District.

- 10.5.3. District Payments to Architect. Within thirty (30) days of receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if Architect shall materially fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Architect has fully cured such failure of performance. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

11. Term; Time

- 11.1. Initial Term; Renewal Terms. The initial term of this Agreement shall commence upon the District and the Architect each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Trustees ("the Initial Term"). The Initial Term shall expire twelve (12) months after the date of ratification of this Agreement by the District's Board of Trustees. The Initial Term of this Agreement may be renewed annually at the sole option and discretion of the District ("the Renewal Terms"). The District shall have the right to renew the Term for five (5) consecutive one (1) year Renewal Terms following the Initial Term. The District's Board of Trustees shall have the sole and exclusive discretion to exercise the right to renew this Agreement for the Renewal Terms. Not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration of the Initial Term of this Agreement or the immediately preceding Renewal Term, the District will place an item on the agenda for a regularly scheduled meeting of the District's Board of Trustees to consider exercise of the District's option for the next Renewal Term of this Agreement. If the District's Board of Trustees does not take action to extend the Term for the next Renewal Term, without further action of the District or the Architect, this Agreement shall terminate and expire as of the last day of the Initial Term or the then current Renewal Term, as applicable. Notwithstanding expiration of the Initial Term or a Renewal Term, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the Architect in connection with an Assigned Project under a PAA issued prior to expiration of the Initial Term or Renewal Term of this Agreement, the Architect shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Initial Term or Renewal Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of this Agreement in accordance with the terms of the PAA. If the District elects to renew the Term for any Renewal Terms, the terms and conditions set forth herein shall be applicable and govern during the Renewal Term(s).
- 11.2. Time. All of the Basic Services and authorized Additional Services set forth in the Project Assignment for an Assigned Project shall be completed by the Architect in a prompt and diligent manner, consistent with professional skill and care. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the Architect, the Architect's performance and completion of Basic Services shall be in accordance with such schedule. The Architect shall be liable to the District for all costs, losses, damages or other liabilities to the extent caused by the negligence of the Architect to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule.

12. Termination; Suspension

- 12.1. Termination for Default. Either the District or Architect may terminate this Agreement or a PAA upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder or in connection with a PAA and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (a) Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (b) if Architect negligently disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Architect, if any, shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price. Payment of the amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of all pending Assigned Projects as of the date of termination. Architect shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Architect's default hereunder, to the extent that such losses, damages or other costs are recoverable under applicable California law.
- 12.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Architect's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Architect's services under a PAA for a period of thirty (30) consecutive days or more and such suspension is not caused by the Architect's default of Architect or its Design Consultants, upon rescission of such suspension, the Contract Price may be subject to adjustment to reflect actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption of Assigned Project construction or Architect's services under a PAA.
- 12.3. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement or a PAA for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination.
- 12.4. Architect Suspension of Services. If the District shall fail to make payment of the Contract Price for an Assigned Project when due Architect hereunder, Architect may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Architect shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 12.5. Architect Obligations Upon Termination. Upon the District's exercise of the right of termination under

Paragraph 12.1 or Paragraph 12.3 of this Agreement, the Architect shall take action as directed by the District relative to on-going preparation of the Design Documents, bidding or construction of an Assigned Project. If requested by the District, the Architect shall within ten (10) days of such request and receipt of monies due Architect under this Agreement, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Architect under this Agreement. The Architect shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Architect may, at its sole cost and expense, make reproductions of the originals delivered to the District.

13. Miscellaneous

- 13.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
- 13.2. Marginal Headings; Captions. ~~Marginal Headings; Captions.~~ The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and District hereunder.
- 13.3. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 13.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Architect hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 13.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Architect and the District. Neither Architect nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 13.6. Authority. The individual(s) executing this Agreement on behalf of Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he his authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.
- 13.7. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Stephen Ma, Vice President, Administrative Services
 Monterey Peninsula Community College District
 980 Fremont Street
 Monterey, CA 93940

If to Architect:

John Fisher, AIA, President

John Sergio Fisher & Associates, Inc.
5567 Reseda Blvd., Suite 209
Tarzana, CA 91356

13.8. Disputes.

- 13.8.1. Continuation of Architect Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Architect, notwithstanding any disputes between District and Architect hereunder, Architect and District shall each continue to perform their respective obligations hereunder; including the obligation of one Architect to continue to provide and perform services hereunder subject to the parties agreeing to an expedited dispute resolution process attended by individuals with authority to resolve the dispute.
- 13.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Architect and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Architect commencing litigation.

13.9. Definitions.

- 13.9.1. Construction Contract. A Contract for Construction awarded by the District to the Contractor for the construction of an Assigned Project.
- 13.9.2. Contractor. The individual or entity awarded the Construction Contract by the District for an Assigned Project.
- 13.9.3. Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for an Assigned Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Architect or a Design Consultant for an Assigned Project.
- 13.9.4. Design Consultant(s). Design Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Design Consultant. As provided in this Agreement, Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants.
- 13.9.5. Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work of an Assigned Project.

- 13.9.6. Site. The physical area for construction and related activities of an Assigned Project.
- 13.9.7. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.
- 13.9.8. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete as Assigned Project or portions thereof.
- 13.9.9. Project Construction Budget. The Project Construction Budget refers to the total costs allocated by the District for construction of the Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Architect. Revisions to Architect's instruments of service to meet such modified budgets shall be compensated as an Additional Service. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated for construction of the Project as modified from time-to-time.
- 13.9.10. Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Architect of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any. Evaluations of the District's Project Construction Budget and any Construction Cost Estimate prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the District has control over the cost of labor, materials or equipment, or over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project Construction Budget or from any Construction Cost Estimate prepared by the Architect.
- 13.9.11. Project Manager. The District's Project Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, other services and/or work product in connection with the design and/or construction of an Assigned Project. Services, functions and responsibilities of the Project Manager shall be provided in conjunction with and complementary to the Architect's services and work product under this Agreement. If the District has not retained or designated a Project Manager as of the issuance of a PAA for an Assigned Project, without adjustment of the Contract Price for any Assigned Project, the District reserves the right to subsequently retain a Project Manager to provide services and/or work product for the Assigned Project as generally described herein.

- 13.9.12. Assigned Project. An Assigned Project is a Project described in a PAA issued by the District under this Agreement.
- 13.9.13. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Architect which establishes the specific terms and conditions for the Architect's performance and provision of architectural and related services for an Assigned Project. The form of PAA is attached as **Exhibit A** to the Agreement. Notwithstanding execution of the Agreement by the District and the Architect, the Architect shall have no right to provide architectural services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Architect.
- 13.10. Use of Design Documents.
- 13.10.1. Ownership. Pursuant to Education Code §17316, all of the Architect's plans are and shall remain the property of the District.
- 13.10.2. District Use of Design Documents. Upon the termination of this Agreement, a Project Assignment Amendment or the abandonment of all or any portion of an Assigned Project, the District may use any portion of the Design Documents (whether completed or in progress) for their intended purpose set forth in a Project Assignment Agreement. If completion of the Design Documents or construction of an Assigned Project is not by the Architect under this Agreement and the District uses, re-uses or modifies Design Documents prepared by the Architect prior to the termination of this Agreement, termination of a Project Assignment Amendment or the abandonment of an Assigned Project, the District shall indemnify, defend and hold harmless the Architect from any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys fees and legal costs arising out of the District's using, re-use or modification of the Architect's Design Documents.
- 13.10.3. Electronic Files. At each stage of the Architect's submission of Preliminary Plans and Working Drawings to the District pursuant to the terms hereof, Architect shall also submit to the District electronic files of the same. Electronic files of the Drawings shall be prepared in the latest version of AutoCAD. Electronic text files shall be prepared in the latest version of MS Word.
- 13.21. Entire Agreement. This Agreement, accompanying Conditions and documents enumerated below are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and Architect concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Architect.
- Exhibit A – Project Assignment Amendment (PAA)
 Exhibit B – Regulatory Agencies & Approvals Requirements (not included in contract)
 Exhibit C – Format for listing Rooms and Spaces (NIC)
 Exhibit D – Value Engineering Program (NIC)
 Exhibit E – Transportation, Per Diem, and Mileage Reimbursement Schedule (NIC)
 Exhibit F – Supplemental Requirements (NIC)
 Exhibit G – General Drawing Requirements (NIC)

13.22. Designing to Budget. The District will provide the Architect with the District's Project Construction Budget. In order to meet the District's goal of constructing an Assigned Project within the District's Project Construction Budget, the Architect will make reasonable recommendations regarding contingencies for design, bidding and price escalation that the District will adopt as a part of the District's Project Construction Budget. In addition, the Architect will also make reasonable recommendations regarding, among other things, programmatic changes, alternate bids, materials, equipment, component systems, and type of construction in order to help realize a project within the District's Project Construction Budget. The District agrees that if the District rejects the Architect's reasonable recommendations relative to designing an Assigned Project to meet the District's Project Construction Budget, any (related?) revisions or modifications to the Architect's instruments of service to meet the District's Project Construction Budget shall be compensated as an Additional Service irrespective of any language in this Agreement that suggests otherwise.

IN WITNESS WHEREOF, the District and Architect have executed this Agreement as of the date set forth above.

"District"
 Monterey Peninsula Community
 College District

"Architect"
 John Sergio Fisher & Associate, Inc.

By: _____
 Stephen Ma

By: _____
 John Fisher, AIA

Title: Vice President, Administration Services

Title: President

Date: _____

Date: _____

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. I

Administrative Services
College Area

Proposal:

That the Governing Board ratify the Project Assignment Amendment #01 (PAA) with John Sergio Fisher & Associates ("Architect") at a fixed fee of \$45,000 plus travel expenses for preliminary architectural services in conjunction with the renovation/expansion of the MPC Music facility buildings.


Background:

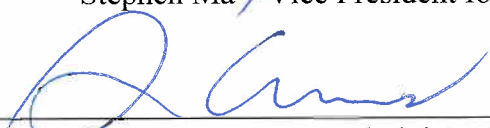
John Sergio Fisher & Associates (JSFA) will perform preliminary work as described within the Basic Services Phases of this PAA to include Programming, Architectural and Schematic Design, Fund Raising Package and IPP development and submittal. This PAA is planned for completion by June 30, 2012. JSFA will review the previous programming material developed and facilitate a participatory, creative problem-solving workshop involving stakeholders. JSFA will generate different options for renovation of the space and review architectural, engineering, acoustical/A-V and theatre systems considerations. JSFA will prepare realistic renderings of the new exterior in its existing space, along with the programming, a narrative and cost estimate.

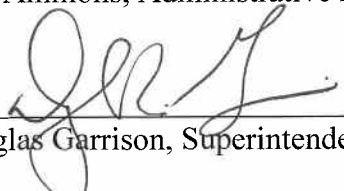
Budgetary Implications:

The fixed fee of \$45,000 plus travel expenses will be paid for using district bond funds for capital outlay projects.

RESOLUTION: BE IT RESOLVED, That the Governing Board ratify the Project Assignment Amendment #01 (PAA) with John Sergio Fisher & Associates ("Architect") at a fixed fee of \$45,000 plus travel expenses for preliminary architectural services in conjunction with the renovation/expansion of the MPC Music facility buildings.

Recommended By: 
Stephen Ma - Vice President for Administrative Services

Prepared By: 
Suzanne Ammons, Administrative Assistant

Agenda Approval: 
Dr. Douglas Garrison, Superintendent/President

PROJECT ASSIGNMENT AMENDMENT – #01

(TO AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES)

This Project Assignment is executed between MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT (“District”) and John Sergio Fisher & Associates, Inc., (“Architect”) pursuant to the Agreement for On-Going Architectural Services (“Agreement”) between the Architect and the District dated April 30, 2012. By this reference, the Agreement is incorporated herein as if set forth in full.

1. **Project Description:** Renovation/Expansion of the Monterey Peninsula College Music facility buildings
2. **Basic Services.**
 - 2.1. **Basic Services Phases – As described in the Agreement with the following comments:**
 - A.
 1. **Programming**
 - a. Review the previous programming material developed.
 - b. Facilitate the College and stakeholders as well as the Monterey Jazz Festival Organization in a participatory, group, creative problem-solving programming process in a day long workshop (charrette).
 - c. Document the qualitative and quantitative program for stakeholders based upon the charrette.
 2. **Architectural Schematic Design**
 - a. JSFA will generate different options for renovation of the existing music space and a new rehearsal hall and then facilitate the problem solving design charrette with the stakeholders to review the architectural, engineering, acoustical/A-V and theatre systems (seating, lighting, etc. considerations).
 - b. Based upon the decisions and choices of the stakeholders, JSFA will execute floor plans, cross sections, elevations and 3D models in Revit.
 3. **Fund Raising Package**
 - a. JSFA will color render the plans, sections and elevations and prepare 3D color photo realistic renderings of the new exterior and its relationship to the existing building, the recital hall and any other important spaces.
 - b. The total presentation will be assembled for binding along with the programming, a narrative and a cost estimate.
 4. **Initial Project Proposal**
 - a. JSFA will develop the materials necessary for the District’s IPP submittal to the California Community Colleges Chancellor’s Office.
 - B. **Working Drawings – Not included in this PAA.**
 - C. **Bidding – Not included in this PAA.**

D. Construction - **Not included in this PAA.**

E. Post-Construction - **Not included in this PAA.**

2.2. Design Consultants Included in Basic Services

A. Consulting as required to accommodate item 2.1.

B. Cost Estimating

C. Other: Environmental and Geo-Tech Engineering Consultants will be provided by the Owner if necessary and will not be included in Architect's Basic Services.

3. Project Construction Budget.

Total Project Budget: \$5,500,000

Construction Bid Budget: \$4,000,000

4. Architect Compensation.

4.1. Contract Price.

Architect will be compensated on a fixed fee basis equal to \$45,000.00 plus travel expenses.

There will be a credit (as applicable) in the future full Architectural Services contract for this project if the project commences.

Reimbursable Expenses are defined in section 10.4 of the Agreement. Other than travel expenses, "Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature."

4.2. Additional Services Rate Schedule:

Architect Personnel

On an hourly rate basis at 2.5 times Direct Personnel Expense ("DPE") of Architect's personnel providing the services, plus Reimbursable Expenses.

Design Consultants Personnel

At 1.5 times the cost to Architect of Consultants providing the services, plus Reimbursable Expenses.

5. Basic Services Completion Schedule.

	START DATE	FINISH DATE
Programming / Schematic Design	May 1, 2012	June 6, 2012
IPP Submittal	May 1, 2012	June 15, 2012
Fund Raising Package	May 1, 2012	June 30, 2012
Design Documents	Not included in this PAA	Not included in this PAA
Construction Documents	Not included in this PAA	Not included in this PAA
Bidding	Not included in this PAA	Not included in this PAA
Construction Administration	Not included in this PAA	Not included in this PAA
Post Construction	Not included in this PAA	Not included in this PAA

**MONTEREY PENINSULA COMMUNITY
COLLEGE DISTRICT, a California
Community College District**

John Sergio Fisher & Associates, Inc.

By: _____
Stephen Ma

By: _____
John Fisher, AIA

Title: Vice President, Administration Services

Title: President

Dated: _____

Dated: _____

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. J

Administrative Services
College Area

Proposal:

That the Board authorize a Notice of Intent to enter into a lease agreement with the Monterey Bay Certified Farmers Market, Inc., at \$186.54 per week for the period of July 1, 2012 through June 30, 2013 and direct staff to publish the Notice of Intent in a newspaper of general circulation once a week for three consecutive weeks commencing with the week of May 28, 2012.

Background:

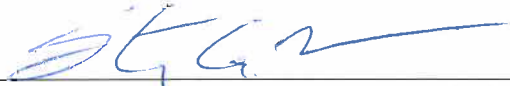
The Monterey Bay Certified Farmers Market, Inc. is an Internal Revenue Code (IRC) Section 521 farmers' cooperative organization. A farmers' cooperative organization, under provisions of IRC 521, is operated for the purpose of marketing the products of its members or other producers, and returning to them the proceeds of sales, less necessary market expenses, on the basis of either the quantity or the value of the products furnished by them.

In accordance with Education Code Section 81378.1, the Board may enter into a lease agreement with the Monterey Bay Certified Farmers' Market inc. for a period of between six days and five years. Prior to entering into a lease agreement pursuant to the provisions of Section 81378.1 the Board is to identify how fair market value is determined and publicly advertise its intent to enter into a lease. The attached resolution developed to comply with the requirements of Education Code section 81378.1, has been utilized in previous years with this lease agreement approval. Both parties may terminate this agreement and must do so in writing with a minimum of thirty days notice.

The Monterey Bay Certified Farmers Market, Inc. has leased a parking lot from the District for many years for the purpose of selling produce to the local community. The current agreement provides for a rental fee of \$175 per week and the last fee increase occurred in July 1, 2006. The rental rate charged by Cabrillo College to this same market operator is \$300 per week, most recently renegotiated for 2010-11. Cabrillo College's Farmers Market has nearly twice the number of vendors as the MPC market. The Alvarado Street Farmers Market (Old Monterey Business Association) last raised their fees by approximately 5% for 2010-11 as well. While no rental fee increase is being recommended to the current fee of \$175 per week, MPC is charging the Monterey Bay Certified Farmers Market, the Market has agreed to pay an additional \$600 for the year for the use of college personnel to assist with traffic and parking enforcement efforts expended during the first two weeks of fall and spring semesters. This fee will be divided over the twelve months and added to the weekly \$175 rental fee for a new total of \$186.54.

Budgetary Implications: This agreement will now generate approximately \$9,350 in income per year, from which \$600 will be used to offset the cost of parking and traffic enforcement.

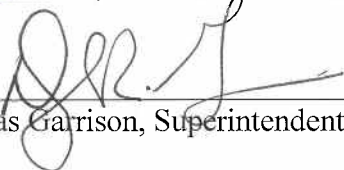
Resolution: **BE IT RESOLVED,** That the Board authorize a Notice of Intent to enter into a lease agreement with the Monterey Bay Certified Farmers Market, Inc., at \$186.54 per week for the period of July 1, 2012 through June 30, 2013 and direct staff to publish the Notice of Intent in a newspaper of general circulation once a week for three consecutive weeks commencing with the week of May 28, 2012.

Recommended By: 

Stephen Ma, Vice President for Administrative Services

Prepared By: 

Suzanne Ammons, Administrative Assistant

Agenda Approval: 

Dr. Douglas Garrison, Superintendent/President

RESOLUTION

WHEREAS, Monterey Peninsula Community College District, under the authority of the Education Code Section 81378.1 may enter into a Facility lease agreement for a period of time between six days and five years, and,

WHEREAS, Education Code Section 81378.1 requires that lease agreements made under the provisions of that article be established with a rental rate equal to fair market value, and,

WHEREAS, the fair market value has been determined to be \$186.54 per week based on a comparison of rates charged by other organizations for the purpose of hosting a farmers market value, and,

WHEREAS, the Monterey Peninsula Community College District intends to enter into a lease agreement with the Monterey Bay Certified Farmers Market, Inc., for the period July 1, 2012 through June 30, 2013, at a rental rate of \$186.54 per week.

NOW, THEREFORE

BE IT RESOLVED that the Governing Board of Monterey Peninsula Community College District hereby approves a Notice of Intent to enter into a lease agreement with Monterey Bay Certified Farmers Market, and

BE IT FURTHER RESOLVED that the Governing Board intends to take action to enter into this lease agreement at its regularly scheduled Board meeting on June 27, 2012, 3:00 p.m. at the Karas Room, Library and Technology Center, Monterey Peninsula Community College District, 980 Fremont Street, Monterey, California 93940.

Passed and adopted as a resolution by the Governing Board of Monterey Peninsula Community College district, at a meeting held on May 23, 2012.

Chair, Governing Board (Dr. Loren Steck)

Secretary, Governing Board (Dr. Douglas Garrison)

Monterey Peninsula Community College District Governing Board Agenda

May 23, 2012

New Business Agenda Item No. K

Administrative Services
College Area

Proposal:

That the Governing Board ratify the awarding of the Leica Microscopes purchase to JH Technologies in the amount of \$172,034.75. JH Technologies was the only responsive bidder that met District criteria.

Background:

The microscopes are being purchased for the newly renovated Life Science Building. Advertisement for the bid was posted in the Monterey County Herald on April 26, and May 1, 2012. Bid documents were available April 26, 2012 with a due back date of May 11, 2012 at 2 PM.

A team of five faculty and two lab managers have worked over the past year in selecting the microscopes best suited for the newly renovated Life Sciences building, based on the following criteria:

1. Ease of use of the instruments for our students.
2. Quality of the instruments to fulfill a life expectancy of 20 years under regular classroom conditions.
3. Ability to adapt the instruments for camera/video use, where each lab would have a microscope for instructor use equipped with a camera for instruction to the entire lab.
4. Availability and commitment to service the instruments.
5. Feedback from other campuses on the instruments they had selected.


Four microscope manufacturers or distributors (Nikon, Olympus, Leica, and Microscope World) participated in a demonstration of their models for evaluation by faculty and staff. All were encouraged to provide commentary/ feedback relative to quality, ease of use, customer support and suitability of each instrument. Faculty consulted peers at campuses with similar purchase as to the same decision criteria and overall satisfaction with their microscope purchase. After learning of various issues related to quality, durability and lack of customer support, it was determined that the Leica product represented a quality product in a camera system designed for the kind of instructional purposes to be used in our labs. The District was also able to secure a good price with assurance that customer support and service needs would be sufficient.

Budgetary Implications:

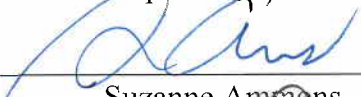
Expenses for the bid will be paid for through bond funds.

RESOLUTION: BE IT RESOLVED, That the Governing Board ratify the awarding of the Leica Microscopes purchase to JH Technologies in the amount of \$172,034.75. JH Technologies was the only responsive bidder that met District criteria.

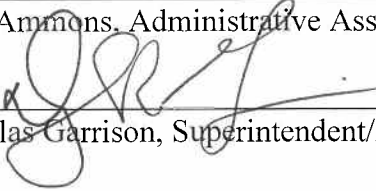
Recommended By: _____


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

May 23, 2012

New Business Agenda Item No. L

Human Resources

Proposal:

That the Governing Board approve the agreement with Alameda County Schools Insurance Group (ACSIG) to participate in the ACSIG Vision Group effective July 1, 2012 and authorize the Vice President for Administrative Services to execute the required documents.

Background:

At the April 25, 2012 meeting the Board authorized the Vice President for Administrative Services to withdraw from the Community Colleges Insurance Group (CCIG), a Joint Powers Authority administered by Keenan & Associates for providing dental and vision benefits. It has been determined that a more beneficial arrangement for providing these benefits is through a participation agreement with Alameda County Schools Insurance Group (ACSIG). ACSIG is a self insurance pool that has been in existence since 1978 and operates programs for property/liability, dental and vision, and workers' compensation.

The vision program serves 18 agencies statewide. Monterey Peninsula College would continue to be self-funded and would reimburse ACSIG for actual vision claims costs in addition to administrative fees to ACSIG and Vision Service Plan. MPC maintains control over the provisions of vision coverage. The advantage of participating in a large pool is to obtain more favorable administrative rates than are available to a small group on its own. There will be no change in the level of benefits to plan participants. The initial contract is for July 1, 2012 through September 30, 2013 and is renewable annually. The agreement may be cancelled for any reason with a 90 day notice.

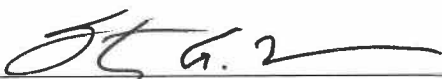
The Health and Welfare Cost Containment Committee recommends this proposal.

Budgetary Implications:

A small increase in costs (\$850 annually) to the self insurance fund for the administration of the vision program is anticipated, which is offset by savings in the dental program.

Resolution: BE IT RESOLVED, that the Governing Board approve the attached agreement with Alameda County Schools Insurance Group (ACSIG) to participate in the ACSIG Vision Program effective July 1, 2012 and authorize the Vice President for Administrative Services to execute the required documents.

Recommended By:



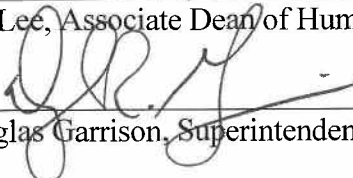
Stephen Ma, Vice President for Administrative Services

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President



EDUCATIONAL DENTAL GROUP ENTERPRISE (EDGE) PARTICIPATION AGREEMENT

Whereas, MONTEREY PENINSULA COLLEGE (hereinafter called "Participating Member") has established a self-funded dental plan, and whereas Participating Member will be enlisting the services of Alameda County Schools Insurance Group (hereinafter called "ACSIG") as a Participating Member of the Education Dental Group Enterprise (hereinafter called "EDGE"), and whereas Participating Member agrees that ACSIG/EDGE has entered into an Administrative Services Agreement with Delta Dental in order to provide eligibility data, forwarding of payments for claims and administrative costs, and to act as a single contract source for all Participating Members who heretofore would have otherwise provided these services independently and directly to Delta Dental; therefore, Participating Member desires to enter into a Participation Agreement (Agreement) with ACSIG/EDGE, effective July 1, 2012 under the following terms and conditions:

I. ACSIG/EDGE's Responsibilities

ACSIG/EDGE shall have the following responsibilities during the term of this Agreement:

A. Enrollment and Eligibility

ACSIG/EDGE, or its designated entity, will be responsible for initial and subsequent enrollment of each Participating Member of ACSIG/EDGE consistent with the eligibility provisions of the Dental Care Service Contract ("Delta Contract") issued to Participating Member. ACSIG/EDGE or its designated entity, will also provide Delta with a monthly list or tape of eligible employees of Participating Member on or before the 10th day of each month.

B. Eligibility Listings

ACSIG/EDGE, or its designated entity, will provide Participating Member with an individual listing of Enrolled Employees of Participating Member on, or about, the last day of the month covering eligibility for the following month.

C. Payment to Delta

ACSIG/EDGE will collect payment for Delta's claims and administrative charges and fees for ACSIG/EDGE's administration services from Participating Members and remit a single payment for claims charges and administrative charges to Delta on a mutually agreed upon schedule.

D. ACSIG/EDGE agrees to allow the Participating Member access to its books and records upon reasonable request.

E. Representation to Delta Dental. ACSIG/EDGE will designate appropriate representatives to act as the contacts with Delta Dental for information dissemination.

F. Continuing Administration. ACSIG/EDGE or its designated entity, will respond to all inquiries regarding enrollment and payment of charges.

G. ACSIG/EDGE will be required to maintain errors and omissions coverage of not less than \$500,000.

H. ACSIG/EDGE will be required to maintain a fidelity bond of not less than \$500,000.

II. Participating Member Responsibilities

A. Eligibility Listings

Participating Member will provide complete eligibility listings and enrollment information to ACSIG/EDGE or its designated entity, along with any necessary changes to employee status (additions, deletions, changes of family status) prior to the 20th day of the month prior to month for which the transactions are effective.

B. Payments for Claims and Administrative Services

1. On a mutually agreed upon day each week, the Participating Member will transmit to ACSIG/EDGE the full amount of Dental Benefits Liability as determined by ACSIG/EDGE from Delta Dental's claim payments report, plus the claims administration expense agreed to by Delta and ACSIG/EDGE, by check or by deposit, or by using other agreed upon methods, that will be deposited into the trust account designated by ACSIG/EDGE.

2. The Participating Member will pay for services of ACSIG/EDGE the amount shown in the fee Schedule attached hereto. ACSIG/EDGE will invoice the Participating Member on a combined basis with B.1. (above), or individually, and shall be paid by the 15th day of the month for which the enrollment

applies. Each following month's invoice will reflect monthly activity including additions or deletions for the previous month's eligibility.

C. **COBRA Eligible Members**

Participating Member shall be responsible for its employees and/or dependents that may elect to maintain benefits under federal or state COBRA provisions. All letters, notifications, election forms and payment tracking required by COBRA and related laws, shall be provided by the Participating Member. Eligible COBRA employees and/or dependents shall be reported to ACSIG/EDGE in the same manner as other eligible employees, with the Participating Member maintaining the responsibility of tracking the various time limits of eligibility.

III. Term of Contract and Termination

- A. The term of this Agreement shall commence on July 1, 2012 and continue through September 30, 2013 or upon cessation of the ACSIG/EDGE contract with Delta Dental, whichever is earlier. The Agreement will renew for one year periods of time on October 1 of each subsequent year subject to the cancellation provisions of the Agreement. Claims and administration costs that are incurred during the term of this contract are the responsibility of the Participating Member.
- B. Either party may cancel this Agreement by giving 90 days written notice to the other party without cause, or upon 30 days notice if a breach of this agreement occurs and is unresolved within 15 days. Cause means a material breach of any provision of this Participation Agreement.
- C. Should either party fail to meet the financial obligation of this Agreement, either party may cancel this Agreement by giving five (5) days notice. Any such cancellation shall be made pursuant to the notice provisions of this Agreement.
- D. Participating Members will be given 30 days notice of a change in fee schedule.

IV. Fees

- A. The fees as shown in Appendix I of this Agreement are guaranteed through the time period indicated in Appendix I or cessation of the contract between ACSIG/EDGE and Delta Dental, whichever is earlier.
- B. Appendix I to this Agreement is hereby incorporated into the Agreement and is to be made a part of the Agreement.

V. Indemnification and Dispute Resolution

- A. The ACSIG/EDGE, who is an independent contractor, shall not be liable for the payment of any unpaid claims or for denial of payment of any claims under the Plan. It is understood and agreed that in the absence of gross negligence the ACSIG/EDGE will not be liable for any error in payment of claims and while the ACSIG/EDGE will attempt to recover any such erroneous payment, it is not required to initiate legal process for recovery.
- B. The ACSIG/EDGE shall use ordinary care and reasonable diligence in the performance of its duties under this Agreement but shall not be liable for any mistake in judgment or other action taken in good faith. In the performance of its duties under this Agreement, the ACSIG/EDGE agrees to indemnify the Participating Member and hold it harmless against any and all loss, damage, and expense resulting from or arising out of the ACSIG/EDGE's gross negligence or dishonest, fraudulent or criminal acts. The ACSIG/EDGE shall maintain adequate errors and omissions coverage.
- C. The sole remedy for resolving any and all disputes arising with respect to or in connection with this Agreement, including any disputes regarding the cancellation or rescission of this Agreement, shall be arbitration as herein provided:
 - (1) All issues for arbitration shall be referred to three disinterested arbitrators, one being chosen by the ACSIG/EDGE one being chosen by the Participating Member and the third chosen by the aforesaid arbitrators. In the event that the first two arbitrators so chosen do not agree as to the third arbitrator within 30 days after both have been appointed as arbitrators, the third arbitrator shall be chosen by the American Arbitration Association. Should either party hereto fail to choose its arbitrator within 30 days after receipt of written notice from the other party requesting it to do so, the requesting party shall name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall present its case to the arbitrators within 30 days following the date of appointment of the third arbitrator.
 - (2) The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law. The decision and award of the majority of the arbitrators shall be final and binding upon the ACSIG/EDGE and the Participating Member. Judgment may be entered upon the award of arbitrators in any Court having jurisdiction.
 - (3) The arbitrators shall be active or retired (i) insurance agents or (ii) officers of insurance companies, and not under the control or management of either party to this Agreement. Arbitration shall take place in San Francisco, California, unless the ACSIG/EDGE and the Participating Member agree otherwise. The United States Federal Arbitration Act applies to this Agreement.

- (4) Each party shall bear the expense of its own chosen arbitrator, and shall jointly and equally bear with the other the expense of the third arbitrator and of the arbitration. In the event that the two arbitrators are chosen by one party, as above provided, the expense of all the arbitrators and the arbitration shall be equally divided between the two parties.
- (5) This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

VI. General Provisions

- A. ACSIG/EDGE is and shall remain at all times an independent contractor with respect to the services being performed pursuant to this Agreement and shall not be considered or otherwise deemed to be an employee or agent of the Participating Member.
- B. This Agreement is legally enforceable solely between ACSIG/EDGE and Participating Member, and shall not be considered or otherwise deemed to create any rights or legal relationship between ACSIG/EDGE and any participant or beneficiary under the Plan.
- C. No waiver or modification of any terms of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.
- D. This Agreement shall in all respects be governed by the laws of the State of California. Venue of any suit or other proceeding hereunder shall be properly placed in Alameda County and both parties waive any objection to venue of any such proceeding therein.
- E. If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys' fees as the tribunal determining the action may award.
- F. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid or enforceable to the fullest extent permitted by law.
- G. Any notices or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, upon being personally delivered, or two days after being placed in the United States mail, postage prepaid, addressed as follows: Alameda County Schools Insurance Group, P.O. Box 2487, Dublin, CA 94568.

IN WITNESS WHEREOF, the Participating Member, Monterey Peninsula College, and Alameda County Schools Insurance Group have caused this Agreement to be signed by duly authorized representatives on this _____ day of _____, 2012.

MONTEREY PENINSULA COLLEGE

By: _____

Title: _____

By: _____

Title: _____

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP/EDGE

By: _____

Title: _____

Appendix I

Fee Schedule

1. ACSIG/EDGE fee is \$0.65 for each employee per month of enrollment.
2. Delta Dental Administration rate is 6.37% of paid claims.

These fees are guaranteed through September 30, 2013.

All fees, as established by ACSIG/EDGE and Delta Dental, are subject to change on October 1 of each year, and will be guaranteed for a 12 month period of time. Participating Member will be invoiced for such fees in accordance with the provisions of the Participation Agreement.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. M

Human Resources

Proposal:

That the Governing Board approve the agreement with Alameda County Schools Insurance Group (ACSIG) to participate in the Educational Dental Group Enterprise (EDGE) effective July 1, 2012 and authorize the Vice President for Administrative Services to execute the required documents.

Background:

At the April 25, 2012 meeting the Board authorized the Vice President for Administrative Services to withdraw from the Community Colleges Insurance Group (CCIG), a Joint Powers Authority administered by Keenan & Associates for providing dental and vision benefits. It has been determined that a more beneficial arrangement for providing these benefits is through a participation agreement with Alameda County Schools Insurance Group (ACSIG). ACSIG is a self insurance pool that has been in existence since 1978 and operates programs for property/liability, dental and vision, and workers' compensation.

The dental program serves 285 agencies statewide. Monterey Peninsula College would continue to be self-funded and would reimburse ACSIG for actual dental claims costs in addition to administrative fees to ACSIG and Delta Dental. MPC maintains control over the provisions of dental coverage. The advantage of participating in a large pool is to obtain more favorable administrative rates than are available to a small group on its own. There will be no change in the level of benefits to plan participants. The initial contract is for July 1, 2012 through September 30, 2013 and is renewable annually. The agreement may be cancelled for any reason with a 90 day notice.


The Health and Welfare Cost Containment Committee recommends this proposal.

Budgetary Implications:

A decrease of approximately \$7800 in annual costs to the self insurance fund is anticipated from this agreement.

Resolution: BE IT RESOLVED, that the Governing Board approve the attached agreement with Alameda County Schools Insurance Group (ACSIG) to participate in the Educational Dental Group Enterprise (EDGE) effective July 1, 2012 and authorize the Vice President for Administrative Services to execute the required documents.

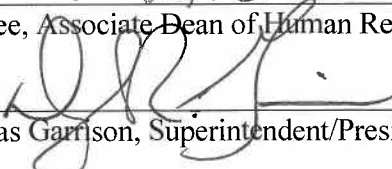
Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Barbara Lee, Associate Dean of Human Resources

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President



ACSIG VISION GROUP SELF-FUNDED PARTICIPATION AGREEMENT

Whereas, MONTEREY PENINSULA COLLEGE (hereinafter called "Participating Member") has established a self-funded vision plan, and whereas Participating Member will be enlisting the services of Alameda County Schools Insurance Group (hereinafter called "ACSIG") as a Participating Member of the Vision Program and whereas Participating Member agrees that ACSIG has entered into an Administrative Services Agreement with VSP in order to provide eligibility data, forwarding of payments for claims and administrative costs, and to act as a single contract source for all Participating Members who heretofore would have otherwise provided these services independently and directly to VSP; therefore, Participating Member desires to enter into a Participation Agreement (Agreement) with ACSIG, effective July 1, 2012 under the following terms and conditions:

I. COVERAGE

- A. Coverage under this program shall be identical to coverage being provided in the individual plans from which the district is transferring.
- B. A district may elect to alter their level of benefits. Should such changes result in an increase in the scope of coverage, ACSIG will adjust the premium rate to reflect this increased risk.

II. MEMBER RESPONSIBILITIES

A. Eligibility Listings

Participating Member will provide complete eligibility listings and enrollment information to ACSIG or its designated entity, along with any necessary changes to employee status (additions, deletions, changes of family status) prior to the 20th day of the month prior to month for which the transactions are effective.

B. Payments for Claims and Administrative Services

- 1. On a mutually agreed upon day each month, the Participating Member will transmit to ACSIG the full amount of Vision Benefits Liability as determined by ACSIG from VSP's claim payments report, plus the claims administration expense agreed to by VSP and ACSIG, by check or by deposit, or by using other agreed upon methods, that will be deposited into the trust account designated by ACSIG.

2. The Participating Member will pay for services of ACSIG the amount shown in the fee Schedule attached hereto. ACSIG will invoice the Participating Member on a combined basis with B.1. (above), or individually, and shall be paid by the 15th day of the month for which the enrollment applies. Each following month's invoice will reflect monthly activity including additions or deletions for the previous month's eligibility.

C. COBRA Eligible Members

Participating Member shall be responsible for its employees and/or dependents that may elect to maintain benefits under federal or state COBRA provisions. All letters, notifications, election forms and payment tracking required by COBRA and related laws, shall be provided by the Participating Member. Eligible COBRA employees and/or dependents shall be reported to ACSIG in the same manner as other eligible employees, with the Participating Member maintaining the responsibility of tracking the various time limits of eligibility.

III. PAYMENT TO VSP

- A. ACSIG will collect payment for VSP's claims and administrative charges from Participating Members and remit a single payment for claims charges and administrative charges to VSP on a mutually agreed upon schedule.
- B. ACSIG agrees to allow the Participating Member access to its books and records upon reasonable request.
- C. Representation to VSP. ACSIG will designate appropriate representatives to act as the contacts with VSP for information dissemination.
- D. Continuing Administration. ACSIG or its designated entity, will respond to all inquiries regarding enrollment and payment of charges.

IV. TERM OF CONTRACT AND WITHDRAWAL

- A. The term of this Agreement shall commence on July 1, 2012 and continue through September 30, 2013 or upon cessation of the ACSIG contract with VSP, whichever is earlier. The Agreement will renew for one year periods of time on October 1 of each subsequent year subject to the cancellation provisions of the Agreement. Claims and administration costs that are incurred during the term of this contract are the responsibility of the Participating Member.
- B. Either party may cancel this Agreement by giving 90 days written notice to the other party without cause, or upon 30 days notice if a breach of this agreement occurs and is unresolved within 15 days. Cause means a material breach of any provision of this Participation Agreement.
- C. Should either party fail to meet the financial obligation of this Agreement, either party may cancel this Agreement by giving five (5) days notice. Any such cancellation shall be made pursuant to the notice provisions of this Agreement.
- D. Participating Members will be given 30 days notice of a change in fee schedule.

V. DENTAL/VISION COMMITTEE

- A. The Dental/Vision Committee shall be made up of members of the ACSIG Board of Directors and shall be responsible for matters relating to the administration and operation of the ACSIG program. The Committee shall be composed of a minimum of three representatives plus the ACSIG Risk Manager.

VI. INDEMNIFICATION AND DISPUTE RESOLUTION

- A. ACSIG, who is an independent contractor, shall not be liable for the payment of any unpaid claims or for denial of payment of any claims under the Plan. It is understood and agreed that in the absence of gross negligence the ACSIG will not be liable for any error in payment of claims and while the ACSIG will attempt to recover any such erroneous payment, it is not required to initiate legal process for recovery.
- B. ACSIG shall use ordinary care and reasonable diligence in the performance of its duties under this Agreement but shall not be liable for any mistake in judgment or other action taken in good faith. In the performance of its duties under this Agreement, ACSIG agrees to indemnify the Participating Member and hold it harmless against any and all loss, damage, and expense resulting from or arising out of ACSIG's gross negligence or dishonest, fraudulent or criminal acts. ACSIG shall maintain adequate errors and omissions coverage.
- C. The sole remedy for resolving any and all disputes arising with respect to or in connection with this Agreement, including any disputes regarding the cancellation or rescission of this Agreement, shall be arbitration as herein provided:
 - (1) All issues for arbitration shall be referred to three disinterested arbitrators, one being chosen by ACSIG one being chosen by the Participating Member and the third chosen by the aforesaid arbitrators. In the event that the first two arbitrators so chosen do not agree as to the third arbitrator within 30 days after both have been appointed as arbitrators, the third arbitrator shall be chosen by the American Arbitration Association. Should either party hereto fail to choose its arbitrator within 30 days after receipt of written notice from the other party requesting it to do so, the requesting party shall name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall present its case to the arbitrators within 30 days following the date of appointment of the third arbitrator.
 - (2) The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law. The decision and award of the majority of the arbitrators shall be final and binding upon the ACSIG and the Participating Member. Judgment may be entered upon the award of arbitrators in any Court having jurisdiction.
 - (3) The arbitrators shall be active or retired (i) insurance agents or (ii) officers of insurance companies, and not under the control or management of either party to this Agreement. Arbitration shall take place in San Francisco, California, unless ACSIG and the Participating Member agree otherwise. The United States Federal Arbitration Act applies to this Agreement.

- (4) Each party shall bear the expense of its own chosen arbitrator, and shall jointly and equally bear with the other the expense of the third arbitrator and of the arbitration. In the event that the two arbitrators are chosen by one party, as above provided, the expense of all the arbitrators and the arbitration shall be equally divided between the two parties.
- (5) This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

VII. GENERAL PROVISIONS

- A. ACSIG is and shall remain at all times an independent contractor with respect to the services being performed pursuant to this Agreement and shall not be considered or otherwise deemed to be an employee or agent of the Participating Member.
- B. This Agreement is legally enforceable solely between ACSIG and Participating Member, and shall not be considered or otherwise deemed to create any rights or legal relationship between ACSIG and any participant or beneficiary under the Plan.
- C. No waiver or modification of any terms of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.
- D. This Agreement shall in all respects be governed by the laws of the State of California. Venue of any suit or other proceeding hereunder shall be properly placed in Alameda County and both parties waive any objection to venue of any such proceeding therein.
- E. If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys' fees as the tribunal determining the action may award.
- F. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid or enforceable to the fullest extent permitted by law.
- G. Any notices or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, upon being personally delivered, or two days after being placed in the United States mail, postage prepaid, addressed as follows: Alameda County Schools Insurance Group, P.O. Box 2487, Dublin, CA 94568.

IN WITNESS WHEREOF, the Participating Member, MONTEREY PENINSULA COLLEGE and Alameda County Schools Insurance Group have caused this Agreement to be signed by duly authorized representatives on this _____ day of _____, 2012.

MONTEREY PENINSULA COLLEGE

By: _____

Title: _____ Date: _____

By: _____

Title: _____ Date: _____

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP

By: _____

Title: _____ Date: _____

APPENDIX I: FEE SCHEDULE FOR SELF-FUNDED GROUPS

MONTEREY PENINSULA COLLEGE

Administration is 15% of paid claims.

These fees are guaranteed through September 30, 2013.

All fees, as established by ACSIG and VSP, are subject to change on October 1 of each year, and will be guaranteed for a 12 month period of time. Participating Member will be invoiced for such fees in accordance with the provisions of the Participation Agreement.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. N

Human Resources
College Area

Proposal:

That the Governing Board receive the annual report on employee demographics.

Background:

A component goal for Human Resources, recommended by the Equal Employment Opportunity Advisory Committee, is an annual presentation to the Board of Trustees on the demographics of the employees at Monterey Peninsula College. The report will be delivered at the Board meeting by Barbara Lee, Associate Dean of Human Resources.

Fiscal Implications:

None.

INFORMATION: Employee Demographics Report.

Recommended By:



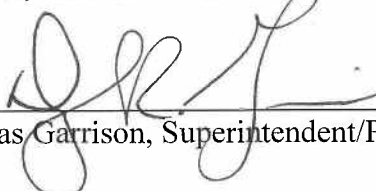
Barbara Lee, Associate Dean of Human Resources

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 3012

New Business Agenda Item No. O

Human Resources

Proposal:

That the Governing Board approve the proposed Adjunct Faculty Hiring Procedures Joint Agreement between the Monterey Peninsula Community College District and the Monterey Peninsula College Academic Senate.

Background:

California Education Code 87360 requires that hiring criteria, policies and procedures for new faculty members be developed and agreed upon jointly by the Academic Senate and the Governing Board. The original agreement on adjunct hiring procedures was approved on September 16, 1991. The need to revise these procedures was recognized several years ago and in fall 2010 the Equal Employment Opportunity Advisory Committee (EEOAC) initiated an examination of the procedures to provide the Academic Senate with recommendations for revision. These recommendations were finalized on March 24, 2011 and provided to the Senate. The Academic Senate convened a committee in Spring 2011 which consisted of faculty and management representatives who spent the next year working on the process. The final draft was reviewed extensively and widely on campus, including Administration, Academic Affairs Advisory Group, and College Council. Following two readings, the Academic Senate approved the draft on April 5, 2012.

Budgetary Implications:

None

Resolution: BE IT RESOLVED, that the Governing Board approve the attached Adjunct Faculty Hiring Procedures Joint Agreement between Monterey Peninsula Community College District and the Monterey Peninsula College Academic Senate.

Recommended By:



Dr. Douglas Garrison, Superintendent/President

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President



Adjunct Faculty Hiring Procedures

JOINT AGREEMENT

between

The Monterey Peninsula Community College District

and

The Monterey Peninsula College Academic Senate

Adopted by the

BOARD OF TRUSTEES

on _____

The attached document represents the joint agreement reached between the Monterey Peninsula Community College District and the Monterey Peninsula College Academic Senate on adjunct faculty hiring procedures. The original joint agreement adopted September 16th, 1991 will be replaced by this newly adopted procedure.

Douglas R. Garrison, Ed.D.
Superintendent/President

Alfred Hochstaedter
Academic Senate President

The proposed revisions to Governing Board Policy, Appendix 5005A (adopted 9/16/1991) reflect the work of the committee which examined this policy from Spring 2011 to Spring 2012. This committee was comprised of Alfred Hochstaedter, Tracie Catania, LaRon Johnson, Brian Brady, Barbara Lee and Andrea Bozant. This proposed policy reflects the current realities in adjunct faculty hiring; recommendations from EEOAC dated 03/24/2011; and updates of job titles and current legal terminology.

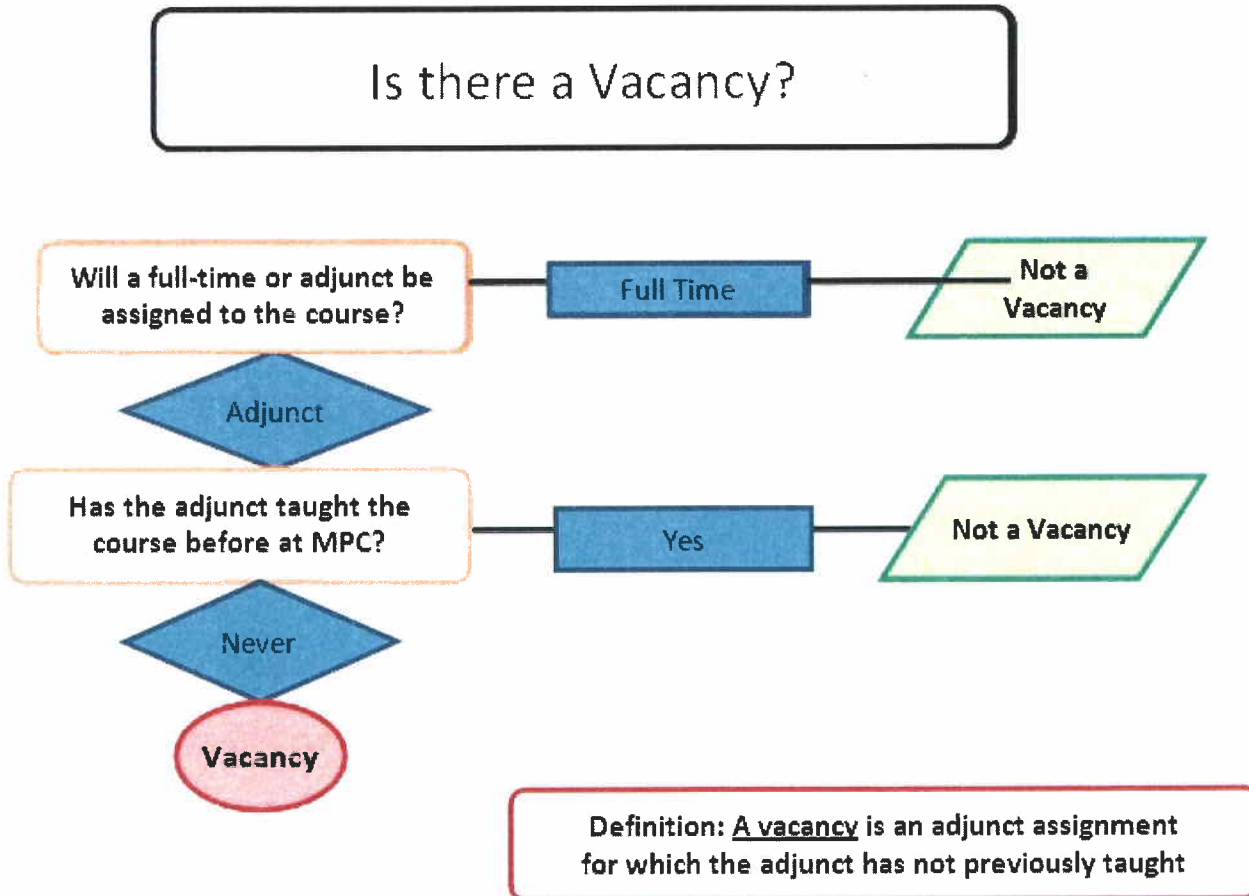
Introduction

The Monterey Peninsula College adjunct hiring procedures are designed to follow the intent of AB1725, ensuring that MPC will select adjunct faculty who can teach, who are experts in the subject matter of their discipline, and who will foster community college effectiveness.

This hiring procedure aims to provide the means for hiring an excellent and diverse adjunct faculty. It promotes the casting of as wide a net as possible to increase the excellence and diversity of applicants in the pool. The procedure values the ongoing pool of applicants by accepting applications at any time for any discipline, but recognizes that qualified people do not always apply for a position unless a specific course with times and dates is specified. In order to expand the pool, committees may choose and are encouraged to run a recruitment at any time and under any circumstances.

The Vacancy

A vacancy is an adjunct assignment for which prospective adjuncts have not previously taught. Please see the vacancy flow chart. MPC may not hire adjunct faculty members who are new to MPC without the identification of a vacancy and consideration of applicants in the pool for the vacancy's discipline.



Preferably, identification of the vacancy occurs during the class scheduling process. If this does not happen, and a vacancy is not identified until there are less than 20 working days until the start of the assignment, the vacancy may be filled using the emergency hiring process. Once a vacancy is identified, a decision is made by the Division Chair on whether or not a recruitment is required.

The Pool

The pool refers to a group of applications that have been collected for a specific discipline and kept on file in HR. Applications are accepted continuously. The pool shall be considered for each vacancy. The pool includes both internal candidates, which include all currently and previously employed adjunct instructors, and external candidates, which include all applicants who have never been employed as adjunct faculty by MPC. To be entered into the pool, all applicants must have submitted a complete adjunct application and meet Minimum Qualifications or the equivalent.

An adequate pool is one that contains three or more external candidates that meet Minimum Qualifications or the equivalent who have not been previously interviewed.. Applications from external candidates shall be kept on file for a minimum of two years by HR.

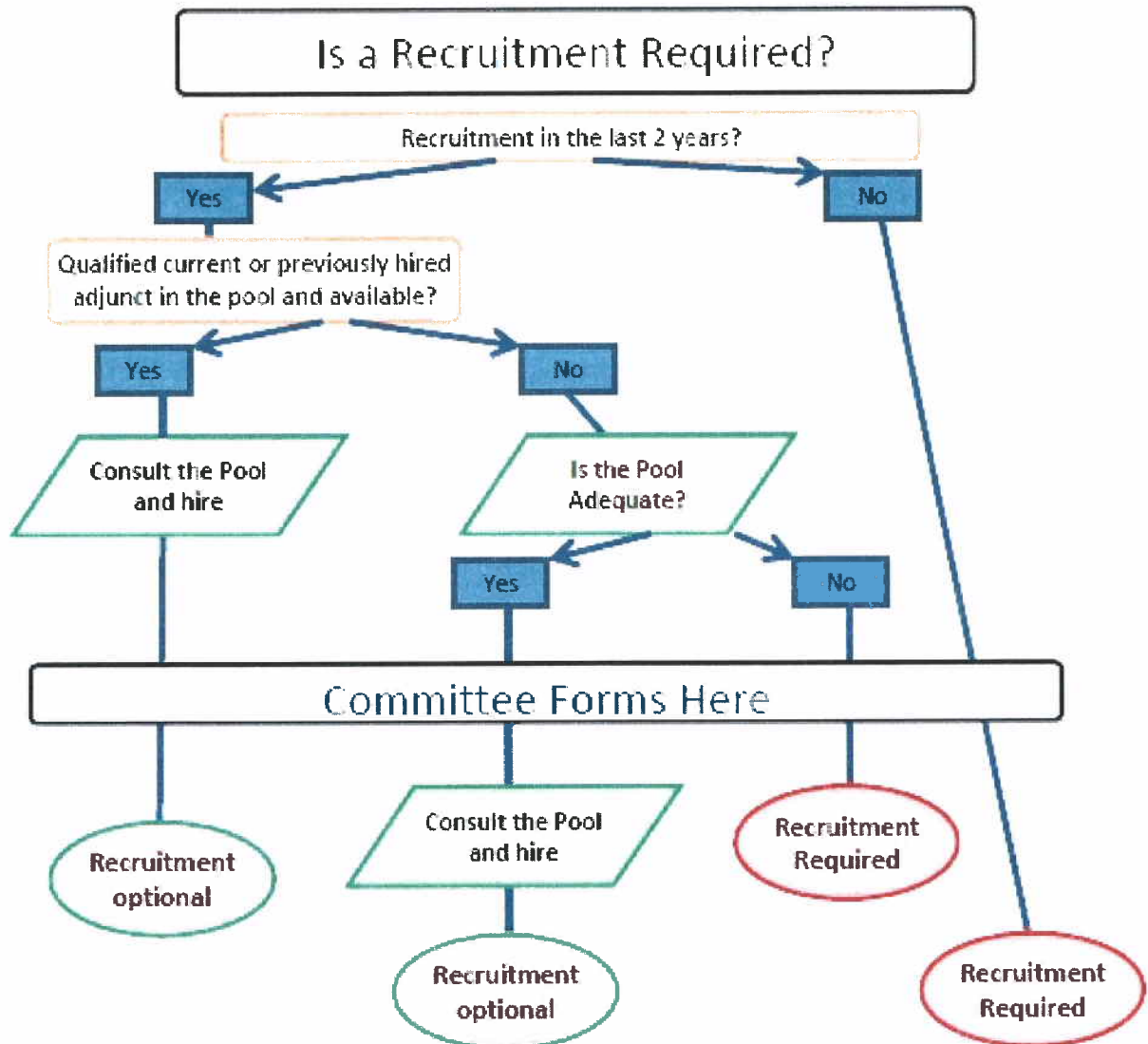
The Recruitment

The District recognizes that recruitment of qualified applicants is a benefit to the academic quality of services provided, and divisions and departments are encouraged to conduct recruitments on a frequent, regular basis. The term "recruitment" refers to the process of advertising and collecting applications for a vacancy. Whereas recruitments can be run at any time and for any vacancy, it is required if the pool is not adequate or if a recruitment has not been run in the last two years.

Please use the recruitment flow chart as a guide in determining whether or not a recruitment is needed for a vacancy. Starting from the top of the diagram, a recruitment is always required if the last recruitment was conducted more than two years ago. If a recruitment was conducted within the last two years, the second decision point is whether or not currently or previously hired adjuncts are in the pool and available. If they are available, the division chair or designee may hire them. Recruitment is optional in this case. If current or previously hired adjuncts are not available, then it must be determined whether or not the pool is adequate (see the pool section above). If the pool is adequate, then a committee may be formed to screen applications from the pool and select which applicants to interview. A recruitment is optional in this case. If the pool is not adequate, a recruitment is required.

The Selection Committee

A selection committee must form when applicants that would be new to MPC are considered. This ensures that more than one faculty member takes part in the interview process to select new faculty members for MPC.



- Definitions:**
- The pool contains all currently and previously employed adjuncts, and external applicants.
 - An Adequate Pool contains three qualified external candidates.
 - A Recruitment means advertising and collecting applications for a vacancy.

The division chair or designee (often a department chair) serves as the committee chair, and selects at least one additional faculty member to serve. At least one of the committee members must be full time, although not necessarily permanent or tenured. The committee must be ethnically or gender diverse, and all members must have participated in EEO hiring committee training or EEO rep training within the

last three years. In addition to the required members listed above, the committee may include as voting members:

- Adjunct faculty (unpaid)
- Students (unpaid)
- Non-probationary classified employees
- Management team members
- Community members, faculty/staff from other colleges or business entities who bring expertise or value to the process (unpaid)

Finally, the Division Chair approves the composition of the selection committee and reports the composition to Human Resources.

Job Announcement

Faculty position announcements have standard language and format determined by the Academic Senate and the administration. Committee chairs shall start with this standard language and, in collaboration with HR, develop a job announcement appropriate for the vacancy. The job announcement must include:

- The following statement welcoming diverse applicants: "Monterey Peninsula College actively seeks a diverse pool of applicants interested in working in an environment which values flexibility, openness to change, collaboration, respect for others and their points of view, and involvement in College activities, all with the goal of meeting the needs of our diverse student population. The District does not discriminate on the basis of ethnicity, national origin, ancestry, sex, religion, marital status, disability, or sexual orientation in any of its policies, practices, or procedures."
- Number and titles of courses to teach
- Kinds of services to provide
- Hours to work
- Minimum Qualifications
- Clear directions for the applicant who believes he/she possesses equivalent qualifications, but does not possess the stated minimum qualifications, to complete the required Equivalency Application
- Language that accurately describes the position in terms of number and titles of courses to teach, the kinds of services to provide, and the hours to work, but does not inappropriately limit the potential pool of qualified individuals
- Clear descriptions of any supplemental application materials desired by the selection committee
- Clear description of how extraneous application materials will be handled by the committee

Advertising

Vacancies will be publicized, as appropriate for the position, in local publications, as well as online job boards and other mass media outlets for maximum exposure to qualified applicants, including those of monitored groups. HR shall present the advertising plan to the committee for review and comment. HR will produce the position announcement and arrange advertising and announcements using available resources as follows:

- Place advertisements in appropriate local publications.

- Send announcements to California Community Colleges, UC and CSU placement offices, advocacy groups representing the interests of monitored groups, and others on the standard email/ mailing list.
- Post advertisements on electronic job boards such as Monterey Peninsula College website, California Community College Registry, other high traffic job boards for higher education or by discipline. Emerging digital resources can be utilized, as deemed appropriate and cost effective.
- Place advertisements or send announcements to places recommended by the discipline experts on the committee.
- Positions shall remain open for a minimum of two weeks.

Minimum Qualifications Review and Equivalency

HR and the committee chair review the applications for minimum qualifications and completeness. If the committee chair determines that a candidate has not provided evidence of having the minimum qualifications, HR informs the candidate of the equivalency process and offers the candidate the opportunity to turn in an equivalency application. If an application is incomplete and there is sufficient time available prior to the committee reviewing the applications, HR will make every effort to inform the candidate as to items needed to complete the application. However, the committee is not required to review incomplete applications.

The committee chair reviews those applications containing an equivalency application and decides whether or not to recommend equivalency. If the chair endorses an application that meets equivalency standards, it will be submitted to the Equivalency Committee for consideration through the equivalency process as defined in the MPC full-time faculty hiring procedure and the equivalency processes.

Paper Screening

The committee shall review and rate all complete applications using a rating form developed by the committee. The size and complexity of the rating form shall depend on the number of applications and the discretion of the committee. A minimum rating form that consists of rating categories for sensitivity to diversity and the overall quality of the applicant is available from HR. More complex rating forms could identify categories for work experience, education, training, experience working with diverse groups, etc.

The committee shall meet as a group to discuss the candidates' qualifications. The discussion shall be strictly on the candidate's qualifications and serve to ensure that no candidate is overlooked by committee members who may have missed important qualifications of a candidate during their individual review. The committee will invite the number of candidates that ensures the most qualified group of applicants is interviewed. There is no minimum or maximum number of candidates who must be invited to interview. When deciding who to interview, the committee shall err on the side of inclusiveness. HR contacts applicants that were not selected for interview.

Interviews

The applicants selected for interview shall be contacted and invited by the committee chair. The same questions must be asked of each applicant, and each applicant must be rated on the same criteria. A list

of example questions that serve as a starting point for committees to develop their own questions to ask each interviewee is available from HR. Follow up questions that serve to clarify responses or probe further into answers are encouraged. Each committee member shall individually rate each of the interview questions.

Teaching positions require a teaching demonstration during the interview process. Committees for non-teaching positions may decide to require a demonstration showing how the applicant would provide appropriate services such as a counseling session. Instructions for the demonstration shall be given to the applicant at the time he/she is invited to interview. The instructions should specify the topic to be taught or service to be provided, the kinds of student who will be the intended audience, and the kinds of technology that are available. Each committee member shall rate the demonstration.

Reference Checks

The committee chair, or designee, is strongly encouraged to conduct reference checks, including former employers. Reference checks shall be limited to position-related criteria.

Finalizing the Selection

The committee shall consider all of the information it has collected and make a decision. The committee chair recommends the selected candidate to the appropriate Dean for confirmation of the process and approval of the committee recommendation, then offers the position to the selected candidate, and receives his/her decision on whether or not he/she accepts the position. If the Dean does not approve the recommendation or the process, the Dean will confer with the committee chair to reach a resolution.

All of the interviewed applicants are contacted by the committee chair and informed of the decision. The committee chair informs HR, the division chair, the DOM, and the appropriate dean as soon as the candidate has accepted the position. Human Resources determines proper salary placement. All of the committee's paperwork, including paper screening forms and interview rating forms, are turned in to HR.

Emergency Hire Procedures

The need to hire adjunct faculty without sufficient notice sometimes occurs. A vacant position that becomes known within 20 working days from the start of the assignment may be filled using the emergency procedures.

In an emergency situation, action may be taken to hire a candidate without going through the full advertisement and screening process described above. An abbreviated screening and interview process may be used as determined by the committee. However, a committee must be utilized and the process should include an interview and a demonstration of teaching or providing services. An emergency adjunct hiring procedure must be approved by the dean overseeing the department. The dean then notifies HR and the committee may start the process by conferring with HR about the exact procedure to be followed.

Following an emergency hire, the department must follow the normal adjunct hiring procedures if they wish to hire the new adjunct faculty member for a following semester, or a vacancy has been identified in the department.

Appendix A: A Glossary of Roles and Responsibilities

Committee Chair

1. Guides the selection committee through the adjunct faculty hiring procedure according to the guidelines as presented in this document.
2. Facilitates committee discussions.
3. Collaborates with HR to draft the job announcement.
4. Facilitates the review of applications for minimum qualifications.
5. Leads committee dialog about handling of incomplete applications, paying special attention to equivalency, and the handling of extraneous application materials that were not specifically requested.
6. Coordinates the screening process, schedules committee meetings, manages the logistics of the process (rooms, times, dates), and facilitates the development of questions and demonstration topics.
7. Contacts the top candidate to inform him/her of the decision and direct him/her to HR for further action.
8. Informs all interviewees of the decision.
9. Performs all other committee duties as outlined in the "Selection Committee Members" section below.

Selection Committee Members:

1. Work in partnership with the other participants to reinforce the importance of confidentiality, fairness, understanding individual biases, eliminating unlawful bias, equal employment opportunity, respect and sensitivity to all cultures, language groups, both genders, and other candidate demographics throughout the process and at its conclusion.
2. Sign confidentiality agreement for selection committee members and comply with its guidelines.
3. Screen applications and participate in the process to select interviewees.
4. Attend all interviews, rate interviewees, and participate in dialog to select the top candidate.
5. Act as agents of the district and obey all laws and regulations related to hiring processes.
6. Observe and monitor the interview/selection process for compliance with district hiring procedures and equal opportunity laws to provide a fair and impartial process.
7. Alert the chair and/or HR of any concerns regarding confidentiality, bias or fairness.

Human Resources:

1. Receives applications and facilitates distribution to committee members.
2. Provides the day to day support for the recruitment process including previous position announcements, advertising, and acting as a resource for questions related to policy or procedure.
3. Works in partnership with the committee chair to provide any required trainings.
4. Communicates with applicants not selected for interview.
5. Handles all documents that need to be kept as a record of the process.
6. Maintains the right to review all documents related to the procedure and to stop or delay the procedure if irregularities occur.

Deans (this refers to whichever dean is appropriate to the hire):

1. Approves the committee recommendation.
2. Confers with the committee chair if the recommendation is not accepted.
3. Approves emergency adjunct hiring.

APPENDIX D: CONFIDENTIALITY AGREEMENT FOR SELECTION COMMITTEE MEMBERS



CONFIDENTIALITY AGREEMENT FOR SELECTION COMMITTEE MEMBERS
CONFIDENTIALITY GUIDELINES

Selection committee deliberations must be kept completely confidential. All applicants are entitled to confidentiality in all communications with the selection committee, whether in person or in writing. Every member of the selection committee must recognize the vital importance of confidentiality to the integrity of the process, and agree to maintain confidentiality during and after the selection process.

Any concerns regarding the qualification of an applicant, adverse information regarding a specific applicant, or violation of confidentiality by a committee member should be addressed immediately and directly to the EEO representative, committee chair or the EEO officer.

Selection committee members agree not to release any confidential information which relates to the selection process, including, but not limited to:

- ◆ Names of persons who have applied for employment with the District;
- ◆ Number of applications received;
- ◆ Application or applicant ratings or status;
- ◆ Any information pertaining to references, results or questions that are asked;
- ◆ Written materials turned in by the applicant;
- ◆ Oral discussions by or about applicants or committee members during or following the interview process.

Any breach of confidentiality may result in the removal of a committee member and abeyance of the selection process. Failure to maintain confidentiality could constitute a violation of federal or state regulations and incur liability on behalf of the District. Any unauthorized disclosure of confidential information by a selection committee member may result in disciplinary action.

I have read and understand the above Confidentiality Agreement and will comply with the guidelines as described above.

Signature

Print Name

Date

Title of Open Position

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. P

Superintendent/President
College Area

Proposal:

Discuss the revised Governing Board Policies Review Process.

Background:

For the past five years, MPC has been actively engaged in a comprehensive review and update of the district's Board policies to ensure compliance with state and federal laws and regulations and to reflect current practice. To accomplish this review:

- A Board Policy Review Process was developed to outline the steps, define roles, and provide for shared governance input.
- The Policy and Communication Committee (PACC) was created and assigned the role of disseminating proposed updates and new policies to constituent groups for review and comment.
- The college subscribed to the board policies and procedures service offered by the Community College League of California to have access to sample policies with legally recommended language.
- Board policies were posted to the college's website and updated with revisions and additions after Board adoption to ensure the campus and the community had access to these public documents.

Current Status and the Challenge

To date, the result of the Board policies review is that 17 policies have been revised and 6 new policies have been added during the past five years. Out of 182 Board adopted policies, 23 or 12% have been addressed. After a policy has been approved by the President/Vice President's Group for dissemination by PACC, the review process has taken an average of 7 months before the policy is adopted by the Board. Based on the time and effort involved, the review and revision of the remaining 159 policies will likely take several years, if the current process is followed. At a rate of five policies per year (based on 23 policies processed over 5 years), the Board policies review will not be completed for 30 years. Even doubling the rate to 10 policies per year would require 15 years for completion.

Meanwhile, the regulatory environment continues to change with laws and regulations being revised or added. As a majority of the existing Board policies were adopted over 20 years ago, in 1988 or 1989, the District's policies represent a different time. Many are out of date. This review is critical to complete to implement the many regulatory changes that have and are occurring and to provide assurance to the campus and the public that MPC's policies are up-to-date, compliant, and accessible. A more efficient system is needed to complete the update expeditiously and to make more effective use of valuable professional time.

Proposal for a New Approach

MPC is not alone in needing current, up-to-date policies to govern college operations. The other 111 colleges in the California community college system are subject to the same laws and regulations. To meet the need for governing policies, the Community College League of California (CCLC) developed a subscription service to provide districts with a set of policies and procedures that are required by state and federal law or regulation. Sixty-seven districts currently subscribe to the service.

CCLC's policy language has been developed and vetted by the League's attorneys. The policies contain the minimum required language and reflect the principle that policies should be broad statements, clear and concise. Policy updates, due to regulatory changes and other legal issues, are provided in February and August of each year.

MPC has subscribed to CCLC's policies and procedure service since 2005. The 23 policies processed to date have utilized CCLC policy language.

MPC has conducted the current Board policies update on a policy-by-policy basis, and the process has proved to be time intensive. The new approach being proposed is to adopt CCLC's policy manual in its entirety, as a replacement for the District's existing policies. This approach will ensure the District has the essential policies in place and the deleting of out-of-date or noncompliant policies will be accomplished more efficiently. The acceptance of the CCLC policy language without revision is advised to safeguard the District and avoid the need for review of language modifications by local legal counsel, saving District legal costs.

Implementation would consist of each of the vice presidents reviewing the policies for their areas with the appropriate advisory groups and the Academic Senate, prior to presentation to College Council. Certain individual policies considered sensitive or where local elaboration or modification is permitted, may be pulled for specific review or analysis. There may also be instances where MPC has a policy not covered by the CCLC service that requires additional consideration. However, the bulk of the policies would be treated as a group, provided routine acceptance, and sent forward for adoption by the Board after approval by College Council.

The existing Board Policy manual appears to have been updated in a similar way – the majority of the policies have adoption dates in 1988 and 1989, indicating policies were adopted as an aggregate.


The new approach was presented to the advisory groups and the Academic Senate for discussion, and College Council conducted two readings prior to approving the revised process on May 1, 2012. The process will go into effect immediately.

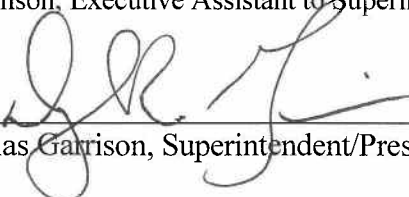
Budgetary Implications:

No direct budgetary impact is anticipated.

INFORMATION: Revised Governing Board Policies Review Process.

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

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. Q

Academic Affairs
College Area

Proposal:

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

Background:

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

Budgetary Implications:

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

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

ARTH 30, Museum Studies and Gallery Practices
GEOL 8L, Earth Catastrophes and Disasters Lab
NURS 204, Supervised Nursing Skills Lab I
NURS 207, Supervised Nursing Skills Lab IV

Recommended By:



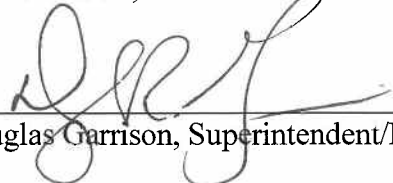
Celine Pinet, Vice President of Academic Affairs

Prepared By:



Michael Gilmartin, Dean of Instructional Planning

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

PROPOSED COURSES AND PROGRAMS

ARTH 30 **Museum Studies and Gallery Practices**

3 units

2 hours lecture; 3 hours lab

Justification

Program review: This is part of the updating and overhauling of the Art Department curriculum. This course provides students with the skills to manage a gallery.

Description

This course investigates the many characteristics of museum and gallery theory and management, including hands-on participation in the MPC Gallery's ongoing productions. Students gain a critical perspective on a wide range of current exhibit approaches, techniques, and issues, as well as knowledge of and experience in the skills of exhibit planning, design, and installation. This course consists of lectures, field trips, and three hours per week of hands-on experience in the MPC Art Gallery.

GEOL 8L **Earth Catastrophes and Disasters Lab**

1 unit

3 hours lab

Justification

Program review. Making GEOL 8 and 8L similar in format to GEOL 2 and 2L.

Description

This course offers fundamental laboratory study and examination of the topics introduced in GEOL 8. Local field trips are required.

NURS 204 **Supervised Nursing Skills Lab I**

0.5 to 4 units

1.5 to 12 hours lab

Justification

Provides supplemental practice opportunities for students at the basic level of the nursing program curriculum.

Description

This course provides the opportunity for students to review current content and procedures taught in first semester level nursing courses, and to participate in supervised practice.

NURS 207

Supervised Nursing Skills Lab IV

0.5 to 4 units

1.5 to 12 hours lab

Justification

Provides supplemental practice opportunities for students at the advanced level of the nursing program curriculum.

Description

This course provides the opportunity for students to review current content and procedures taught in nursing courses, and to participate in supervised practice.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. R

Information Technology & Media Services
College Area

Proposal:

That the Governing Board approve the installation of a commemorative plaque to honor Paul Emenhiser, Director of Information Systems from 1998 to 2006.

Background:

Paul Emenhiser, the Director of Information Systems from 1998 to 2006, was primarily responsible for bringing campus technology into the 21st century.

Information Technology Staff wish to commemorate the many contributions of Paul Emenhiser by the installation of a commemorative plaque in his honor. The plaque would be located above the Data Center door inside the Information Technology Department. Paul Ray Emenhiser passed away in 2006. Donations in his memory of \$1,676 will fund the purchase of the plaque and installation costs.

In accordance with Board Policy 1435 Naming of Buildings and Other Property Components, it is requested that the Board of Trustees approve the installation of the commemorative plaque inside the Information Technology (IT) Offices, above the Data Center door.

Budgetary Implications:

Included in the budget.

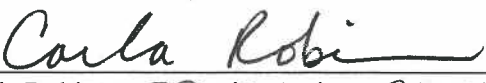
RESOLUTION: BE IT RESOLVED, that the Governing Board approve the installation of a commemorative plaque to honor Paul Emenhiser, Director of Information Systems, 1998-2006.

Recommended By:



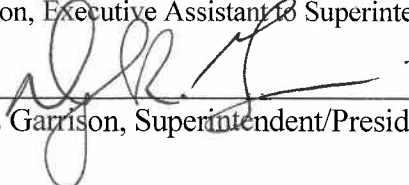
Dr. Sharon Colton, Dean of Information Technology and Media Services

Prepared By:



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

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

1000 SERIES GOVERNING BOARD POLICIES

E. Board Policies

1435 Naming of Buildings and Other Property Components

The Board of Trustees of the Monterey Peninsula Community College District retains authority for naming college facilities and properties. This shall include buildings, portions of buildings, college streets or roads, stadiums, fields and courts, areas of major assembly or activity, malls, and other large areas of campus circulation, and other facilities and properties, which are significant because of their use or visibility.

By May 31 of each year the Board of Trustees (hereafter "The Board") shall identify and set forth in Board Policy 1435 "Naming Opportunities" for interior spaces of campus buildings; such as:

Offices
Conference Rooms
Laboratories
Other key interior spaces

And:

Exterior spaces such as:

Courtyards
Gardens
Streets
Bridges
Stadiums
Athletic Facilities
Decorative Walls
Landscaping Elements

And:

"Naming Opportunities" for campus buildings, monuments, sculptures and other permanent "Objects of Art."

By May 31 of each year the Board shall establish and/or revise the amount of donations that shall be required for naming each Space, Building, or other Objects identified as set forth above.

The Board shall have the authority to name Spaces, Buildings, or other Objects identified above to honor an individual who has rendered exceptional, extraordinary

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

1000 SERIES GOVERNING BOARD POLICIES

E. Board Policies

1435 Naming of Buildings and Other Property Components (continued)

and unique services to the College which justify and warrant permanent recognition.

No such naming shall be approved by the Board until two (2) years after the retirement of an individual who has been employed by the College.

No such naming shall be approved by the Board for a decedent until two (2) years after the death of such individual.

The Board shall consider community, student, faculty, and staff input in the process of selecting names. An advisory committee of citizens and faculty may be appointed to review name suggestions and submit recommendations to the Superintendent/President for the Board's consideration. The Superintendent/President shall be responsible for receiving suggestions for naming buildings and facilities and for the composition of a community, student, faculty, and staff committee.

The Board will utilize the Governing Board sub-committee (two Governing Board members) to work with the Superintendent/President to evaluate and make recommendations for the naming of buildings and facilities.

Namings for gifts shall remain in effect for the life of the facility or unless a significant event or condition warrants changing the name.

Formerly Governing Board Policy 8.4.

Renumbered/Adopted/Revised: September 18, 1990; January 26, 1999; March 28, 2000; April 23, 2002; June 24, 2008.

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. S

Gentrain Program
College Area

Proposal:

For the Governing Board to authorize an MPC employee to travel out of the United States as an instructor of an MPC travel-study course.

Background:

Pursuant to Governing Board Policy 2145, Board authorization is required for out-of-country travel for MPC employees.

Mr. Tom Logan will be leading a Travel Study trip to Turkey, June 7-June 25, 2012. The title of the class is Turkish Mosaic. The purpose of the trip is to offer a travel study tour of Turkey focusing on cultural and archaeological sites and museums.

Budgetary Implications:

None. The Turkish Mosaic trip is already budgeted within Travel Study.

RESOLUTION: BE IT RESOLVED, that Tom Logan be authorized to travel to and within Turkey, June 7-25, 2012, as the instructor of the Turkish Mosaic.

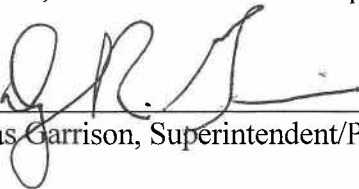
Recommended By: Alan Haffa, Coordinator, Interdisciplinary Program, Gentrain

Prepared By:



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

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

May 23, 2012

New Business Agenda Item No. T

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, Superintendent/President

MPC Governing Board 2012 Calendar of Events

MAY, 2012

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, 3:00-3:50pm, Sam Karas Room
Topics: Demographics and Multi-Site Vision
4:00pm Regular Meeting, Sam Karas Room
Friday, May 25 EOPS/TRiO Recognition Ceremony, 1:00-3:00pm, Music Hall
Monday, May 28 Memorial Day Holiday
Thursday, May 31 Latino Ceremony, 6:00pm, LF103
Thursday, May 31 Asian Student Assn Ceremony, 6:00pm, Sakura Buffet, Salinas

JUNE, 2012

Friday, June 1 Kente Ceremony, 7:00pm, MU 101
Saturday, June 2 Faculty Retirement Breakfast, 8:30am, Marriott Hotel, Ferrante Room
Saturday, June 2 Commencement at 12:00 in Amphitheatre; line-up at 11:30am in Gym
Saturday, June 2 Nurse Pinning Ceremony, 3:00pm, Amphitheatre
Thursday, June 7 Fire Academy Graduation, 3:30pm, CSUMB Ballroom
Monday, June 11 Tour Projects with Citizens' Bond Oversight Committee, 1:30pm
Wednesday, June 27 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room
3:00pm Board Study Session, 3:00-4:00pm, Sam Karas
Topics: Facilities Planning and Citizens' Bond Oversight Committee
4:00pm, Regular Meeting, Sam Karas 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

Thursday, August 23 Flex Day Presentations, 8:00am-12:30pm, LF103

Monday, August 22 Fall semester begins

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

Fri-Thur, December 9-15 Finals; semester ends December 15; Flex Day December 16

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

Friday, December 23, 2012 Winter Break

to Monday, January 2, 2013