

Monterey Peninsula Community College District

Governing Board Agenda

September 26 2012

New Business Agenda Item No. A

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2012-2013 Monthly Financial Reports for the period ending August 31, 2012.

Background:

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

Budgetary Implications:

None.

[X] RESOLUTION: BE IT RESOLVED, that the 2012-2013 Monthly Financial Reports for the period ending August 31, 2012 be accepted.

Recommended By:

[Signature]
Stephen Ma, Vice President for Administrative Services

Prepared By:

[Signature]
Rosemary Barrios, Controller

Agenda Approval:

[Signature]
Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula College

Fiscal Year 2012-13 Financial and Budgetary Report August 31, 2012

Enclosed please find attached the financial reports for the month ending August 31, 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 August 31, 2012 is \$670,844 which is 4.5% less than the same period last fiscal year. Expenditures year-to-date total \$5,562,337 which is .40% less than the same time last fiscal year, for a net difference of -\$4,891,493.

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

Revenues

- The anticipated August apportionment payment is expected to be \$1,084,431.

Expenditures

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

Self Insurance Fund

- Self Insurance expenses are at 13.9% of budgeted expenditures. The expenditure amount is 5.10% less than the amount for the same period last fiscal year. We are early into the fiscal year so there isn't too much activity at this time.

Fiduciary Funds

- All Fiduciary Funds are tracking close to budget.

Cash Balance:

The total cash balance for all funds is \$52,163,138 including bond cash of \$37,609,149 and \$14,553,989 for all other funds. Operating funds cash is \$3,834,442.

The District will be making a transfer of \$1,418,580 from the Self Insurance Fund to the General Fund to make payroll and accounts payable for September. These are budgeted funds.

Other

Fiscal Services is still in the process of closing the books for FY 11-12.

Monterey Peninsula Community College

Monthly Financial Report

August 31, 2012

Summary of All Funds

<u>Funds</u>	Beginning Fund Balance	Revised Budgets 2012 - 2013		Ending Fund Balance	Year to Date Actual 2012 - 2013			% Actual to Budget		Cash Balance
	<u>07/01/12</u>	<u>Revenue</u>	<u>Expense</u>	<u>6/30/2013</u>	<u>Revenue</u>	<u>Expense</u>	<u>Encumbrances</u>	<u>Rev</u>	<u>Exp</u>	<u>8/31/12</u>
General - Unrestricted	\$3,814,300	\$38,143,002	\$38,143,002	\$3,814,300	\$489,866	\$4,816,529	2,707,612	1.3%	19.7%	\$2,962,573
General - Restricted	0	5,224,845	5,224,842	3	0	614,129	109,009	0.0%	13.8%	0
Child Dev - Unrestricted	0	397,970	397,970	0	180,978	47,126	0	45.5%	11.8%	176,368
Child Dev - Restricted	0	174,130	174,130	0	0	12,142	24,143	0.0%	20.8%	0
Student Center	214,409	265,200	265,200	214,409	0	10,872	62,562	0.0%	27.7%	356,038
Parking	92,179	512,000	481,028	123,151	0	61,539	14,665	0.0%	15.8%	339,464
Subtotal Operating Funds	\$4,120,888	\$44,717,147	\$44,686,172	\$4,151,863	\$670,844	\$5,562,337	\$2,917,991	1.5%	12.4%	\$3,834,442
Self Insurance	8,736,186	6,632,229	8,050,809	7,317,606	106,430	1,103,185	19,421	1.6%	13.9%	8,670,924
Capital Project	980,493	757,062	1,654,811	82,744	0	4,026	27,468	0.0%	1.9%	900,292
Building	54,046,985	200,000	31,021,614	23,225,371		1,552,711	13,659,525	0.0%	49.0%	37,609,149
Debt Service	52,285	275,324	275,324	52,285	275,324	68,831	0	100.0%	25.0%	258,779
Revenue Bond	20,905	18,525	18,525	20,905	0	0	0	0.0%	0.0%	21,668
Associated Student	50,475	90,274	90,274	50,475	8,277	2,256	0	9.2%	2.5%	85,671
Financial Aid	12,881	5,500,000	5,500,000	12,881	587,252	587,252	0	10.7%	10.7%	171,025
Scholarship & Loans	272,948	2,500,000	2,500,000	272,948	209,819	192,573	0	8.4%	7.7%	332,480
Trust Funds	293,917	600,000	600,000	293,917	39,119	17,216	0	6.5%	2.9%	228,740
Orr Estate	61,262	50,000	50,000	61,262	6	7,750	0	0.0%	15.5%	49,968
Total all Funds	\$68,649,225	\$61,340,561	\$94,447,529	\$35,542,257	\$1,897,071	\$9,098,137	\$16,624,405	3.1%	9.6%	\$52,163,138

*** BOARD REPORT ***

GENERAL FUND (Unrestricted)

Fund 01

Monterey Peninsula College

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-13				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUES							
8100 FEDERAL	3,310	10,700	0	0	10,700	0.0%	
8600 STATE	12,931,258	20,130,023	533,525	727,984	19,402,039	3.6%	
8800 COUNTY / LOCAL	17,116,493	15,947,048	(239,394)	(238,118)	16,185,166	-1.5%	
8900 INTERFUND TRANSFER IN	2,409,887	2,055,231	0	0	2,055,231	N/A	
TOTAL REVENUE :	<u>\$32,460,947</u>	<u>\$38,143,002</u>	<u>\$294,131</u>	<u>\$489,866</u>	<u>\$35,597,905</u>	1.3%	
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	UNENCUMBERED BALANCE	PERCENT	
CERTIFICATED SALARIES							
1100 TEACHER SALARIES	5,933,452	6,079,625	550,550	550,550	5,529,075	9.1%	
1200 NON TEACHER SALARIES	2,771,752	2,647,925	231,918	333,677	2,314,248	12.6%	
1300 HOURLY TEACHER	5,193,991	5,049,536	247,680	764,739	4,284,797	15.1%	
1400 OTHER HOURLY SALARIES	190,805	266,440	23,318	40,984	225,456	15.4%	
TOTAL CERTIFICATED :	<u>\$14,090,000</u>	<u>\$14,043,526</u>	<u>\$1,053,466</u>	<u>\$1,689,950</u>	<u>\$12,353,575</u>	12.0%	
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	5,727,428	5,951,151	485,064	971,506	4,979,645	16.3%	
2200 INSTRUCTIONAL AIDES	726,424	802,222	60,427	111,217	691,005	13.9%	
2300 HOURLY NON INSTRUCTIONAL	414,719	248,546	28,110	59,339	189,207	23.9%	
2400 HOURLY INSTRUCTIONAL	614,207	647,621	24,463	54,528	593,093	8.4%	
	<u>\$7,482,777</u>	<u>\$7,649,540</u>	<u>\$598,064</u>	<u>\$1,196,590</u>	<u>\$6,452,950</u>	15.6%	

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

GENERAL FUND (Unrestricted) continued

Fund 01

Monterey Peninsula College

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-13					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
3XXX TOTAL FRINGE BENEFITS :	<u>\$4,633,248</u>	<u>\$4,511,147</u>	<u>\$331,675</u>	<u>\$590,599</u>	<u>\$402,178</u>	<u>\$3,518,370</u>	22.0%
<u>SUPPLIES & OTHER</u>							
4300 INSTRUCTIONAL SUPPLIES	203,924	233,059	14,432	17,500	32,741	182,818	21.6%
4500 OTHER SUPPLIES	395,590	370,979	30,124	105,254	147,208	118,518	68.1%
4700 FOOD	<u>3,682</u>	<u>3,720</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,720</u>	0.0%
TOTAL SUPPLIES & OTHER :	<u>\$603,196</u>	<u>\$607,758</u>	<u>\$44,556</u>	<u>\$122,754</u>	<u>\$179,949</u>	<u>\$305,055</u>	49.8%
<u>OTHER</u>							
5100 CONTRACTED SERVICES	1,215,925	2,045,076	3,064	8,617	514,237	1,522,222	25.6%
5200 TRAVEL	123,823	134,691	3,747	7,090	7,005	120,596	10.5%
5300 DUES AND SUBSCRIPTIONS	114,973	168,576	4,775	140,854	0	27,722	83.6%
5400 INSURANCE	359,152	351,099	0	272,204	0	78,895	77.5%
5500 UTILITIES & HOUSEKEEPING	1,083,794	1,238,647	120,726	142,827	1,175,399	(79,579)	106.4%
5600 RENTS & LEASES	516,160	608,962	29,850	135,243	223,561	250,158	58.9%
5700 LEGAL AND AUDIT	115,709	117,400	600	600	30,000	86,800	26.1%
5800 OTHER SERVICES	<u>325,533</u>	<u>440,596</u>	<u>42,771</u>	<u>52,032</u>	<u>173,016</u>	<u>215,548</u>	51.1%
TOTAL OTHER :	<u>\$3,855,071</u>	<u>\$5,105,047</u>	<u>\$205,533</u>	<u>\$759,467</u>	<u>\$2,123,218</u>	<u>\$2,222,362</u>	56.5%
<u>CAPITAL OUTLAY</u>							
6200 BUILDING IMPROVEMENT	22,596	27,301	97	162	1,938	25,201	7.7%
6300 CAPITAL BOOKS & SOFTWARE	137,530	129,500	0	0	0	129,500	0.0%
6400 EQUIPMENT	<u>113,032</u>	<u>27,255</u>	<u>706</u>	<u>706</u>	<u>328</u>	<u>26,221</u>	3.8%
TOTAL CAPITAL OUTLAY :	<u>\$273,158</u>	<u>\$184,056</u>	<u>\$803</u>	<u>\$868</u>	<u>\$2,267</u>	<u>\$180,922</u>	1.7%
<u>TRANSFERS</u>							
7300 INTERFUND TRANSFER OUT	6,416,031	6,041,929	0	456,302	0	5,585,627	7.6%
7600 OTHER PAYMENTS TO STUDENTS	0	0	0	0	0	0	N/A
TOTAL TRANSFERS :	<u>\$6,416,031</u>	<u>\$6,041,929</u>	<u>\$0</u>	<u>\$456,302</u>	<u>\$0</u>	<u>\$5,585,627</u>	7.6%
TOTAL EXPENSE & TRANSFERS :	<u>37,353,480</u>	<u>38,143,002</u>	<u>2,234,096</u>	<u>4,816,529</u>	<u>2,707,612</u>	<u>30,618,861</u>	19.7%
REVENUE OVER EXPENSE :	<u>(\$4,892,533)</u>	<u>(\$0)</u>	<u>(\$1,939,965)</u>	<u>(\$4,326,663)</u>	<u>(\$2,707,612)</u>	<u>\$4,979,044</u>	

*** BOARD REPORT ***

GENERAL FUND (Restricted)

Fund 01

Monterey Peninsula College

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-2013					BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUES								
8100 FEDERAL	1,671,077	2,105,679	0	0	0	2,105,679	0.0%	
8600 STATE	2,030,740	2,398,476	0	0	0	2,398,476	0.0%	
8800 COUNTY / LOCAL	386,725	654,014	0	0	0	654,014	0.0%	
8900 INTERFUND TRANSFER IN	0	66,676	0	0	0	66,676	0.0%	
TOTAL REVENUE :	\$4,088,542	\$5,224,845	\$0	\$0	0	\$5,224,845	0.0%	
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT	
CERTIFICATED SALARIES								
1100 TEACHER SALARIES	45,587	(9,078)	762	762	0	(9,840)	-8.4%	
1200 NON TEACHER SALARIES	863,825	1,008,106	85,291	134,887	0	873,219	13.4%	
1300 HOURLY TEACHER	50,218	81,317	10,545	13,910	0	67,407	17.1%	
1400 OTHER HOURLY SALARIES	131,327	198,076	9,362	15,363	0	182,713	7.8%	
TOTAL CERTIFICATED :	\$1,090,957	\$1,278,421	\$105,960	\$164,922	\$0	\$1,113,499	12.9%	
CLASSIFIED SALARIES								
2100 NON INSTRUCTIONAL	488,557	587,051	49,060	98,169	0	488,882	16.7%	
2300 HOURLY NON INSTRUCTIONAL	311,708	311,365	31,814	56,629	0	254,736	18.2%	
2400 HOURLY INSTRUCTIONAL	123,520	175,836	1,432	31,187	0	144,649	17.7%	
TOTAL CLASSIFIED :	\$923,785	\$1,074,252	\$82,306	\$185,985	\$0	\$888,267	17.3%	

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

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-2013					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
3XXX TOTAL FRINGE BENEFITS :	<u>\$358,699</u>	<u>\$405,183</u>	<u>\$33,998</u>	<u>\$63,069</u>	<u>\$0</u>	<u>\$342,114</u>	<u>15.6%</u>
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	12,850	46,835	41	144	430	46,261	1.2%
4500 OTHER SUPPLIES	29,054	72,832	2,080	3,400	4,339	65,093	10.6%
4700 FOOD	23,389	18,000	5,785	6,857	0	11,143	38.1%
TOTAL SUPPLIES & OTHER :	<u>\$65,293</u>	<u>\$137,667</u>	<u>\$7,906</u>	<u>\$10,401</u>	<u>\$4,769</u>	<u>\$122,497</u>	<u>11.0%</u>
OTHER							
5100 CONTRACTED SERVICES	418,930	620,613	15,656	15,656	88,908	516,049	16.8%
5200 TRAVEL	394,410	383,809	44,925	57,549	0	326,260	15.0%
5300 DUES AND SUBSCRIPTIONS	475	700	4,005	4,955	0	(4,255)	707.9%
5400 INSURANCE	43,639	45,522	0	438	0	45,084	1.0%
5500 UTILITIES & HOUSEKEEPING	242	500	17	17	233	250	50.0%
5600 RENTS & LEASES	7,311	13,000	2,072	9,514	11,099	(7,613)	158.6%
5800 OTHER SERVICES	170,616	167,415	3,087	3,087	4,000	160,328	4.2%
TOTAL OTHER :	<u>\$1,035,623</u>	<u>\$1,231,559</u>	<u>\$69,762</u>	<u>\$91,216</u>	<u>\$104,240</u>	<u>\$1,036,103</u>	<u>15.9%</u>
CAPITAL OUTLAY							
6300 CAPITAL BOOKS & SOFTWARE	0	0	0	0	0	0	0.0%
6400 EQUIPMENT	47,003	269,097	1,643	1,643	0	267,454	0.6%
TOTAL CAPITAL OUTLAY :	<u>\$47,003</u>	<u>\$269,097</u>	<u>\$1,643</u>	<u>\$1,643</u>	<u>\$0</u>	<u>\$267,454</u>	<u>0.6%</u>
TRANSFERS							
7300 INTERFUND TRANSFER OUT	433,953	545,030	90,743	90,743	0	454,287	16.6%
7500 STUDENT FINANCIAL AID PYMT	11,405	35,404	1,560	5,160	0	30,244	14.6%
7600 OTHER PYMTS TO STUDENTS	30,153	248,229	990	990	0	247,239	0.4%
TOTAL TRANSFERS :	<u>\$475,511</u>	<u>\$828,663</u>	<u>\$93,293</u>	<u>\$96,893</u>	<u>\$0</u>	<u>\$731,770</u>	<u>11.7%</u>
TOTAL EXPENSE & TRANSFERS :	<u>3,996,871</u>	<u>5,224,842</u>	<u>394,868</u>	<u>614,129</u>	<u>109,009</u>	<u>4,501,704</u>	<u>13.8%</u>
REVENUE OVER EXPENSE :	<u>\$91,671</u>	<u>\$3</u>	<u>(\$394,868)</u>	<u>(\$614,129)</u>	<u>(\$109,009)</u>	<u>\$723,141</u>	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Unrestricted
 Monterey Peninsula College
 August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-2013				BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUE							
8660 Cal Early Childhood Mentor Prog	0	0	0	0	0	0	0.0%
8800 LOCAL	60,354	61,848	0	0	0	61,848	0.0%
8900 OTHER	450,978	336,122	0	180,978	0	155,144	53.8%
TOTAL REVENUE:	511,332	397,970	0	180,978	0	\$216,992	45.5%
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	102,431	70,385	9,293	17,983	0	52,402	25.5%
2200 INSTRUCTIONAL AIDES	132,760	99,988	8,654	8,685	0	91,303	8.7%
2300 NON INSTRUCTIONAL TEMP	593	9,785	0	0	0	9,785	0.0%
2400 HOURLY INSTRUCTIONAL	55,299	58,692	5,036	10,291	0	48,401	17.5%
TOTAL CLASSIFIED:	\$291,083	\$238,850	\$22,983	\$36,959	\$0	\$201,891	15.5%
3XXX TOTAL FRINGE BENEFITS :	\$74,804	\$61,052	\$6,450	\$10,167	\$0	\$50,885	16.7%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	0	270	0	0	0	270	0.0%
4500 OTHER SUPPLIES	0	2,009	0	0	0	2,009	0.0%
TOTAL SUPPLIES & OTHER:	\$0	\$2,279	\$0	\$0	\$0	\$2,279	0.0%
OTHER							
5400 INSURANCE	0	0	0	0	0	0	0.0%
5600 RENTS. LEASES. AND REPAIRS	0	900	0	0	0	900	0.0%
TOTAL OTHER :	\$0	\$900	\$0	\$0	\$0	\$900	0.0%
OTHER SERVICES AND EXPENSES							
5800 UNSPECIFIC	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.0%
TOTAL UNSPECIFIC	\$0	\$1,000	\$0	\$0	\$0	\$1,000	0.0%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	127,896	93,889	0	0	0	93,889	0.0%
TOTAL TRANSFERS:	\$127,896	\$93,889	\$0	\$0	\$0	\$93,889	0.0%
TOTAL EXPENSE & TRANSFER:	\$493,783	\$397,970	\$29,433	\$47,126	\$0	\$350,844	11.8%
REVENUE OVER EXPENSE :	\$17,549	\$0	(\$29,433)	\$133,852	\$0	(\$133,852)	

*** BOARD REPORT ***
 Child Development Fund
 Fund 04 Restricted
 Monterey Peninsula College
 August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-2013				BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUE							
8100 FEDERAL	62,117	17,000	0	0	0	17,000	0.0%
8690 STATE	122,656	157,130	0	0	0	157,130	0.0%
TOTAL REVENUE:	\$184,773	\$174,130	\$0	\$0	\$0	\$174,130	0.0%
OBJECT CLASSIFICATION	2011-2012 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	5,365	632	1,328	0	4,037	0.0%
2200 INSTRUCTIONAL AIDES	112,038	62,588	7,549	7,957	0	54,631	12.7%
2300 HOURLY NON INSTRUCTIONAL	0	0	0	0	0	0	0.0%
2400 HOURLY INSTRUCTIONAL	0	15,822	0	0	0	15,822	0.0%
TOTAL CLASSIFIED:	\$112,038	\$83,775	\$8,181	\$9,285	\$0	\$74,490	11.1%
3XXX TOTAL FRINGE BENEFITS :	\$33,816	\$25,272	\$2,467	\$2,800	\$0	\$22,472	11.1%
SUPPLIES & OTHER							
4300 INSTRUCTIONAL SUPPLIES	0	0	0	0	0	0	0.0%
4500 OTHER SUPPLIES	2,483	1,087	0	0	5,700	(4,613)	0.0%
4700 FOOD	17,023	16,400	57	57	18,443	(2,100)	0.3%
TOTAL SUPPLIES & OTHER:	\$19,506	\$17,487	\$57	\$57	\$24,143	(\$6,713)	0.3%
OTHER							
5400 INSURANCE	0	299	0	0	0	299	0.0%
5600 RENTS & LEASES	0	0	0	0	0	0	0.0%
5800 OTHER SERVICES	0	0	0	0	0	0	0.0%
TOTAL OTHER :	\$0	\$299	\$0	\$0	\$0	\$299	0.0%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	63,300	47,297	0	0	0	47,297	0.0%
TOTAL TRANSFERS:	\$63,300	\$47,297	\$0	\$0	\$0	\$47,297	0.0%
TOTAL EXPENSE & TRANSFER:	\$228,660	\$174,130	\$10,705	\$12,142	\$24,143	\$137,845	20.8%
REVENUE OVER EXPENSE :	(\$43,887)	\$0	(\$10,705)	(\$12,142)	(\$24,143)	\$36,285	

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

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-13					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUE								
8800 COUNTY / LOCAL	153,759	265,200	0	0		265,200	0.0%	
8860 INTEREST	1,101	0	0	0		0	N/A	
TOTAL REVENUE :	\$154,860	\$265,200	\$0	\$0		\$265,200	0.0%	
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED								
2100 NON INSTRUCTIONAL	20,666	22,710	1,892	3,785	0	18,925	16.7%	
2300 HOURLY NON INSTRUCTIONA	484	0	0	0	0	0	N/A	
TOTAL CLASSIFIED :	\$21,149	\$22,710	\$1,892	\$3,785	\$0	\$18,925	16.7%	
3XXX TOTAL FRINGE BENEFITS :	\$6,355	\$6,851	\$571	\$1,142	\$0	\$5,709	16.7%	
SUPPLIES & OTHER								
4500 OTHER SUPPLIES	(2,993)	1,150	0	0	300	850	26.1%	
TOTAL SUPPLIES & OTHER :	(\$2,993)	\$1,150	\$0	\$0	\$300	\$850	26.1%	
OTHER								
5100 CONTRACT SERVICES	0	0	0	0	0	0	0.0%	
5200 TRAVEL	836	1,500	75	(67)	0	1,567	-4.5%	
5300 MEMBERSHIP	0	75	0	75	0	0	100.0%	
5400 INSURANCE	17,545	17,545	0	0	0	17,545	0.0%	
5500 UTILITIES & HOUSEKEEPING	114,479	148,626	4,895	5,847	61,272	81,507	45.2%	
5600 RENTS & LEASES	4,959	10,898	90	90	990	9,818	9.9%	
5800 OTHER SERVICES	5,000	5,000	0	0	0	5,000	0.0%	
TOTAL OTHER :	\$142,820	\$183,644	\$5,060	\$5,945	\$62,262	\$115,437	37.1%	
CAPITAL OUTLAY								
6400 EQUIPMENT	3,875	3,000	0	0	0	3,000	0.0%	
TOTAL CAPITAL OUTLAY :	\$3,875	\$3,000	\$0	\$0	\$0	\$3,000	0.0%	
TRANSFERS								
7100 DEBT RETIREMENT	18,975	18,525	0	0	0	18,525	0.0%	
7300 INTERFUND TRANSFER	11,784	29,320	0	0	0	29,320	0.0%	
TOTAL TRANSFERS :	\$30,759	\$47,845	\$0	\$0	\$0	\$47,845	0.0%	
TOTAL EXPENSE & TRANSFERS :	\$201,964	\$265,200	\$7,523	\$10,872	\$62,562	\$191,767	27.7%	
REVENUE OVER EXPENSE :	(\$47,104)	(\$0)	(\$7,523)	(\$10,872)	(\$62,562)	\$73,433		

*** BOARD REPORT ***
 Parking Fund
 Fund 39
 Monterey Peninsula College
 AUGUST 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-2013				BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE			
REVENUE							
8800 COUNTY / LOCAL	605,072	512,000	0	0	0	512,000	0.0%
TOTAL REVENUE:	\$605,072	\$512,000	\$0	\$0	\$0	\$512,000	0.0%
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
CLASSIFIED SALARIES							
2100 NON INSTRUCTIONAL	145,867	149,319	12,314	25,228	0	124,091	16.9%
2300 HOURLY NON INSTRUCTIONAL	7,550	56,910	5,089	10,762	0	46,148	18.9%
TOTAL CLASSIFIED :	\$153,418	\$206,229	\$17,403	\$35,990	\$0	\$170,239	17.5%
3XXX TOTAL FRINGE BENEFITS :	\$44,355	\$60,475	\$4,676	\$9,461	\$0	\$51,014	15.6%
SUPPLIES & OTHER							
4500 OTHER SUPPLIES :	\$7,438	12,000	0	0	0	12,000	0.0%
TOTAL SUPPLIES & OTHER:	\$7,438	\$12,000	\$0	\$0	\$0	\$12,000	0.0%
OTHER							
5100 CONTRACTS	0	0	0	0	0	0	0.0%
5200 TRAVEL & CONFERENCE	0	300	0	0	0	300	0.0%
5500 UTILITIES & HOUSEKEEPING	1,189	5,000	91	91	1,109	3,800	0.0%
5600 RENTS & LEASES	7,717	63,200	310	310	944	61,946	0.5%
TOTAL OTHER:	\$8,906	\$68,500	\$401	\$401	\$2,053	\$66,046	0.6%
CAPITAL OUTLAY							
6400 EQUIPMENT	33,031	25,000	0	0	12,612	12,388	0.0%
TOTAL CAPITAL OUTLAY:	\$33,031	\$25,000	\$0	\$0	\$12,612	\$12,388	0.0%
TRANSFERS							
7300 INTERFUND TRANSFER OUT	86,416	108,824	15,687	15,687	0	93,137	14.4%
TOTAL TRANSFERS:	\$86,416	\$108,824	\$15,687	\$15,687	\$0	\$93,137	14.4%
TOTAL EXPENSE & TRANSFER:	\$333,564	\$481,028	\$38,187	\$61,539	\$14,665	\$404,824	15.8%
REVENUE OVER EXPENSE :	\$271,508	\$30,972	(\$38,167)	(\$61,539)	(\$14,665)	\$107,176	

*** BOARD REPORT ***

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

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-13				UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES			
REVENUE							
8800 COUNTY / LOCAL	453,314	476,317	0	0		476,317	0.0%
8860 INTEREST	48,980	0	0	0		0	N/A
8900 INTERFUND TRANSFER IN	6,364,749	6,155,912	106,430	106,430		6,049,482	1.7%
TOTAL REVENUE :	<u>\$6,867,044</u>	<u>\$6,632,229</u>	<u>\$106,430</u>	<u>\$106,430</u>		<u>\$6,525,799</u>	1.6%
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
3XXX TOTAL FRINGE BENEFITS	<u>\$5,881,225</u>	<u>\$6,571,069</u>	<u>\$291,871</u>	<u>\$1,092,420</u>	\$0	<u>\$5,478,649</u>	16.6%
4500 NON-INSTRUCTIONAL SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	N/A
OTHER							
5100 CONTRACTED SERVICES	122,914	0	6,395	10,765	19,421	(30,186)	N/A
5800 OTHER SERVICES	0	0	0	0	0	0	N/A
TOTAL OTHER :	<u>\$122,914</u>	<u>\$0</u>	<u>\$6,395</u>	<u>\$10,765</u>	<u>\$19,421</u>	<u>(\$30,186)</u>	N/A
INTERFUND TRANSFER OUT							
7300 TRANSFER OUT	<u>1,896,564</u>	<u>1,479,740</u>	0	0	0	<u>1,479,740</u>	N/A
TOTAL EXPENSE :	<u>\$7,900,702</u>	<u>\$8,050,809</u>	<u>\$298,266</u>	<u>\$1,103,185</u>	<u>\$19,421</u>	<u>\$6,928,203</u>	13.9%
REVENUE OVER EXPENSE :	<u>(\$1,033,659)</u>	<u>(\$1,418,580)</u>	<u>(\$191,836)</u>	<u>(\$996,755)</u>	<u>(\$19,421)</u>	<u>(\$402,404)</u>	

*** BOARD REPORT ***

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

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-13					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES				
REVENUES								
8600 STATE	30	709,424	0	0		709,424	N/A	
8800 COUNTY / LOCAL	203,019	42,638	0	0		42,638	N/A	
8900 INTERFUND TRANSFER IN	224,874	5,000	0	0		5,000	N/A	
TOTAL REVENUE :	\$427,923	\$757,062	0	0		\$757,062	0.0%	
OBJECT CLASSIFICATION	2011-2012 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
SUPPLIES								
4300 INSTRUCTIONAL SUPPLIES	8,371	5,000	0	0	0	5,000	0.0%	
4500 NON-INSTRUCTIONAL SUPPLIE	37,036	6,710	708	708	7,915	(1,913)	10.5%	
TOTAL OTHER :	\$45,406	\$11,710	\$708	\$708	\$7,915	\$3,087	0.0%	
OTHER								
5100 CONTRACTED SERVICES	600	63,203	0	0	0	63,203	0.0%	
5300 DUES AND MEMBERSHIPS	1,250	0	0	0	0	0	N/A	
5400 INSURANCE	51,205	0	0	0	0	0	N/A	
5600 RENTS, LEASES, REPAIRS	58,354	15,688	2,368	2,368	6,464	6,856	15.1%	
5700 LEGAL,ELECTION, AND AUDIT	0	6,327	0	0	0	6,327	0.0%	
5800 OTHER SERVICES AND EXPEN	0	114,353	0	0	0	114,353	0.0%	
TOTAL OTHER :	\$111,409	\$199,571	\$2,368	\$2,368	\$6,464	\$76,386	4.4%	
CAPITAL OUTLAY								
6100 SITES	0	57,691	0	0	0	57,691	0.0%	
6200 BUILDING IMPROVEMENTS	0	709,424	0	0	0	709,424	0.0%	
6400 EQUIPMENT	39,948	39,764	950	950	13,089	25,725	2.4%	
TOTAL CAPITAL OUTLAY :	\$39,948	\$806,879	\$950	\$950	\$13,089	\$792,840	1.7%	
INTERFUND TRANSFER OUT								
7300 TRANSFER OUT	513,323	636,651	0	0	0	636,651	N/A	
TOTAL EXPENSE :	\$710,086	\$1,654,811	\$4,026	\$4,026	\$27,468	\$872,313	1.9%	
REVENUE OVER EXPENSE :	\$282,163	\$897,749	(\$4,026)	(\$4,026)	\$27,468	\$872,313		

BUILDING				
Building Fund				
Fund 48				
Monterey Peninsula College				
August 31, 2012				
BOND PROJECTS	REVISED	PURCHASE	2012-13	
	PROJECT	ORDER	2012-2013	BUDGET
	BUDGET	OUTSTANDING	PAYMENTS	BALANCE
				BUDGET-PO'S-PYMT
1. Arts Complex	\$0	147,200	61,672	-\$208,872
2. College Center Building	\$0	76,000	19,285	-\$95,285
3. Furniture & Equipment	\$567,463	3,065,341	9,840	-\$2,507,718
4. Humanities, Bus Hum - Student Services Buildi	\$2,569,000	136,415	52,130	\$2,380,455
5. Infrastructure 3 / Miscellaneous	\$1,026,163	73,800	34,140	\$918,223
6. Life Science & Physical Science	\$5,438,815	4,029,422	219,061	\$1,190,332
7. Marina Education Center	\$3,713,511	0	0	\$3,713,511
8. PE Phase II - Gym/Locker Room	\$1,666,132	1,547,814	415,501	-\$297,183
9. Physical Science Building	\$9,705,029	0	0	\$9,705,029
10. Pool/ Tennis Courts	\$381,100	0	0	\$381,100
11. PSTC Parker Flats	\$0	0	0	\$0
12. Student Services Building	\$219,194	0	0	\$219,194
13. Swing Space	\$0	93,677	49,726	-\$143,403
14. Theater Building	\$5,735,207	4,351,364	657,796	\$726,047
15. General Institutional Bond Management	\$0	138,492	33,560	-\$172,052
Total Bond Projects:	\$31,021,614	\$13,659,525	\$1,552,711	\$16,113,535
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 12-13		(\$54,126)		
Balance Used in 11-12		(\$16,955,602)		
Balance Used in 10-11		(\$16,422,183)		
Balance Used in 09-10		(\$13,542,031)		
Balance Used in 08-09		(\$16,415,556)		
Balance Used in 07-08		(\$19,317,846)		
Balance Used in 06-07		(\$20,713,267)		
Balance Used in 05-06		(\$7,641,016)		
Balance Used in 04-05		(\$2,815,134)		
Balance Used in 03-04		(\$2,626,246)		
Balance Used in 02-03		(\$625,834)		
FY 11-12 ytd expense		(\$1,552,711)		
Available Bond Funds		\$35,967,211		

*** BOARD REPORT ***

Other Debt Service Fund
Fund 29
Monterey Peninsula College

August 31, 2012

OBJECT CLASSIFICATION	2011-2012 ACTUAL	2012-13				UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES			
REVENUES							
8600 STATE	0	0	0	0		0	N/A
8860 LOCAL/COUNTY	26,401	0	0	0		0	N/A
8900 INTERFUND TRANSFER IN	<u>275,324</u>	<u>275,324</u>	<u>275,324</u>	<u>275,324</u>		<u>0</u>	100.0%
TOTAL REVENUE :	<u>\$301,725</u>	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$275,324</u>		<u>\$0</u>	100.0%
OBJECT CLASSIFICATION	2011-2012 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>275,324</u>	<u>275,324</u>	<u>0</u>	<u>68,831</u>	<u>0</u>	<u>206,493</u>	25.0%
TOTAL CAPITAL OUTLAY :	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$68,831</u>	<u>\$0</u>	<u>\$206,493</u>	25.0%
TOTAL EXPENSE :	<u>\$275,324</u>	<u>\$275,324</u>	<u>\$0</u>	<u>\$68,831</u>	<u>\$0</u>	<u>\$206,493</u>	25.0%
REVENUE OVER EXPENSE :	<u>\$26,401</u>	<u>\$0</u>	<u>\$275,324</u>	<u>\$206,493</u>	<u>\$0</u>	<u>(\$206,493)</u>	

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

Associated Student Fund

Monterey Peninsula College

August 31, 2012

OBJECT CLASSIFICATION		2010-11			CURRENT MTH REVENUE	2011-12		BALANCE		PERCENT
		PRIOR YEAR ACTUAL	FORECAST BUDGET	REVISED BUDGET		Y-T-D REVENUE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE		
REVENUES										
8000	BEGINNING BALANCE	0	9,000	9,000	0	0		9,000	0.0%	
8001	ASMP C CARD SALES	70,492	50,000	50,000	7,310	5,876		44,124	11.8%	
8005	CAFETERIA/D & L VENDING	6,061	2,119	2,119	0	0		2,119	0.0%	
8006	INTEREST	187	155	155	0	27		128	17.6%	
8010	MISCELLANEOUS	0	0	0	0	0		0	0.0%	
8011	STUDENT REPRESENTATIVE FEES	13,929	11,000	11,000	1,466	2,374		8,626	0.0%	
8013	BOOKSTORE CONTRACT	5,000	5,000	5,000	0	0		5,000	0.0%	
8014	PRIOR YEAR ADJUSTMENT	0	0	0	0	0		0	0.0%	
8015	BUS PASS	22,500	13,000	13,000	0	0		13,000	0.0%	
4999	OTHER INCOME	0	0	0	0	0		0	0.0%	
	TOTAL REVENUE:	\$118,579	\$90,274	\$90,274	8,776	8,277		\$81,997	9.2%	
EXPENSES										
#4000 ASMP C COUNCIL										
	ASMP C COMMUNITY OUTREACH FUND	3,900	500	500	0	0		500.00	0.0%	
	ASMP C GENERAL FUND	45,239	1,000	1,000	0	180		820	18.0%	
	ASMP C OFFICE SUPPLIES FUND	735	8,200	8,200	1,461	2,165		6,035	0.0%	
	ASMP C PROMOTIONS FUND	1,639	0	0	0	0		0	#DIV/0!	
	ASMP C STIPEND FUND	13,850	12,700	12,700	0	0		12,700	0.0%	
	ASMP C STUDENT BENEFITS FUND	8,262	17,700	17,700	2,088	0		17,700	0.0%	
#4007 STUDENT REP. COUNCIL										
	SRC STIPEND FUND	3,880	3,000	3,000	0	0		3,000	0.0%	
	SRC GENERAL FUND	0	3,209	3,209	0	0		3,209	0.0%	
#4104 INTER CLUB COUNCIL-ICC										
	***ICC CLUB ACTIVITY FUND	9,266	7,500	5,940	0	0				
	ICC COMMUNITEE ACTIVITY FUND	6,585	6,500	10,395	0	0		10,395	0.0%	
	ICC EQUIPMENT FUND	1,151	1,500	990	0	1		989	0.0%	
	ICC CLUB EQUIPMENT FUND	2,333	2,400	1,980	0	0		1,980	0.0%	
	ICC SEED MONEY	6,030	6,000	5,940	0	0		5,940	0.0%	
	ICC START UP FUNDS (\$200.00)	3,000	2,335	990	0	0		0	0.0%	
	ICC STIPENDS	800	0	0	0	0				
#4010 ACTIVITIES COUNCIL										
	AC ACTIVITIES FUND	18,850	0	0	0	0				
	AC GENERAL FUND	1,768	15,480	15,840	0	-90		15,930	-0.6%	
	AC PROMOTIONAL ITEM FUND	697	650	450	0	0		450	0.0%	
	AC STIPENDS	1,720	1,600	1,440	0	0		1,440	0.0%	
6560 BANK SERVICES										
	BANK CHARGES	102	0	0	0	0				
	TOTAL EXPENSES:	\$129,807	\$90,274	\$90,274	3,548	2,256		\$81,088	2.5%	
	REVENUE OVER EXPENSE:	\$11,229	\$0	\$0	\$5,228	\$10,533		\$908		
	BEGINNING BALANCE WITH Y-T-D REVENUE					21,822				
	INCOME TO DATE					8,277				
	EXPENSE TO DATE					(2,256)				
	EST. ENDING BALANCE					27,843				

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

Administrative Services
College Area

New Business Agenda Item No. B

Proposal:

That the Governing Board receive the Music Facility Planning Committee report.

Background:

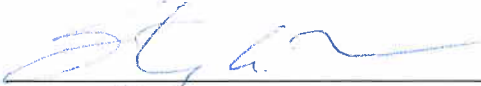
Last spring, the District contracted with John Sergio Fisher & Associates (architect) to develop conceptual plans for a new music facility. The architect met with a planning committee which included faculty, community members, a Monterey Jazz Festival representative, and administration to better understand program and community needs. Over the summer, the architect developed conceptual plans that call for the renovation of the existing music buildings and the construction of a new recital hall.

The Board approved budget for the music facility is \$1.2M. This music budget was based on a program decision to forego a performing arts facility suitable for both music / theater and instead maintain separate facilities for both disciplines. The theater is currently under renovation at a cost of \$9.35M. Recognizing that the remaining music facility budget at \$1.2M is insufficient to meet long term needs, administration has recommended examining other external funding sources to augment the music facility budget. Staff has identified state funding and community donations are possible sources of additional funding.

The Board will be asked to approve an Initial Project Proposal (IPP) application requesting state support (50/50) for the renovation of the existing music buildings based on a projected budget of \$2.5M. This represents Phase 1 of the music facility. Phase 2 is the construction of a new 370 seat recital hall at an estimated cost of \$5.5M. The District will be working with the Foundation to develop a fund raising campaign for the new recital hall.

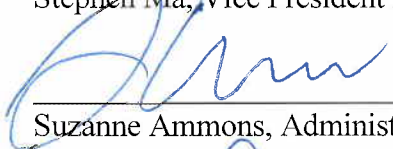
Information: Today's oral report from the Music Facility Planning Committee is to inform the Board of the conceptual plans of the new music facility.

Recommended By:



Stephen Ma, Vice President for Administrative Services

Prepared By:



Suzanne Ammons, Administrative Assistant

Agenda Approval:



Douglas R. Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

Administrative Services
College Area

New Business Agenda Item No. C

Proposal:

That the Board approve the Initial Project Proposal for the Music Facilities – Phase I project, as submitted to the state Chancellor's Office.

Background:

The preparation and filing of the Initial Project Proposal (IPP) with the Chancellor's Office is necessary to qualify a facilities project for future state funding consideration. The purpose of the IPP is to describe the project concept and establish scope and estimated costs. Approval of the IPP by the Chancellor's Office authorizes the District to further refine and develop the project as a Final Project Proposal (FPP); however, no major changes in scope or costs from the IPP are expected. State funding is projected to be available in 2014-15, at the earliest, for IPPs submitted in 2012.

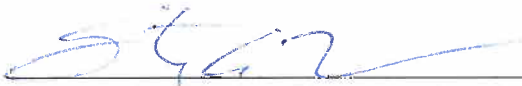
The Music Facilities – Phase I project will modernize the existing facilities by converting the current music recital hall into two rehearsal rooms and remodeling the practice rooms in the existing music lab wing. The choral room will be demolished as the site for a future recital hall. John Sergio Fisher, architect for the project, will be present at the meeting to review the proposed plan for the music building renovation.

Budgetary Implications:

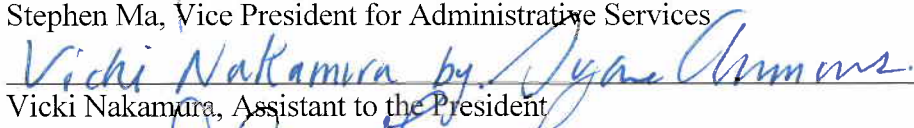
This project is being proposed for 50% funding from the state to be matched with local bond funds budgeted for the music building renovation. The total project cost is estimated at approximately \$2.4 million.

RESOLUTION: BE IT RESOLVED, That the Initial Project Proposal (IPP) for the Music Facilities – Phase I project, as submitted to the Chancellor's Office, be ratified.

Recommended By:


Stephen Ma, Vice President for Administrative Services

Prepared By:


Vicki Nakamura, Assistant to the President

Agenda Approval:


Douglas R. Garrison, Superintendent/President

IPP - Music Facilities Phase I (Monterey Peninsula College/Monterey Peninsula CCD)

District: Monterey Peninsula Community College District
 College / Center: Monterey Peninsula College
 Project Name: Music Facilities
 Project Type: Reconstruction, Infrastructure, Equipment

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2015
Prelim. Plans:	\$44,000	\$44,000	Const. Cost Index: 5643
Working Draw. :	\$56,000	\$56,000	5 yr. Plan Priority: 8
Construction:	\$1,105,000	\$1,105,000	Net ASF: -2,036
Equipment:	\$0	\$0	Total GSF: 7,590
	<hr/>	<hr/>	
Total Cost:	\$2,410,000	\$1,205,000	

Project Description: This project will modernize campus music facilities. Two of the three music facility structures (the current recital hall and the music lab wing) will be renovated and the third structure (choral music room) will be demolished. The existing music facilities were constructed over 40 years ago and are in disrepair; the mechanical, plumbing, and electrical systems, as well as the audiovisual systems need upgrading. The choral music room is in the worst shape of the three structures, due to the sloped terrain and water intrusion. It is 3,630 gross square feet and will be demolished due to the poor condition. The existing recital hall is not ADA compliant and has poor acoustics for performance purposes. The renovation will convert the existing recital hall into two rehearsal rooms, accomplished by demolishing the seating risers and expanding out to the existing deck. The renovation includes an instrument storage room, a control room, voice-over recording booths, and practice rooms. The existing music lab wing renovation will provide a new state-of-the-art MIDI (musical instrument digital interface) lab, remodeled practice rooms and offices, and space for a music library room.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

The modernization of the music buildings has been included as a priority in the District's construction program since the plan was developed following passage of the District's local bond measure in 2002. Completion of this project will support the institutional objective to 'complete facilities plan in support of programs and services.' In the Education Master Plan, this project will support Music Department unit plan goals to refurbish and modernize the Music buildings and modernize the music tech lab with newer computers, internet connectivity and the ability to integrate music theory and keyboard instruction.

Provide the CEQA Status of the project. Check all that apply.

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Type of Project and Qualifying Information:

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Life Safety Project - Required Supporting report is attached to establish imminent danger
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project Design - Constuction and equipment design conform with State design and cost guidelines
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Infrastructure
			Check type of project: <input checked="" type="checkbox"/> New Construction <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Replacement
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	- Loss or failure of infrastructure is imminent.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Master Planning or Project Planning - District's general fund's ending balance is less than 5% of the total general fund
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Instructional Space
			Check type of space: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Replacement <input checked="" type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input checked="" type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Academic Support, Student Services or Adminstrative Space
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Facility Projects
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts
			<input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria
			Other facilities (to complete a balance campus)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- There is an existing facility building in use for this proposed project.

Supplemental Information and Alternatives Explored

- | | | | |
|----------------------------------|-----------------------|----------------------------------|---|
| <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | - There is an existing facility in use for this proposed project. |
| <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | - Cost to reconstruct existing building is more than 50% of cost of a new building. |
| <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | - Usage in the new building will be the same as usage in the building replaced. |
| <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | - Replaced building will be demolished and costs are include in the project. |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | - Alternative instructional delivery system, distance learning, other such means. |
| <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | - District or private funding sources |
| <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | - Other: |



- Total construction period in number of Months:

12

Yes No N/A

Additional Forms/Pages enclosed:

- | | | | |
|----------------------------------|-----------------------|-----------------------|--|
| <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | - District Five-Year Construction Plan or project related pages of said document |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | - Critical Life-safety third party justification |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | - Engineering test or other related documents |
| <input checked="" type="radio"/> | <input type="radio"/> | <input type="radio"/> | - JCAF 32 Cost Estimate Summary and Anticipated Time Schedule |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | - Other FPP related forms: |

District Contact: Stephen Ma Phone No. : 831-646-4040

Date: 9/5/2012 FAX No. : 831-655-2627

Prepared by: Vicki Nakamura E-mail Address: vnakamura@mpc.edu

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Stephen Ma
VP for Administrative Services
Name / Title

Signature / Date

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. D

Administrative Services
College Area

Proposal:

That the Governing Board ratify the District's 2014-2018 Five-Year Construction Plan as submitted to the state Chancellor's Office.

Background:

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

This year's plan includes the submission of an Initial Project Proposal to obtain state funding for the Music building renovation project. The District's plan also continues to reflect the revised facilities construction plan approved by the Board in December 2009; a further update was affirmed in August 2010. The revised plan relies primarily on local funds for completion; the need for state funding has been reduced by modifying the scope of some projects and lowering project cost estimates due to the recent favorable bid climate. Out of the 11 projects planned, 3 projects have been approved for a state funding match: Humanities, Business-Humanities, Student Services; Arts Complex; and Fort Ord Public Safety-Phase II.


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

Budgetary Implications:

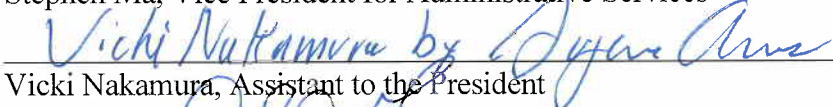
The Five-Year Construction Plan will be funded by a combination of local and state funding.

RESOLUTION: BE IT RESOLVED, That the 2014-2018 Five-Year Construction Plan, be ratified.

Recommended By: _____


Stephen Ma, Vice President for Administrative Services

Prepared By: _____


Vicki Nakamura, Assistant to the President

Agenda Approval: _____


Douglas R. Garrison, Superintendent/President

2014-2018 Five Year Construction Plan
 Monterey Peninsula Community College District
District Projects - Priority Order List

Priority	Project	Funding Source		Total Project Cost	Occupancy Date
		State	Non-State		

Monterey Campus	1	Humanities, Business-Humanities, Student Services	\$3,318,000	\$3,296,000	\$6,614,000	2013/2014
	2	Swing Space	***	\$4,600,000	\$4,600,000	2014/2015
	3	Arts Complex	\$8,809,000	\$8,806,000	\$17,615,000	2015/2016
	5	Life and Physical Science Buildings	***	\$14,500,000	\$14,500,000	2012/2013
	6	Theater/Performing Arts Center	***	\$9,305,000	\$9,305,000	2012/2013
	7	Physical Education - Locker Rooms	***	\$3,900,000	\$3,900,000	2012/2013
	8	Music Facilities	\$1,205,000	\$1,205,000	\$2,410,000	2017/2018
	9	Student Center Renovation	***	\$4,000,000	\$4,000,000	2014/2015
	10	Physical Education - Pool/Tennis Courts	***	\$2,000,000	\$2,000,000	2013/2014
	11	Infrastructure/Parking - Phase III	***	\$6,466,000	\$6,466,000	2014/2015
	Subtotal for Monterey Campus		\$13,332,000	\$58,078,000	\$71,410,000	

Ft. Ord Center	4	Ft. Ord Public Safety - Phase II	\$9,736,000	\$9,733,000	\$19,469,000	2015/2016
	Subtotal for Fort Ord Center		\$9,736,000	\$9,733,000	\$19,469,000	

9/1/2012

TOTAL	\$23,068,000	\$67,811,000	\$90,879,000
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Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. E

Superintendent/President
College Area

Proposal:

The Governing Board approve naming of the lobby area of the renovated MPC Theatre in honor of Dorothy Dean Stevens.

Background:

Board Policy 1435 Naming of Buildings and Other Property Components assigns to the Governing Board the authority for naming college facilities and properties. The MPC Foundation and the President's Office have collaborated on developing naming opportunities for facilities projects built or renovated as part of the college's Facilities Master Plan. This collaboration has involved development of proposals designed to match the interests of the college and prospective donors.

This effort has resulted in a proposed naming of the lobby of the renovated MPC Theatre in honor of Dorothy Deans Stevens. Ms. Stevens enjoyed a life-long devotion to dance and had a distinguished history of dance on the Monterey Peninsula. In 1947 she established the Dorothy Dean School of Dance where a generation of Peninsula children studied ballet. Many also benefitted from her tutelage in Cotillion classes and student tours that she led to Europe. She directed three ballet tours to Europe in 1953, 1956 and 1958. During her European trips, she arranged for ballet study in London and Paris and exposed her students to performances and lectures on the art and culture of the region. In 1962, she sold her ballet school. In 2008 she published a book titled "Dancing Through Life: On the Monterey Peninsula and Beyond" that chronicled her life and the many connections she made through dance.

To honor her memory and devotion to dance, theatre, and the creative arts, the family of Dorothy Dean Stevens wishes to donate \$150,000.00 to the college which would be recognized by naming the lobby of the renovated MPC Theatre on behalf of Dorothy Dean Stevens. The funds will be designated as an endowment to support faculty advancement in dance, theatre, and the creative arts. The MPC Foundation will manage this fund based on the Monterey Peninsula College Foundation Endowment Policy. This proposal has been reviewed and approved by the chair of the Theatre Department.

Budget Implications:

No general fund resources are required.

RESOLUTION: BE IT RESOLVED that the Governing Board approve naming the lobby area of the renovated MPC theatre in honor of Dorothy Dean Stevens.

Recommended By: _____

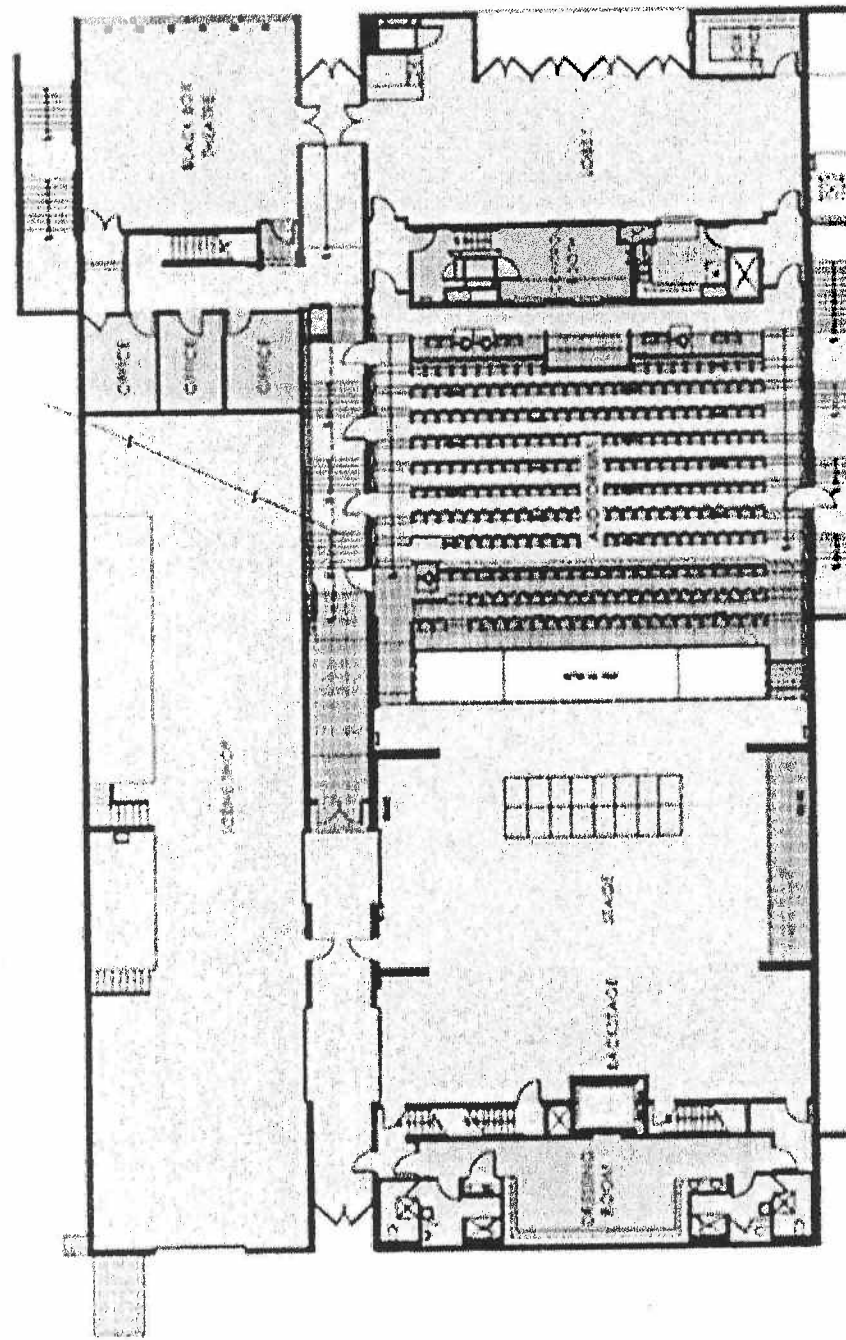
Robin Venuti, Executive Director, MPC Foundation

Prepared By: _____

Dr. Douglas Garrison, Superintendent/President

Agenda Approval: _____

Dr. Douglas Garrison, Superintendent/President



Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. F

Administrative Services
College Area

Proposal:

That the Governing Board approve Resolution No. 2012-2013/25 in conjunction with the Request For Proposals for a joint occupancy facility located on Parking Lot A of Monterey Peninsula College, 980 Fremont, Monterey, CA 93940.

Background:

The community college system has experienced significant revenue cuts over the past three years as a result of a deep national and state recession. Starting in 2009-2010, MPC has experienced an ongoing reduction in state revenues of \$5.4M. This could increase to \$6.3M if Proposition 30 does not pass in November. The restoration of these funds is unlikely for years to come and the continued reliance on state funding will undermine the fiscal stability of this institution. In light of these budgetary pressures, MPC should consider other entrepreneurial revenue sources to augment state support.

At the August 22, 2012 Regular Board Meeting, the Governing Board received information related to a Letter of Intent (LOI) with the Automotive Heritage and Preservation Foundation (AHPF) to investigate development of a private/public partnership. The Board directed staff to develop a Request for Proposals to examine private/public partnerships in the form of a joint occupancy facility. Joint occupancy facilities are permitted and regulated by Education Code Sections 81390, 81392, and 81400. The Board resolution and Request for Proposals were developed with the assistance of District legal counsel, Public Agency Law Group.

The RFP is the first step in a long series of actions and determinations that the board will have to consider before any type of private / public partnership is formalized. The advertisement of the RFP and examination of proposals does not obligate the District to any legal or financial commitments at this point. The RFP has been advertised in the Monterey Herald and is now available for dissemination. Administration is working on identifying other conduits for the appropriate distribution of this RFP.

Below is a conceptual time table for the processing, examination and negotiation of a Joint Occupancy Agreement:

RFP advertised and issued	September 14, 2012 (see attached)
Proposal Development	September 14, to October 31
Proposals Due to District	October 31, 2012
Review and Evaluation of Proposals	October 31 to December 12
District Board Approval of Selection	December 12, 2012
Negotiation of ERNA	January, 2013
District Board Approval of ERNA	February, 2013
Negotiation of JOA	March, 2013 to April, 2013
District Board Approval of JOA	May, 2013
Commencement of Development Activities	June, 2013.

Budgetary Implications: None at this time.

RESOLUTION:

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 2012-2013/25
PARKING LOT A
JOINT OCCUPANCY REQUEST FOR PROPOSALS**

WHEREAS, the primary source of District operating budget is through funds allocated to the District by the State of California.

WHEREAS, the District has experienced significant reductions in budget funds allocated to the District by the State of California.

WHEREAS, the budget funding reductions sustained by the District threaten the long term fiscal stability of the District and the District's continuing ability to meet its core educational mission.

WHEREAS, the District does not anticipate improvement or augmentation of the budget reductions in the foreseeable future; the District anticipates future additional reductions in budget funds allocated to the District by the State of California.

WHEREAS, to mitigate the effect of State of California budget reductions, the District should consider all available alternatives and opportunities to augment State of California budget funds which are consistent with limitations or requirements established by applicable law, such alternatives or opportunities may include, without limitation, District entrepreneurial activities, District participation with public or private entities in revenue generating activities and/or maximizing revenue generated by the District's real property assets.

WHEREAS, Education Code §§81390 et seq authorizes the District to enter into agreements with private sector entities for the joint occupancy of District real property by the District and private sector entities.

WHEREAS, Education Code §81394 establishes authority of the District to require, as part of any joint occupancy agreement that the private sector joint occupant of District property construct building(s) for joint use by the District and the private sector joint occupant.

WHEREAS, Education Code §81393 limits the term of joint occupancy agreements to a maximum term of sixty six (66) years.

WHEREAS, the real property assets of the District includes certain real property commonly described as Parking Lot A, located at 980 Fremont Street, Monterey, California 93490 and identified by the Monterey County Assessor's Office as APN 001-781-023 ("Parking Lot A").

WHEREAS, the District's current, existing use of Parking Lot A for parking purposes does not reflect the "highest and best use" of the real property upon which Parking Lot A is situated; the term "highest and best use" as used herein is as defined by the Appraisal Institute as the reasonably probable and legal use of property that is physically possible, appropriately supported and which results in the highest valuation of the real property asset.

NOW THEREFORE BE IT HEREBY RESOLVED that the Board of Trustees of Monterey Peninsula Community College District hereby adopt the following Resolutions:

RESOLVED, to augment State of California budget fund reductions, the District must consider alternatives uses of Parking Lot A in order to achieve the highest and best use of Parking Lot A and the real property upon which Parking Lot A is situated.

FURTHER RESOLVED, that joint occupancy of Parking Lot A by the District and a private sector entity provides a potential alternative for the District to generate revenue and achieve the highest and best use of the Parking Lot A real property.

FURTHER RESOLVED, that the District's Superintendent or such District staff member(s) designated by the Superintendent are authorized and directed to prepare and issue a Request for Proposal (RFP) soliciting responsive proposals from private sector entities for the joint occupancy of Parking Lot A.

FURTHER RESOLVED, the RFP shall include without limitation: (i) incorporation of requirements and limitations conforming to Education Code §81390 et seq.; (ii) require identification of the proposed use(s) of joint occupancy facilities by the private sector proposer; and (iii) identify potential uses of the joint occupancy facilities by the District for the District's academic programs or other District purposes.

FURTHER RESOLVED, upon receipt of proposals in response to the RFP, the District's Superintendent or such District staff member(s) designated by the Superintendent are authorized and directed to evaluate such proposal(s) to determine which proposal is in the best interests of the District.

FURTHER RESOLVED, that upon completion of the RFP solicitation, proposal and proposal review process described in the foregoing Resolutions, the District's Superintendent or such District staff member(s) designated by the Superintendent shall present a report of findings and conclusions to the District's Board of Trustees at a regularly scheduled meeting of the Board of Trustees for further review, consideration and evaluation by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board approve Resolution No. 2012-2013/25 in conjunction with the Request For Proposals for a joint occupancy facility located on Parking Lot A of Monterey Peninsula College, 980 Fremont, Monterey, CA 93940.

APPROVED AND ADOPTED by the Board of Trustees of Monterey Peninsula Community College District this ____ day of _____, 2012 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Secretary/Clerk, Board of Trustees,
Monterey Peninsula Community College

Recommended By:



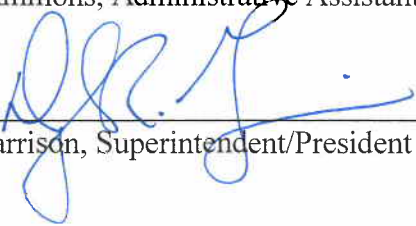
Stephen Ma, Vice President for Administrative Services

Prepared By:



Suzanne Ammons, Administrative Assistant

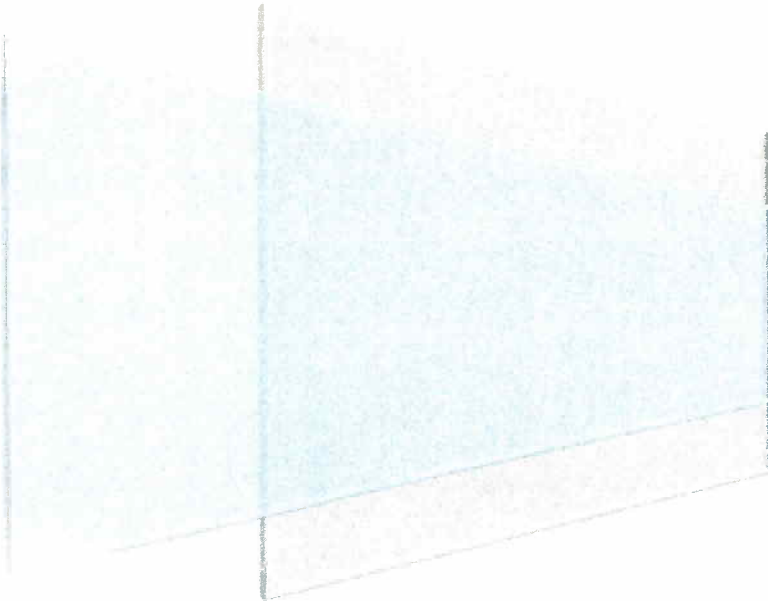
Agenda Approval:



Douglas Garrison, Superintendent/President

Request for Proposals (RFP)

**Joint Occupancy Facility located on Parking Lot A
of Monterey Peninsula College, 980 Fremont
Street, Monterey, CA 93940**



Solicitation of Proposals: The Monterey Peninsula Community College District (District), a public agency, is soliciting proposals from a qualified developer (Developer / Proposer), to enter into an Exclusive Rights Negotiating Agreement (ERNA) with the District which will result in the development and formation of a Joint Occupancy Agreement (JOA) between the District and the Developer for the Developer to design, construct and operate facilities on the District property described herein. The facilities subject to the JOA are referenced collectively or in part herein as "the Project". The JOA will be in accordance with all applicable requirements of California Education Code Sections 81390, 81392, and 81400. The District has not established specific requirements relating to the term/duration of the JOA, but in no event will the term/duration of the JOA exceed sixty six (66) years.

Goals of the District / Development Objectives: The Governing Board of Monterey Peninsula Community College District has adopted a resolution authorizing this RFP. The resolution identifies a number of District goals related to the joint occupancy facility including:

- A facility and facility uses that complement and enhance the District's academic programs, supporting the educational functions of the District and its commitment of services to the students.
- A facility and facility uses that will be consistent with the District's mission statement. *"Monterey Peninsula College is committed to fostering student learning and success by providing excellence in instructional programs, facilities, and services to support the goals of students pursuing transfer, career, basic skills, and life-long learning opportunities. Through these efforts MPC seeks to enhance the intellectual, cultural, and economic vitality of our diverse community"*
- A facility and facility uses that will improve the long term fiscal stability of the District.
- A facility that represents the Highest and Best Use of the Land as defined by the Appraisal Institute.
- A facility that will be harmonious with adjacent District facilities and land uses as well as the broader surrounding Monterey community.

These goals will be used to develop criteria for evaluating the request for proposals. The District encourages developers to demonstrate creativity and new ideas in proposals for planning, design, construction and operation of the facilities.

All planning and entitlement costs for the proposed Project will be borne by the Developer which include, but are not limited to, compliance to California Environmental Quality Act (CEQA),

mitigation measures identified in CEQA, and legal /real property consultants representing the District. Under no condition will the District bear any cost in the planning or entitling of the Project. Costs incurred by the Developer for planning, obtaining land use entitlements and other similar pre-development activities may be partially reimbursed by the District to the Developer. Any such reimbursement will be subject to mutual agreement between the District and the Developer and incorporated into the ERNA. The foregoing notwithstanding, the Developer will not receive any reimbursement nor shall the District be liable to the Developer for any reimbursement until the Developer has secured all necessary land use entitlements for development of the facilities subject to the JOA.

Property Description and Constraints:

The District Property subject the JOA (JO Site) is located at:

980 Fremont Street

Parking Lot A (Upper and Lower)

Monterey, CA 93940

Parking Lot A (Upper and Lower) currently contain 620 parking stalls for students and staff. The land area is approximately 6.2 acres (see Exhibits A and B). Any loss of parking stalls due to the joint occupancy facility must be replaced at Developer's cost on a ratio of 1:1.5. That is, for every parking stall removed from Parking Lot A, Developer will have to be responsible for providing 1.5 replacement stalls in the areas currently designated as Parking Lot B and/or Parking Lot C. Parking facilities developed in Parking Lot B and/or Parking Lot C shall be subject to limitations, restrictions or other requirements established by the District, including without limitation: (i) the existing access road from Fishnet Road and "drop off area" of the access road, serving the Music Building and the Theater shall remain open and accessible at all times during and after construction of any parking facility on Parking Lot B; (ii) pedestrian and vehicular access to existing improvements situated in Parking Lot C (Automotive Technology Building, Facilities Building and Dance and Adaptive PE Building) shall remain unimpaired during construction of any parking facility on Parking Lot C; and (iii) any parking facility situated on Parking Lot C shall be "set back" from the existing improvements by not less than twenty (20) feet. Parking for the joint occupancy facility must be self-contained within the Site boundaries and must conform with any City of Monterey parking requirements/limitations for the uses/occupancies contemplated for the joint occupancy facility.

The Site is currently zoned R-1-20 and has a General Plan Designation of Public / Semi-Public. Any building, or portion thereof, which is used by a non-public entity, shall be subject to the zoning and building code requirements of the City of Monterey.

The District has been granted a “water credit” of 3.27 acre feet which may be available for the development of the joint occupancy facility.

The District will be the lead agency in the processing of the California Environmental Quality Act (CEQA) requirements for the Joint Use Facilities. The Developer will be responsible, at the Developer’s costs, for preparing appropriate studies and providing information in a complete and timely manner to enable the District to complete its obligations as the “lead agency” for CEQA purposes.

The District makes no representations or warranties as to the condition of the Site or the suitability of the Site for the proposed joint use facility. The selected Developer will be required to accept the Site in its “as is” condition. The foregoing notwithstanding, prior to submittal of proposals responding to this RFP a prospective proposer may request access to the Site for purposes of non-invasive inspection or observations. No invasive inspections or observations of the Site will be permitted during the proposal process. Requests for Site access shall be submitted to Steve Ma no later than October 26, 2012.

General Conditions:

As a general rule, all documents received by District are considered public record and will be made available for public inspection and copying upon request. If you consider any portion of your proposal response to be proprietary or otherwise confidential, please specifically identify such portion submit a written request for determination by the District. Any such determination by the District is final and non-appealable. Please note that submitted financial information will remain confidential and not subject to public disclosure. The District is not liable or responsible for the disclosure of any portion of a response to this RFP, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents.

The District reserves the rights to reject all proposals, select by proposal review only, or interview as needed. Developers may be selected to make a brief presentation or oral interview, after which a final selection will be made.

The Developer with whom the District will enter into the ERNA will be selected on the basis of information provided in the RFP Response, in-person presentations, and the results of the District’s independent research and investigation. Upon selection of a proposal, the District will enter into an Exclusive Rights Negotiating Agreement (ERNA) with the Developer for a prescribed period of time. During this prescribed period, District and selected Developer will endeavor to negotiate mutually acceptable terms and conditions of the JOA. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next developer

selected by the District. The District reserves the right to contract in the manner that most benefits the District.

Project Scope and Requirements:

The following project scope and requirements further refine the Development Objectives identified by the District:

- The Architect(s) for the Developer’s proposed facilities subject to the JOA and for the parking lot replacement will be selected and retained by the Developer, subject to the following: (i) the Architect(s) shall have demonstrated prior experience with the type and nature of facilities proposed by the Developer under the JOA; (ii) the Architect for design of the JOA facilities shall have successfully completed, as the Architect of Record, other similar facilities which are subject to jurisdiction of the Division of State Architect (“DSA”); (iii) the Architect for design of the replacement parking facilities shall have prior experience, as the Architect of Record, for other similar parking facilities which are subject to DSA jurisdiction; (iv) the District shall have no financial or legal liability or responsibility to the Architect(s); (v) the Architect(s) shall be required to obtain professional liability insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate and which designate the District as an additional insured thereunder; (vi) the JOA shall incorporate provisions obligating the Developer to defend, indemnify and hold harmless the District from any legal or financial liability or responsibility to the Architect(s); and (vii) the District shall have the right to reject the Developer’s proposed Architect(s) based on the qualifications, experience or capabilities of the Architect(s) proposed by the Developer for the JOA facilities and/or the parking lot replacement.
- Plans for the joint occupancy facility or related parking structure must be approved by the Division of State Architect (DSA) as well as all local health and safety rules and regulations.
- Facility construction will be competitively bid and will be a “prevailing wage” job.
- Pursuant to Ed Code 81400, the selected Developer will provide financial security to the District either by bond or an irrevocable letter of credit issued by a financial institution acceptable to the District for performance of Developer’s obligations under the JOA.

Proposal Requirements:

The District requires each Proposer to submit proposals clearly addressing all of the requirements outlined in this RFP. The detail of the proposal shall be limited to twenty (20) pages and must include a minimum of five (5) references, which include the address, telephone number, and email address of each reference. Resumes and company qualification brochure data may be added to the 20-page proposal, provided they are located in an Appendix at the back of the proposal.

The Proposal must contain information covering the following:

- A. Cover Letter – The cover letter should include RFP title, the Developer’s name and the submission date.
- B. Team Identification – It is essential that the District understand the experience and capabilities of all key members of the Developer’s team. Clearly state the name, address, email address and phone number who will serve as the contact during the selection process.
- C. Statement of Qualifications
 - *Background Information:* Organizational structure, principal staff and governing board members.
 - *Financial Capability:* The proposal must include the most current 12-month financial statements of the Developer including balance sheets, income statements for the previous two fiscal years.
 - *Project Experience:* Detailed description of the Developer’s experience and capabilities in developing, maintaining and operating proposed joint use facility.
 - *Program Experience:* Developer’s experience in program operation and development.
- D. Concept Statement / Project Budget
 - Provide illustrations, drawings and/or other graphic representations of the proposed layout, square footage and other characteristics of the proposed joint use facility. Include descriptions of the anticipated uses of each discrete area of the proposed joint use facility.
 - Provide a project budget demonstrating funds and funding sources for initial design, construction costs, and annual operating costs for the initial five (5) year period after completing construction of the proposed joint use facility. The project budget must include cost and revenue projections for the following:
 - ✓ Annual lease payments to the District over proposed term. The District recognizes that certain amount of capital will be required for construction and startup and these costs will have to be recovered during the term of the lease. Lease rates will be negotiable depending on capital investment and reasonable rate or return on amortized costs.

- ✓ Soft and hard costs to plan, design and construct the proposed joint facility
 - ✓ Anticipated annual operating expenses for the initial five (5) years of the proposed joint use facility.
 - ✓ Projected facilities annual maintenance and equipment costs for the initial five (5) years of operation of the proposed joint use facility.
 - ✓ Pro forma revenues from sales, admission or membership for the initial five (5) years of operation of the proposed joint use facility.
- Describe the operation of the facility including hours of operation and services provided for private use and the public at large.

Instructions and Schedule for Submittal of Proposals

All proposals shall be signed and sealed by a duly authorized representative of the Developer. The name, email address and mailing address of the individual executing the proposal must be provided.

The District shall not be liable for any expenses incurred by any company in relation to the preparation or submittal of the proposals. Expenses include, but are not limited to, expenses by any proposer in preparing a proposal or related information in response to the RFP; negotiations with District on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, the District shall not be liable for expenses incurred as a result of District's rejection of any proposals made in response to this RFP.

Questions Regarding this RFP

Proposers requiring clarification of the intent or content of this RFP, or on procedural matters regarding the competitive RFP process may request clarification by submitting written email questions marked, "Questions Relating to RFP" and addressed to the contact person listed below. Answers to the questions will be provided to all proposers without identifying the submitter. All requests for clarification must be submitted no later than five (5) days prior to the due date of proposals responding to this RFP; clarification inquiries submitted thereafter will not be responded to by the District.

Steve Ma, VP Administrative Services, Monterey Peninsula College

Email: sma@mpc.edu

The Developer shall be responsible for becoming familiar with the District's requirements for the scope of the project, and rely solely upon his or her own independent judgment, and not upon

any statements or representations may by the District, whether express or implied. The failure or omission of any Developer to acquaint himself or herself with the development and operational requirements of the District shall in no way relieve any Developer from any obligation with respect to this RFP or to the resulting agreement. The submission of a proposal shall be taken *prima facie* evidence of compliance with this section.

The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No proposer shall rely on any oral clarification or modification to the RFP.

Proposal Submission Deadline

Five (5) copies of the proposal will be submitted to the individual below no later than 3pm on October 31, 2012.

Steve Ma
VP Administrative Services
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940

Proposals should be submitted in a fashion that facilitates the making of additional copies. Digital copy of proposal on CD ROM is highly recommended. No faxed or telephoned proposals will be accepted. The District assumes no responsibility for late delivery for any reason whatsoever, including but not limited to weather or traffic conditions, illness, accident, delivery to wrong location, or courier problems.

Proposal Constitutes an Offer

A proposal submitted in accord with instructions constitutes a binding offer subject to the signing of a Joint Occupancy Agreement. Revisions or modification by the Developer of the District's RFP and contract terms and conditions may render the proposal non-responsive.

Evaluation Process and Selection Criteria

The District will conduct the selection process. The Governing Board of the District is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses or to terminate development negotiations at any time. The District reserves the right to request clarification or additional information from individual proposers and to request some or all proposers to make presentations to District staff, community groups, or the Governing Board. As part of the evaluation process, the District expects to interview some, but not necessarily all of the proposers.

The primary basis for the District's consideration of responses to this RFP will be the contents of proposals received, as outlined under Proposal Requirements and the results of the District's due diligence and reference checks. The District will select a Developer with the experience, commitment, vision, financial ability, and technical competence necessary to develop and operate the proposed joint occupancy facility. In summary, the evaluation of the proposals will be based on a number of factors including, but not limited to, adherence to District goals and development objectives; developer experience and capitalization; and compatibility of joint occupancy facility with surrounding land uses.

Timeline

RFP advertised and issued	September 14, 2012
Proposal Development	September 14, to October 31, 2012
Proposals Due to District	October 31, 2012
Review and Evaluation of Proposals	October 31 to December 12, 2012
District Board Approval of Selection	December 12, 2012
Negotiation of ERNA	January 2013
District Board Approval of ERNA	February 2013
Negotiation of JOA	March 2013 – April, 2013
District Board Approval of JOA	May 2013
Commencement of Development Activities	June 2013

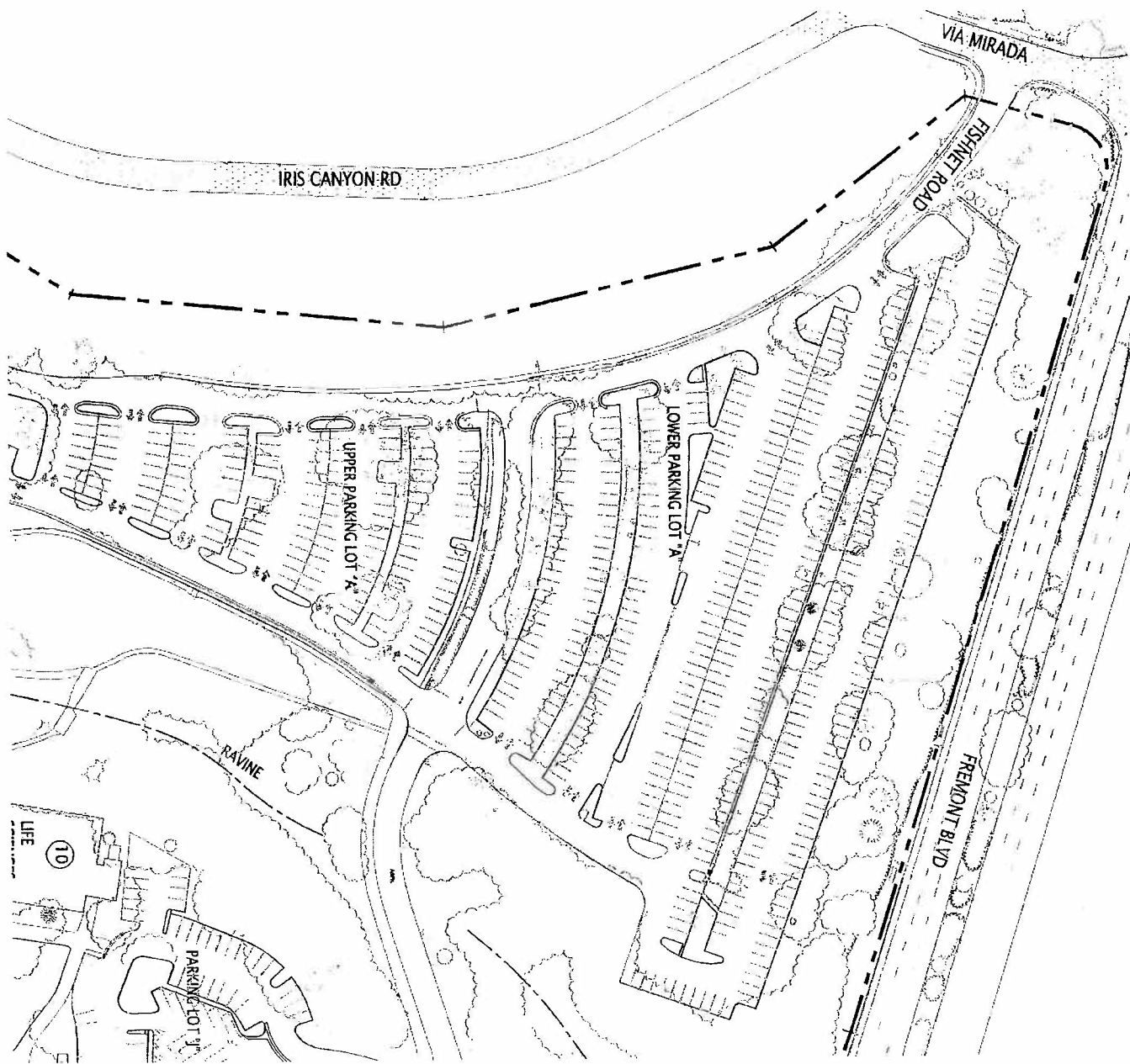


Exhibit B



**MONTEREY PENINSULA
COLLEGE**

The Monterey Peninsula Community College District is soliciting proposals from a qualified developer to enter into an Exclusive Rights Negotiating Agreement with the District which will result in the development and formation of a Joint Occupancy Agreement to design, construct and operate facilities on District Property.

A complete proposal package will be available September 14, 2012 by contacting Suzanne Ammons at 831-645-1359 or sammo@mpc.edu. Sealed proposals are due by 3pm on October 31, 2012 at the Office of the VP of Administration Services, in the Administration Building, 980 Fremont Blvd., Monterey, CA.

Ad to run 9/13 and 9/18/2012

Monterey Peninsula Community College District Governing Board Agenda

September 26, 2012

New Business Agenda Item No. G

Academic Affairs
College Area

Proposal:

That the Governing Board of Trustees approve the ACCJC Institutional Follow-up Report: Recommendations #1-3 – Student Learning Outcomes prepared for the Accrediting Commission for Community and Junior Colleges.

Background:

Monterey Peninsula College was last evaluated by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges in spring 2010. The Commission took action to reaffirm accreditation, with a requirement that the College complete two Follow-Up Reports. The Commission requires that the second Follow-up Report be submitted by October 15, 2012. The Report should demonstrate the institution's resolution of the recommendations as noted:

“Recommendation #1: In order to meet the Commission’s 2012 deadline and building upon the progress made in identifying student learning outcomes for nearly all courses, program, certificates and degrees, the team recommends that the college complete the process of assessment to guide improvement of student learning.”

“Recommendation #2: In order to meet the Commission’s 2012 deadline, the team recommends the college completes the process of identifying course level student learning outcomes and ensures student information is clear, that SLOs are described, and that students receive syllabi reflective of the identified student learning outcomes.”

“Recommendation #3: In order to meet the Commission’s 2012 deadline, the team recommends the college take appropriate steps to ensure that faculty and others directly responsible for student progress toward achieving stated learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes, and that this standard is achieved by the 2012 deadline established by the ACCJC.”

In response to the above recommendations, MPC re-established the Student Learning Outcome Committee in September 2011. The committee is co-chaired by the Vice President for Academic Affairs and the SLO Coordinator, currently Dr. Celine Pinet and Dr. Alfred Hochstaedter. The SLO Committee developed the attached report throughout the 2011-2012 academic year, and the report has been vetted through the shared governance committees and approved by College Council.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Governing Board approve the ACCJC Institutional Follow-up Report: Recommendation #1-3 – Student Learning Outcomes.

Recommended By:



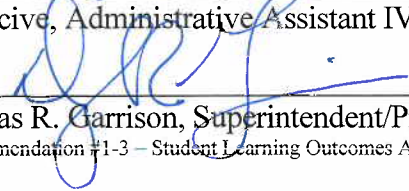
Dr. Celine Pinet, Vice President for Academic Affairs

Prepared By:



Leslie Procive, Administrative Assistant IV, VP, Academic Affairs

Agenda Approval:



Dr. Douglas R. Garrison, Superintendent/President

Institutional Follow-up Report Recommendations #1 – 3 Student Learning Outcomes

Prepared for
Accrediting Commission
For Community and Junior Colleges
Western Association of Schools and Colleges

October 2012



980 Fremont Street
Monterey, California 93940

Board of Trustees

Dr. Loren Steck, Chair
Mr. Charles Brown, Vice Chair
Dr. Margaret-Anne Coppernoll
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Superintendent/President

Dr. Douglas R. Garrison

Student Learning Outcomes Committee

Dr. Celine Pinet, Vice President for Academic Affairs
Dr. Alfred Hochstaedter, Academic Senate President
Ms. Diane Boynton, Speech Instructor
Ms. Grace Anongchanya-Calima, Coordinator/Counselor TRiO/SSS
Ms. Denise Moss, Visiting Doctoral Student Researcher

Statement on Report Preparation

This report was prepared by the Monterey Peninsula College (MPC) Student Learning Outcomes (SLO) Committee. The Committee consists of the Academic Senate President, the Vice President of Academic Affairs, a representative from Administrative Services, and faculty representatives from Student Services and Academic Affairs. The report was read and approved by the Academic Senate, as well as the advisory groups, which include the Academic Affairs Advisory Group, the Student Services Advisory Group, and the Administrative Services Advisory Group. The College Council approved the report and recommended that the Superintendent/President present it to the Board of Trustees.

In recognition of MPC's SLO and assessment process, developed through shared governance and through the Academic Senate, MPC's Academic Senate President and SLO Coordinator was awarded the ASCCC and RP Group's POWER 2012 Statewide SLO Champion award.

Executive Summary

Monterey Peninsula College has addressed the three recommendations from the site visit conducted in March 2010 and has gained proficiency in its SLO processes. The institution responded to Recommendation #1 by continuing to assess student learning for both the assignment of student grades and provision of information about program quality in an on-going program review process. The college's program review process emphasizes dialog about the assessment results during its Program Reflections, a biannual event that occurs each semester during flex days. The conclusions arrived at through the Program Reflection dialog form the rationale for both budget-dependent and non-budget dependent Action Plans articulated annually in the Program Review Annual Update. These Action Plans and Annual Updates inform the institution's planning and resource allocation process. All of the processes are linked through specific questions on the forms that departments and divisions complete as documentation. All aspects of resource allocation, from new faculty requests to travel reimbursement, now require reference to student learning and/or Program Reflections as part of the documentation process.

The Program Reflections dialog and the formulation of action plans are the centerpieces of the process. It is here that faculty and staff engage in dialog about student attainment of student learning outcomes (Program Reflections) and plan for future improvements (action plans). The forms filled out during Program Reflections events, as well as the Action Plans in the Program Review Annual Updates, provide the principal evidence that MPC personnel have participated in this process since the 2010-2011 academic year and that the institution has attained proficiency in its SLO processes.

Principal Evidence of MPC SLO Proficiency: Compilations of Program Reflections and Action Plans		
Academic year	Program Reflections	Action Plans from Program Review Annual Updates
2010-2011	http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf	http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf
2011-2012	http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf	http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf

In addition to these accomplishments, MPC faculty members now include SLOs on all of their syllabi, thereby responding to Recommendation #2. If faculty members fail to include a SLO on their syllabi, Academic Affairs personnel contact them. In response to Recommendation #3, the faculty union and the district have agreed to include participation in the Program Reflections process in the faculty contract and evaluation language.

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<u>Examples from the 2010-2011 academic year</u>	
English, English and Study Skills Center, Math, Engineering, Earth Sciences	
<u>Examples from the 2011-2012 academic year</u>	
Automotive Technology, Biology/Anatomy and Physiology/Health, Social Science, School of Nursing, Counseling, Re-Entry and Multicultural Center, Facilities and Security, President's Office/Human Resources/MPC Foundation/ Office of Institutional Research	

Introduction

As a result of its 2010 accreditation visit, Monterey Peninsula College received three recommendations relevant to student learning outcomes:

1. In order to meet the Commission's 2012 deadline and building upon the progress made in identifying student learning outcomes for nearly all courses, program, certificates and degrees, the team recommends that the college complete the process of assessment to guide improvement of student learning (IIA.1 and IIA.2).
2. In order to meet the Commission's 2012 deadline, the team recommends the college completes the process of identifying course level student learning outcomes and ensures student information is clear, that SLOs are described, and that students receive syllabi reflective of the identified student learning outcomes (IIA.2 and IIA.6).
3. In order to meet the Commission's 2012 deadline, the team recommends the college take appropriate steps to ensure that faculty and others directly responsible for student progress toward achieving stated learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes, and that this standard is achieved by the 2012 deadline established by the ACCJC (IIIA.1c).

This report responds to the three SLO recommendations holistically. It first reviews the developmental work on SLOs at MPC up to the time of the accreditation visit in 2010, and then explains how the institution responded to the recommendations. The report concludes with brief, focused responses to each of the recommendations.

The decisions we have reached, have come as a result of an extensive institutional change process. The sections below are evidence of a commitment to this process.

Prologue: SLO Development Leading up to the 2010 Accreditation Visit

To understand the decisions the institution has made recently, one must understand the rationale that went into the philosophical framework at the beginning. Standard IB of the 2009 MPC Institutional Self Study is the prime source for this section and contains supporting evidence. If the reader has recently reviewed this material and is intimately familiar with it, then skipping to the next section is recommended.

1. The Early Years

Development of the MPC SLO process began in 1999 with task forces, workshops and off-campus retreats. A variety of faculty members held leadership positions, and dialog ensued in appropriate shared governance committees. SLOs were developed for many of MPC's majors, as well as the GE program. Many of these still appear in the (now electronic) pages of the MPC Catalog.

2. 2007: Establishment of MPC's SLO Philosophy

The year 2007 was a pivotal year in SLO development at MPC. A new president had recently arrived and faculty and staff became more aware that MPC would soon conduct a self-study addressing the new (to MPC) 2002 standards. A small committee of faculty members was formed and charged with articulating the value and use of SLOs for the MPC community. Committee members, who had diverse views on the topic, represented a campus atmosphere that ranged from skeptical to militantly opposed to anything resembling SLOs. The objections were rational and well-articulated. One long-tenured and well-respected faculty member published on the topic in a faculty union newsletter, titling his piece "Exposing the Big Lies About SLOs"

(http://legacy.cta.org/media/publications/advocate/archives/2008/0608__cca_05.htm).

Many of these perspectives were represented on the small SLO committee. But out of this committee came a document entitled “[Articulating Student Learning Outcomes \(SLOs\) for MPC](http://www.mpcfaculty.net/senate/SLOs/SLOs_for_MPC11-28-07.pdf)” (http://www.mpcfaculty.net/senate/SLOs/SLOs_for_MPC11-28-07.pdf) that set the tone and philosophy for SLOs at MPC that had been followed to the present day (see box).

The document straightforwardly dealt with many of the objections that faculty had towards SLOs. It stated emphatically that faculty would not be evaluated based on student attainment of outcomes. It re-emphasized ACCJC literature stating that qualitative assessments of student learning were just as viable, acceptable, and valuable as quantitative assessments. It asserted faculty primacy in establishing SLOs and determining appropriate assessments. Finally, it defined the need for a faculty SLO coordinator position to shepherd the process to fruition.

At an all-campus general assembly early in 2008, two faculty committee members with widely recognized differing views on SLOs presented a statement of core values on SLOs, stating that they believed in faculty talking to one another as professionals about teaching and student learning. Everything from this point on that MPC has implemented with its SLO processes has been based on this core belief, that the value is in the dialog and the resulting improvements.

Philosophy of SLOs for MPC

We hope that SLOs can provide a formal framework for faculty to converse, as professionals, about teaching, learning, pedagogy, and curricula. Professional teachers talking to each other about teaching and student learning is a primary characteristic of a vibrant academic institution. We hope that the result of these conversations is more insightful pedagogy that improves student learning in MPC courses.

From: [Articulating Student Learning Outcomes \(SLOs\) for MPC](#), 2007, page 10

Finally, it is important to note what this document did not do. The document was focused on instructional SLOs. It did not address student services or administrative functions. As noted in the Self Study, student services had also written SLOs for most of their service areas and were implementing assessments and engaging in dialog about the results. In addition, the report did not make a strong procedural connection between SLOs and MPC’s program review process or the planning and resource allocation process. It is in this area that much of the subsequent effort has taken place.

3. 2008-2009: Establishment of SLOs, General Education Outcomes, and Reflections Framework

With the establishment of the guiding philosophy that the value is in the dialog, and the resulting improvements the institution engaged in the work of writing SLOs for its courses and programs. As noted in the Accreditation Evaluation Report, MPC completed the effort of identifying SLOs for nearly all its courses, programs, certificates, and degrees.

In 2009, the institution began its effort on General Education Outcomes (GEOs). MPC students use one of three general education patterns: CSU, IGETC, or the MPC Associate degree pattern. Whereas differences occur, these patterns are mostly similar in that all require classes in broad categories such as English composition, math, natural science, social sciences, and the humanities. MPC recognized that the same courses tended to fill the requirements for the various areas in each of the patterns. In an effort to keep its processes as simple and sustainable as possible, MPC developed a series of course-level SLOs that each of the courses within a general education area (like Humanities or Natural Science) would share. Faculty that taught courses within a GE area were consulted and a GEO was collaboratively developed that could be shared between all of the courses within a GE area. Each instructor that teaches a GE course then evaluates student attainment of the GEO during their normal SLO assessment efforts.

The main goal of the GEO plan was to establish transfer program SLOs. The rationale is that all transfer students take general education courses to complete requirements at MPC. Those students who receive transfer degrees complete GE courses in one of three patterns: MPC, IGETC, or CSU. Thus, the general education outcomes are a common, evaluable outcome for all of these students. The Career and Technical Education programs have more discipline-specific program-level SLOs.

This philosophy was established in 2009 before the accreditation visit and explained in the Accreditation Self Study. Its implementation was completed shortly after the visit in the fall of 2010.

For three semesters, from spring 2008 to spring 2009, MPC asked instructors to fill out the SLO Assessment form. These forms, as explained in the Accreditation Self Study, asked basic questions about student attainment of course SLOs and what the instructor might do to improve learning. Examples of these efforts are provided on the Academic Senate SLO web-site (<http://www.mpcfaculty.net/senate/slo.htm>). In fall 2009, MPC began an effort to improve the process by emphasizing the dialog about student learning within departments or groups and creating a more direct connection with the program review and planning and resource allocation processes. In addition, the college started to regularly allocate significant time during each semester's flex days for all faculty members to engage in dialog about student learning with colleagues and complete "Instructor Reflections" and "Program Reflections" forms. These forms were used as the basis, or rationale, for action plans in the annual updates to each division's program review. The "Instructor Reflections" form was intended for individual faculty members to use as they reviewed their assessments and prepared for the conversation with their program colleagues. The "Program Reflections" form records the dialog about student learning among program colleagues.

4. Spring 2010: A Summary of the State of Affairs at the Time of the Accreditation Visit

At the time of the accreditation visit, MPC had developed its course and program SLOs, articulated the value of SLOs for the institution (dialog amongst professionals is a primary characteristic of a vibrant academic institution), knew what it wanted to get out of the SLO process (productive dialog that leads to plans to improve student learning, and results in implementation of changes). It also recognized what it wanted to avoid, that is a purely quantitative assessment of student or faculty performances. The institution had a clear vision on how to connect the SLO process with program review and its planning and resource allocation processes.

At this juncture, MPC needed to complete the following:

- Execute its processes to realize its plans and visions;
- Clearly explain the process to MPC personnel and provide time for them to engage in the process.

The Accreditation Visit

The visiting team recognized many of the achievements of MPC's SLO process, such as developing SLOs for nearly all of its courses and programs, developing a framework for the assessment process, and initial efforts to fit the framework into the program review and planning and resource allocation processes. It commended the institution in eight areas, including its "comprehensive and rigorous planning and resource allocation process."

The visiting team also recognized some weaknesses related to SLOs, which resulted in the three recommendations related to SLOs. They recognized that MPC needs to:

1. Complete the process of assessment to guide improvement of student learning (Rec 1);
2. Ensure that students receive clear information about SLOs by putting them onto course syllabi (Rec 2);
3. Address the issue of SLOs in evaluations (Rec 3).

After the Visit: Improving the SLO Process in Response to the Accreditation Recommendations

1. Fall 2010, Implementation of the GEO Plan:

At the first meeting of the fall 2010 semester, the Academic Senate addressed Recommendation #2 and recommended that all faculty members include their course SLOs on all Syllabi (<http://www.mpcfaculty.net/senate/9-2-10/Minutes9-2-10.doc>). The campus community was first informed of this decision by Academic Senate representatives reporting to each of their divisions. The Academic Senate President continued the effort by informing the campus community of this requirement through his presentation at the following flex day (<http://prezi.com/akay6h7zs8kf/flexdays11/>), and by asking Division Chairs at Academic Affairs Advisory Group meetings to help inform both full-time and adjunct faculty. Later that semester, the Office of Academic Affairs began checking to ensure that SLOs were clearly identified on all syllabi. Faculty that forgot to include their SLOs on their syllabi received reminder notes from the Office of Academic Affairs during the semester and sterner letters in subsequent semesters. Today, it is widely recognized throughout the institution that faculty are required to include the SLO on all of their syllabi in order to provide clear information to students about what they are expected to have learned by the end of the semester.

Early in the spring 2010 semester, the institution began implementing the final steps in formalizing the use of the GEOs as the program-level SLOs for all of the transfer programs. The goal was to record these GEOs as the program-level SLOs in CurricUNet, the institution's curriculum software, for each of the transfer programs. After approval of the plan by the Academic Senate, presentations were given to the Academic Affairs Advisory Group explaining the process, and e-mail messages were sent to each department chair in charge of a transfer program asking for acknowledgement and approval. Positive responses were received from about half of the department chairs. Departments that did not respond were contacted again in 2012; the institution is currently in process of placing the appropriate GEO into CurricUNet for these remaining transfer programs. Details of the process are explained in the PowerPoint used during presentations to the Academic Senate and the Academic Affairs Advisory Group (<http://www.mpcfaculty.net/senate/SLOs/GEOsSLOsProgramsExample.pdf>). The important new information in this presentation was the implementation process. Although reviewed in the presentation and PowerPoint slides, the rationale and philosophy of the GEOs were agreed upon in 2009 and described in the 2010 Institutional Self Study.

Career and Technical Education (CTE) programs all have individual program SLOs, as documented in the MPC Catalog (<http://www.mpc.edu/classes/MPC%20Catalogs/2012-13%20Catalog.pdf>); see examples for Automotive Technology on pages 66-67 and Nursing on page 98. Evaluation of these program SLOs are ongoing and documented in the program reflections for each of these CTE programs and is described more fully in a following section (<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf>)

2. Fall 2010, Program Reflections: Connecting SLOs to Program Review

At the time of the visit, MPC had a vision of how to connect the SLO process to program review and the planning and resource allocation process. The college's SLO committee had designed "Program Reflections" forms to help faculty refer to dialog as they created action plans as part of their departments' Program Review Annual Report. The Action Plan process has been well established at MPC for many years. As explained in the Accreditation Self Study, departments and divisions develop lists of specific things they need to do or need to obtain in order to improve student learning at MPC. These are called budget-dependent and non-budget dependent action items. These lists of action items are vetted and prioritized at the division level before being submitted to one the three advisory groups. At the advisory groups, budget-dependent items are prioritized across all divisions and submitted to the College Council where they are incorporated into the budget for submittal to the Superintendent/President who presents it

to the Board of Trustees. (Note: Because of the budget crisis affecting all California Community Colleges, the 2010-2011 action plans never actually made it to the College Council. Instead of determining how to spend new money, the College Council was required to drive the process in reverse and reduce spending.)

At the time of the visit, this connection was a vision. In fall 2010, the institution took steps to codify this connection by adjusting language on the Program Reflections form and the Program Review Annual Report that each division submits to their vice president for discussion at the advisory groups. In addition, the Academic Affairs Annual Report form stipulated that the Program Reflections forms from both the fall 2010 and spring 2011 semesters should be included as supporting documentation in the Annual Report for each division.

Figure 1 shows the relationship between the Instructor Reflections, the Program Reflections, and the Program Review Annual Report in Academic Affairs. This image is taken from a presentation that was shown at various shared governance meetings to explain to faculty and staff the relationship between these documents and the importance of this connection. All of the pertinent forms can be viewed in this 'pdf' document (fig 1).

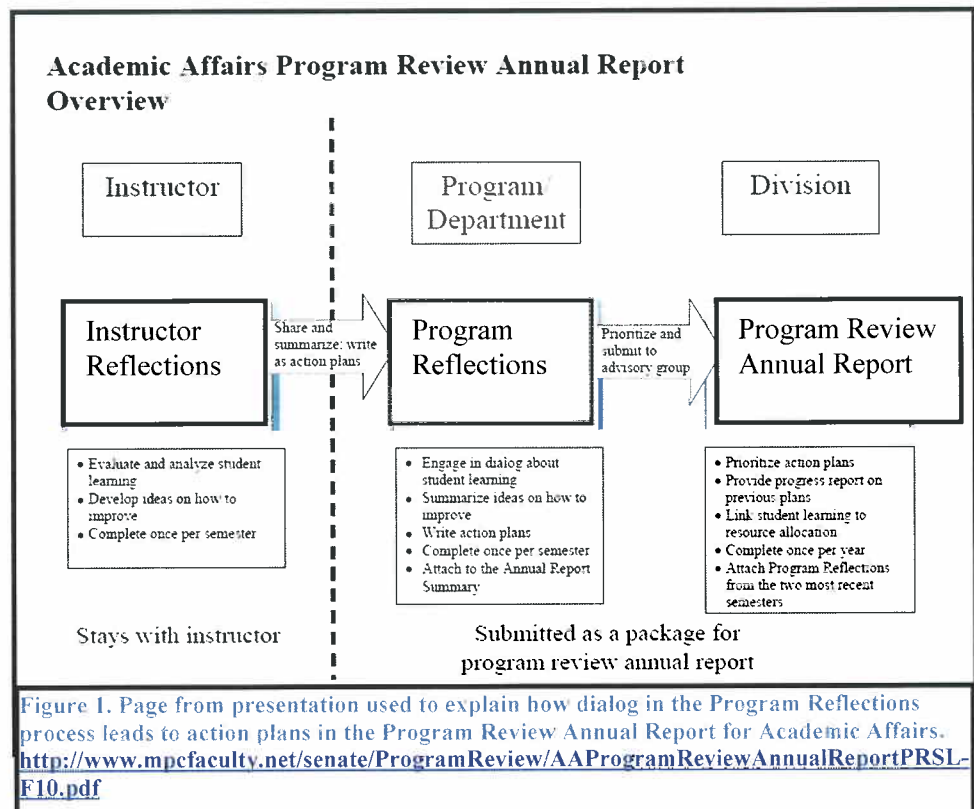


Figure 2 (on the next page) shows the Academic Affairs Program Review –

Annual Report Form. The circles show phrases that demonstrate how this form was revised in fall 2010 to codify the connection to the Program Reflections SLO process. The forms that MPC divisions complete every six years during their more comprehensive Program Review were already tied into the Program Reflections process at the time of the accreditation visit.

Examples of completed 2010-2011 and 2011-2012 Program Reflection documents have been collated into single documents. These forms show how MPC departments and divisions used the Program Reflections dialog to discuss ways to improve teaching and student.

<http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf>

The Program Reflections dialog led to action plans as part of the program review annual report in spring 2011 and 2012. For Academic Affairs, these annual reports are also collated into single documents. <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf> <http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf>

Review of these documents show the kind of dialog that divisions and departments engaged in during the past two academic years and how they directly led to requests in the resource allocation process. No new money was allocated, of course, because the institution was undergoing budget reduction rather than expansion at the time. The annual updates do, however, continue to inform decisions regarding the reallocation of resources as the institution continues to operate under tight fiscal constraints.

Academic Affairs Program Review – Annual Report Form -- Summary

Date: _____

Program: _____

Prepared by: _____

- Select one of the abbreviations that best describes the status of each action plan item described in your most recent program review. "C" means completed, "IP", in progress; "D", deleted, "A", added, "NM", no money.
- For those items that are specifically described in your department's Program Reflections on Student Learning forms, check the box under PRSL (Program Reflections on Student Learning).
- For those items that address one or more of the institutional goals, check the box under Goals.
- Please provide rationale for additions and deletions, referring to the Program Reflections on Student Learning form as appropriate.
- List in order of priority.
- Attach the two most recent Program Reflections on Student Learning from each department or area.

Budget-Dependent Items						
Status (C,IP,D,A, NM))	Action Item	Supports		Timeline	Person(s) Assigned	Amount
		Goals	PRSL			

Rationale for Additions or Deletions (refer to your Program Reflections form as appropriate): _____

Figure 2. Portion of the Academic Affairs Program Review Annual Update form from 2010-2011. Circles show additions that codify connection to the Program Reflections process. <http://www.mpcfaculty.net/senate/ProgramReview/AAProgramReviewAnnualReportPRSL-F10.pdf>

In spring 2012, summaries of the dialog that occurred in each division or area during their Program Reflections were shared at their respective advisory group meeting (Academic Affairs Advisory Group, Student Services Advisory Group, and the Administrative Services Advisory Group). These summaries were archived in one of the institution's accreditation web sites (<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/Forms/AllItems.aspx>).

3. Spring 2011, Institutional SLOs

The Academic Senate discussed institutional SLOs at its March 3, 2011 meeting. It considered the difficulty in articulating a truly institutional outcome when so many students attend the college for so many different reasons. It decided that for a student to attain a variety of institutional outcomes, the student would have to engage with a variety of disciplines through a multi-semester tenure at the college. In making this decision, the Academic Senate recognized that some cohorts of students (i.e., those that stay for only a short time, or those that engage with only a single discipline), were excluded from this definition of institutional outcomes.

With this in mind, the Academic Senate decided that the already-established GEOs would appropriately serve as the institutional outcomes as well. It noted that an assessment process was already in place for

the GEOs (i.e., the program reflections SLO framework), and that no new processes would need to be established to assess them. It realized that these outcomes, representing a wide swath of MPC's curriculum, could reasonably be attained by students taking a wide variety of courses as they pursue their general education requirements over a number of semesters. Furthermore, student attainment of these outcomes could reasonably be assessed using processes already in place at MPC.

Reference: March 3, 2011 Academic Senate minutes: <http://www.mpcfaculty.net/senate/3-3-11/Minutes3-3-11.doc>

4. *Spring 2011, Administration of SLO Processes*

During spring 2011, the Academic Senate and faculty were very active in developing and defining the SLO process at MPC. The question arose as to the administration of the process and keeping track of participation. The Academic Senate decided that whereas it is a faculty role to lead the development of SLO processes, it is not a faculty role to ensure that each and every faculty member participates in a satisfactory way. For this reason, the Academic Senate recommended to the institution that the Administration take the lead role in administering the SLO process including the Program Reflections, Program Review Annual Updates, and other related activities.

Reference: March 3, 2011 Academic Senate minutes: <http://www.mpcfaculty.net/senate/3-3-11/Minutes3-3-11.doc>

5. *Spring 2011, SLOs in Evaluations*

Tying SLOs and their assessments to performance evaluations has been perhaps the most contentious issue surrounding SLOs at Monterey Peninsula College. Virtually all members of the college recognize that there are too many factors affecting student performance to assign all of the accountability for student learning on faculty and others directly responsible for student learning, including students' attendance, level of interest, academic skills, level of maturity, and stresses related to home and work life. The institution approached this issue following what it believed to be the intent of this particular standard: that all faculty members should be involved in the assessment of the quality of their programs and the development of plans to improve student learning. Because a large component in the quality of any community college program is the degree of student learning, the SLO process "lives" in program review. It is within the program review process, including the Program Reflections, the annual program review updates, and the comprehensive program review self-studies completed every six years, where these types of quality improvement activities take place.

To ensure that faculty members participate in program review's evaluative and improvement activities in a beneficial manner, the Academic Senate recommended to the faculty union that there should be a clause or question about participating in program review in the faculty evaluation process. The exact wording of the recommendation is shown in the box above right. The rationale for this recommendation is that the institution believes that evaluation of program quality and the associated efforts to plan improvement is an integral part of any program. It wanted faculty members to participate fully in this process and to

From the Academic Senate to the Faculty Union:

Recommendations on SLOs in evaluations

Recommend to our faculty union that when it comes time to negotiate or discuss faculty evaluation, that there be a clause or question about participating in program review. Since SLOs "live" in program review, and since program review means evaluating the effectiveness of our programs and then using the results for improvement, then participating in program review means that we are participating in this SLO process.

From: Academic Senate [Notes](#) and [Minutes](#),
March 3, 2011:

<http://www.mpcfaculty.net/senate/3-3-11/Notes3-3-11.htm> and

<http://www.mpcfaculty.net/senate/3-3-11/Minutes3-3-11.doc>

recognize these activities as an essential duty of all faculty members. This approach addresses the intent of the accreditation standard, which is to ensure that all faculty and staff are engaged in evaluating and improving student learning. At MPC, this effort happens within the program review process, so evaluating faculty on their participatory role in program review achieves this goal. Faculty evaluations will retain all of the aspects that they have historically contained. These include in-class peer review and self-evaluations on topics such as the efficacy of assignments, pedagogy, assessments, and related topics, many of which also address the intent of this standard.

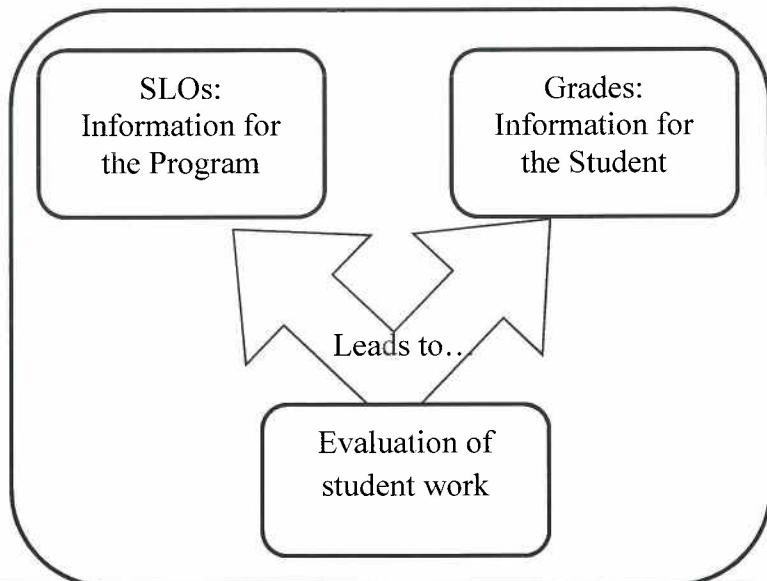


Figure 3. A diagram from the SLO section of the faculty handbook is an example of informational material used to inform MPC faculty and staff about SLO issues and processes. This particular image shows how a single assessment could provide both grades for the student and valuable information about student learning for the program.
<http://www.mpcfaculty.net/senate/FacultyHandbook/FacultyHandbookSLOs.pdf>

In late spring 2012, the faculty union (MPCTA) accepted the Academic Senate recommendation and developed a tentative agreement with the district to include language about participation in program review and program reflections in the faculty contract and in evaluation materials (<http://www.mpcfaculty.net/senate/MPCTA/SLO-TentAgreement-5-10-2012.pdf>). In a subsequent vote, MPC faculty approved the tentative agreement, and the proposed language was added to the faculty contract (<http://www.mpcfaculty.net/senate/MPCTA/MPCTAMinutes5-25-12.pdf>).

6. *Spring 2011, SLOs in the Faculty Handbook*

In May 2011 the Academic Senate developed and approved a SLO section for the Faculty Handbook. This section was designed to help educate faculty on the value and utility of SLOs. A couple of images were used to help convey this information. The image to the left (figure 3), for example, shows that evaluation of

student work can be used to both assign grades to the student and to glean information about student learning when assessing the quality of programs. MPC has encouraged instructors to use their normal assessment of student work for both grading purposes and for their SLO work. The new section of the Faculty Handbook also explains the GEO process and how the Program Reflections tie into planning and resource allocation. The Faculty Handbook is given to all new faculty members as they arrive at MPC. During their two-day orientation meetings, many MPC processes and procedures are reviewed, including SLOs, GEOs, Program Reflections and how to integrate SLOs onto all course syllabi.

The complete Faculty Handbook is available on the Academic Affairs website.
<http://mympc.mpc.edu/academics/AcademicAffairs/Handbook/Faculty%20Handbook%202012-2013.pdf>

7. *Fall 2011, Revitalization of the SLO Committee*

In fall 2011, with the introduction of an interim Vice President of Academic Affairs, the SLO Committee was revitalized. The goals of the SLO for the 2011-2012 academic year were four-fold:

1. Develop a plan to write this report;
2. Write this report;
3. Develop stronger connections between the Program Reflections process and all of the ways that the institution allocates resources;
4. Critically evaluate the program review processes in all three areas of the college and propose ways to standardize them.

8. *Fall 2011, Begin efforts to create an Educational Master Plan*

At the request of the President/Superintendent, the institution began work on formulating an Educational Master Plan (EMP), a document that would provide a basis for all types of planning for the institution.

Figure 4 shows the relationship between the EMP and all other planning documents, as well as to the Program Reflections and Program Review Annual Updates. To formulate the EMP, all areas of the institution were asked to review their recent Program Reflections documents and summarize their

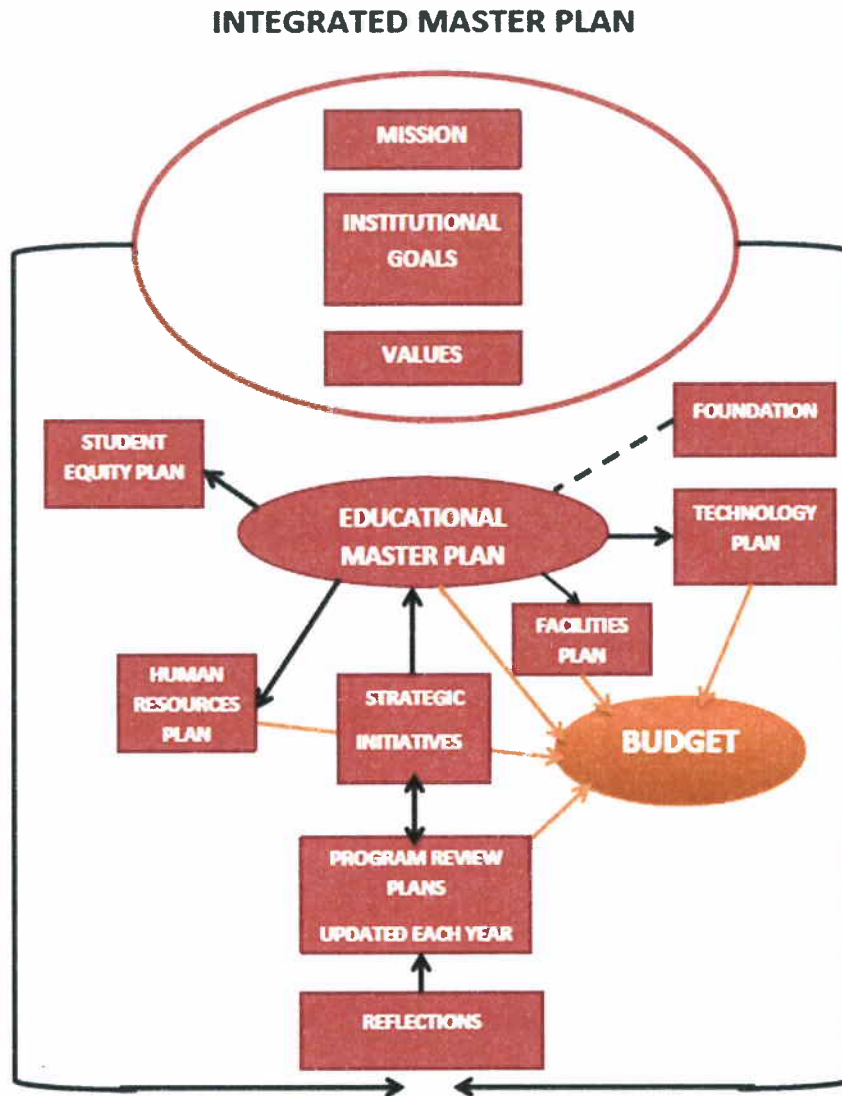


Figure 4. This chart shows the relationship between the Educational Master Plan (EMP) and all of the other plans that MPC currently uses. It also shows Program Reflections (referred to as “reflections” here) and the Program Review Annual Updates as feeding into the EMP. This concept was approved during the development of the EMP.

program's mission, scope, and direction. Through this review process, the Program Reflections process provides the basis for the Institution's multi-year planning document and forms a connection between learning in the classroom and institutional planning. For example, the 2012 EMP includes the Math Department's prioritized request for two additional full-time Math instructors. It also includes the Earth Science Department's continued prioritized need for sustained field trip funds and adequate equipment and supplies to support Marina Education Center students.

<http://www.mpc.edu/academics/EducationMasterPlan2012/Forms/AllItems.aspx>

The Vice President of Academic Affairs presented the need to formulate an EMP at the October 20, 2011 Academic Senate meeting. The Academic Senate responded by appointing faculty members to the task-force to write the EMP. <http://www.mpcfaculty.net/senate/10-20-11/Minutes10-22-2011.doc>

The EMP team took ownership and wrote the EMP. Primary themes emerged from reflections about student learning through program review activities. These themes are folded into the planning and decision making process to inform college wide decision making, and defines the resulting objectives. The EMP was brought to shared governance committees through the end of spring 2012 and it was approved by the Board of Trustees in July 2012.

<http://www.mpc.edu/academics/EducationMasterPlan2012/Forms/AllItems.aspx>

9. Fall 2011 – Spring 2012, Connecting all types of budget dependent and non-dependent resource allocation to student learning and the Program Reflections Process

As detailed in previous sections, the Program Reflections process is well connected to the action plan and program review processes. The program review process, including the annual action plans, is the primary way in which college funds are allocated. The college does employ, however, other processes which before the 2011-2012 academic year, were not as connected or informed by the program reflections process and SLOs. These processes included:

- Faculty Position Requests
- Classified Position Requests
- MPC Foundation Grant Proposals
- Travel Reimbursement Requests
- Grant Application Pre-Approvals
- Emergency Instructional Equipment Requests

During the 2011-2012 academic year, the institution made several changes to the forms that guide these requests or proposals. Several examples of these types of changes are shown in figure 5 on the next page. The changes are highlighted by red circles. In general, when making any of these types of resource requests, MPC personnel must now relate the allocation of funds to student learning and/or discussions related to student learning. The Academic Senate reviewed these changes on March 1, 2012 and supported them.

<http://www.mpcfaculty.net/senate/3-1-12/Minutes3-1-12.pdf>

All of the revised forms are available in a single document at

<http://www.mpcfaculty.net/senate/AccredResponse2012/RevisedForms/SLOAllFormsHighlight.pdf>

As an example, new wording in the classified position request form now reads, "If the position is new or revised, explain how this position supports student learning." Similar changes were made in all of the documents.

Figure 5. Revised resource allocation documents

C. Rationale for the Position

1. Description of need. Please include information on the effects on the program, your division, the college, and the community of filling the position versus not filling it.

2. If this position is new or modified, is it addressed in MPC planning documents, such as the college's Educational Master Plan, the Division's most recent Program Review, the Department's Program Review Update and Action Plan, and/or the Division's and/or Department's Program Reflections?

Yes (Please cite below.) No (Please explain below.)

1. Faculty Position

3. Annual cost of the proposal, and source of funds: _____

4. Justification rationale for this position and consequences of not filling the position. _____

5. If the position is new or revised, explain how this position supports student learning. _____

Reverse this sheet, and use the table for tracking the progress of _____

2. Classified Position Requests

Describe the project; program; event; and/or equipment (attach all relevant documentation to support the funding costs – i.e. conference registration information, air travel expenses, etc.):

3. Foundation Grant Proposals

Describe how it will benefit student learning at MPC:

Figure 5. These screen-grabs of district forms show how student learning and program reflections have been more tightly integrated into all resource allocation processes. Circles show the added or revised language. Please view the complete version of all the forms at:

<http://www.mpcfakulty.net/senate/AccredResponse2012/RevisedForms/SLOAllFormsHighlight.pdf>

Also see the revised travel request form at:

<http://www.mpcfakulty.net/senate/AccredResponse2012/RevisedForms/SLOTravel-ConferenceFormHighlight.pdf>

Summary of Responses to the Three SLO Recommendations

1. *Complete the process of assessment to guide improvement of student learning (IIA.1 and IIA.2).*

Through ongoing dialog and the program reflections process, MPC has completed the process of assessment to guide improvement of student learning. MPC continues to assess student learning. Since spring 2010, the institution has formalized its dialog about assessment results by providing time – usually two hours – during the flex days that begin each semester. The results of this dialog, referred to as Program Reflections, are well integrated into the program review process. The Program Reflections provide the rationale for budget dependent and non-budget dependent resource allocation requests, both through the action plan process of program review, and through a variety of other resource allocation processes such as Foundation grant proposals, classified position requests, and travel reimbursement requests. The action plans are presented annually to shared governance groups to document proposed improvements, share achieved improvements and results, and inform resource allocation decisions. Program, GE, and institutional SLOs have been proposed, discussed, and agreed upon. All of the program and institutional SLOs are designed as course-level SLOs. The purpose of this integration of program, institutional, and course SLOs is to make all outcomes evaluable at the course level so that instructors will evaluate them as part of their normal assessment activities in each of their courses.

2. *Complete the process of identifying course level student learning outcomes and ensures student information is clear, that SLOs are described, and that students receive syllabi reflective of the identified student learning outcomes (IIA.2 and IIA.6).*

MPC has completed the process of identifying course level student learning outcomes and helping students have clear expectations of what they can expect to be able to do at the end of the course, as MPC faculty members now include SLOs on their syllabi. If SLOs are not included on syllabi, faculty members are reminded by the Office of Academic Affairs to revise syllabi that lack SLOs.

3. *Take appropriate steps to ensure that faculty and others directly responsible for student progress toward achieving stated learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes (IIIA.1c).*

MPC has addressed the intent of the ACCJC standard to include SLOs in evaluations. The Academic Senate recommended to the faculty union that an item about participating in program review be included in faculty evaluations. The rationale was that since the SLO process is contained within the program review process, as explained in this document, being evaluated on participation in the program review process necessarily encompasses participation in the SLO process. In late spring 2012, these additions to the faculty contract and evaluation documents were negotiated and agreed upon by the district and the faculty union (<http://www.mpcfaculty.net/senate/MPCTA/SLO-TentAgreement-5-10-2012.pdf> ; <http://www.mpcfaculty.net/senate/MPCTA/MPCTAMinutes5-25-12.pdf>).

Is it working? Yes. Evidence from the Program Reflections

1. *Faculty appreciation and participation in the flex day Program Reflection sessions is increasing.*

MPC has evaluated participant impressions of its flex day programs over the last few years. Both participation and positive comments have steadily increased over the last few semesters.

Spring 2011: The Program Reflections session was scheduled before all other sessions on the first day of two flex days to emphasize its importance. A majority of respondents (~55%) responded favorably to the statement, “I found these sessions to be helpful and informative.” About 35% of the respondents did not attend the session. A single comment concerning the Program Reflections read, “Please keep the program reflections session, this is often the only opportunity to engage in broad discussion regarding student learning outcomes. ... Our meeting was productive, informative, and helpful....”

Reference: Survey Monkey Evaluation Results for spring 2011
(<http://www.mpcfacylty.net/senate/flexSpring2011/SurveyResultsS11Summary.xls>)

Fall 2011: The session was held after lunch in lieu of afternoon breakouts. Attendance declined from the previous semester. About 27% of the 96 respondents indicated a favorable impression, with 71% indicating that they did not attend the session. This session was scheduled in the afternoon after a brown bag lunch; for the first time, budget cuts prevented the institution from providing a light lunch for flex day participants. Of the ten respondents who submitted written comments, four of them were positive. The other respondents were not faculty, were required to be elsewhere, or did not find the session useful.

Reference: Survey Monkey Results for fall 2011
(<http://www.mpcfacylty.net/senate/FlexF11/Fall2011FlexDaySurveyResults.xls>)
(<http://www.surveymonkey.com/sr.aspx?sm=nNcg2NiQX8vYyL%2bhfgV3AIKSPpjG0LkIABnJf5utKQY%3d>)

In spring 2012, 75% of the 32 respondents indicated a favorable impression, with 25% indicating that they did not attend the session. This session was scheduled from 2:30-4:30 in the afternoon after a brown bag lunch. Note the greater participation rate compared to fall 2011. In addition, all of the written comments were positive. Note that participation in the survey is voluntary and has declined over these three semesters. Whereas participation in the evaluation surveys has declined over the past three semesters, participation in the Program Reflection sessions themselves has *increased* greatly based on data recorded on the Program Reflections forms.

Reference: Survey Monkey Results for spring 2012
(<http://www.mpcfacylty.net/senate/FlexS12/S2012FlexSurveyResults.xlsx> ;
http://www.surveymonkey.com/sr.aspx?sm=MelcSCiCKCWaVANdhHiQ7MxDSjXDK818lffqyQ2QMQU_3d)

Participation in the Program Reflections is now mandatory across the institution. In addition to all faculty members participating, all personnel in Academic Affairs, Student Services, Administrative Services, and the President's Office are now released from their regular duties in order to participate in the sessions and produce the reports. Examples of results from some of these sessions are summarized in the next section.

2. Substantive dialog in the Program Reflections is leading to resource allocation requests in the action plan process and to efforts to improve student learning.

The most significant evidence for SLO proficiency at MPC is the record of Program Reflections dialog leading to action plans in the program review process throughout the last two academic years. The Program Reflections process is the centerpiece of MPC's SLO process. Program Reflections occur every semester at flex days, when staff come together to engage in dialog about their assessment of student learning. Because MPC's program, GE, and institutional SLOs are all embedded in course SLOs, the Program Reflections dialog encompasses all of the outcomes at MPC. Faculty and staff are free to discuss whatever SLO they think is most important to their programs in any given semester. In this manner, the most important issues are given highest priority. The dialog leads to Action Plans, which are requests for resources or plans to improve student learning.

A few examples from these documents illustrate the substantive dialog that is occurring and how the dialog leads to resource allocation requests or non-budget dependent plans to improve student learning.

Examples from the 2010-2011 Academic Year

The main pieces of evidence for this section are:

1. Completed Program Reflections:
<http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>.
2. Completed Action Plans and Program Review Annual Updates:
<http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf>.

English

In its January 26, 2011 Program Reflections, the English Department indicated that the level of student success in any of their classes was related to the level of preparedness—or under-preparedness—of incoming students. They noted the discontinuance of the requirement for all students to take the English Placement Test before registering for classes. Students are now allowed to sign up for classes that carry English advisories rather than prerequisites without knowing whether or not they satisfy the advisories. Thus, students often lack the appropriate level of reading and writing skills, which negatively affects their success. The lack of appropriate skills of entering students has negatively impacted the success of these students. The English Department also discussed the increased instances of plagiarism in their classes.

Reference: <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>.

This Program Reflections dialog led to action plans involving requests to reinstate the English Placement Test for all registering students, working more closely with Counseling and other student services. A committee is currently revising rules associated with the English Placement Test, and students will be informed of the need to assess prior to registering for classes. When funds allow, the English Department plans to purchase software designed to detect plagiarism. These efforts are aimed at improving student attainment of the ENGL 1A SLOs.¹

Reference:

<http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf>.

English and Study Skills Center

The English and Study Skills Center (ESSC) is an MPC learning center that students utilize for individualized help with (mostly) basic skills in writing. In the spring 2011 Program Reflections, the ESSC staff discussed assessment strategies and the manner in which ESSC staff “check in” with students.

Reference: <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>.

These conversations led to a variety of action plans to improve the ways that the ESSC serves students. One example is “work with the English Department toward more cooperation, collaboration, and cohesion between English 301/321 and the lab co-requisites 401/421. Currently there is little crossover, except in isolated incidents, between assignments done in English classes and assignments done in English labs.” Since this dialog in the 2010-2011 academic year, collaboration between the English

¹ ENLG 1A SLO example: Form a provable thesis, develop it through factual research and distinguish between fact and opinion.

Department and the ESSC has increased through the English Department's Student Success Task Force (SSTF) Sub-Committee. This committee was formed in response to the state's SSTF recommendations and will seek funding from the Basic Skills Committee to research ways that the English Department, the ESSC, and the Reading Center might improve success, persistence, and retention rates in the basic skills sequence of English classes, including the pairing of 301²/401 and 321³/421. The ESSC director plans to investigate alternative delivery models for lab instruction, focusing in part on models that increase cohesion between classroom and lab instruction.

Another action plan was to "Explore ways to incorporate more interaction between ENGL 401 students and staff as students work through the sequence of lab activities and quizzes." In summary, the ESSC is trying to generate more collaboration with English Department faculty and enable more face-to-face contact with students using the ESSC. Both are expected to increase student success rates. To accomplish both of these goals, the English Department has embarked on a complete revision of the ENGL 401 lab sequence of assignments, moving away from Pearson's *My Writing Lab* and toward developing their own content using iLearn, a web-based teaching tool. This revision will be done in conjunction with the research and sub-committee work mentioned above, further increasing collaboration between the ESSC and the English Department.

Reference:

<http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf>.

Math

In its January 26, 2011 Program Reflections, the Math Department echoed the English Department dialog and also talked about the under-preparedness of its students entering the Math classes. The Math Department engaged in dialog about the value of the Math Assessment Test and the validity of students taking prerequisites at other colleges. Automating homework assignments via software was discussed. The Math Department also discussed a number of curricular changes such as offering some of the lower-level Math courses over an entire year rather than a single semester. These types of changes, however, would require hiring more Math faculty members, something that has been difficult under current fiscal constraints. The Math Department has experimented with changing the number of days/week some of its courses are offered. At times, they have increased the frequency of classes per week, believing that students can absorb and retain more when material is introduced in smaller chunks at a time, and when student-instructor contact occurs with greater frequency throughout the week.

Reference: <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>.

Engineering

In its spring 2011 Program Reflections, Engineering faculty, which consisted of one full-time faculty member and two adjuncts, discussed the lack of motivation of Engineering students and their lack of problem-solving ability. In Engineering, a possible curricular solution has been proposed and implemented. Students now turn in homework for credit. The homework has been redesigned to take the student from drills which emphasize technique (with answers included) to problems that emphasize

² ENGL 301 SLO example: Write clear, effective sentences, which demonstrate control of grammar, diction and technical conventions in academic writing.

³ ENGL 321 SLO example: Use appropriate conventions of Standard American English; including grammar, punctuation, mechanics and syntax

problem-solving (answers not included), thereby building up skills to meet ENGR 1 SLOs.⁴ They also recognize that students in the adjunct-taught ENGR 2 graphics class need more support during the week to learn the software. More support would enable greater attainment of ENGR 2 SLOs.⁵

Finally, the Engineering faculty discussed the success of MESA programs elsewhere and the value of starting one at MPC. “If we’re serious about learning outcomes,” they said, “this is a program that works.”

Reference: <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>.

Engineering Action Plans included proposals to buy updated 64-bit software to possible collaborations with neighboring institutions. They also plan to advocate for installment of a MESA program office, mentioning that MPC’s neighbor Hartnell Community College considers the MESA program a crucial factor in their success.

Reference: <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf>.

Earth Science

The essence of Earth Sciences is to take students into the field and have them interpret the origin of landscapes, rock outcrops, and ocean processes such as waves and currents. The majority of dialog in the Program Reflections revolved around how to support these field experiences in the classroom. One example of how this dialog was noted into action planning can be found in the Earth Science Action Plan (2010-2011). The plan includes obtaining equipment to create the zoom-able panoramic photographs and bring virtual globes into the classroom. This project includes taking high-resolution zoom-able panoramic photographs of outcrops encountered on field trips to support GEOL 2 and 2L SLO #2⁶, and was funded by a Sarlo Grant and completed during the 2011-2012 academic year. Other such projects include deploying ocean drifters to measure ocean currents to support OCEN 2 and 2L SLO #3⁷. The Earth Sciences Department also talked about the struggles of students not fully prepared for a college-level science course. Finally, the challenge of offering Earth Science classes at the Marina Ed Center was discussed.

Reference: <http://www.mpcfaculty.net/senate/AccredResponse2012/ProgramReflectionsSummary2010-2011.pdf>.

The Earth Science Action Plan includes obtaining equipment to create the zoom-able panoramic photographs and bring virtual globes into the classroom. This project was completed during the 2011-2012 academic year. An ongoing need is to obtain instructional equipment and supplies to teach Earth Sciences at the Marina Ed Center. Some of this equipment has been purchased and additional purchases

⁴ Apply basic engineering principles and use common computer tools to design and build a product in a team environment; students will be able to identify the main branches of engineering, the education options, and the roles and responsibilities of engineering in society.

⁵ Use 2D and 3D CAD Software to design, describe and document engineering products.

⁶ Use observations of outcrops and/or landscape morphology to interpret basic geologic history and processes.

⁷ Analyze how oceanic processes contribute to the Earth’s systems from geological, chemical, biological, and physical perspectives.

are currently being evaluated. Planned curricular changes included more overt and explicit emphasis on the scientific method in Oceanography labs. These efforts specifically support the Natural Sciences General Education SLO.⁸

Reference:

<http://www.mpcfaculty.net/senate/AccredResponse2012/ProgRevAnnualUpdateSummary2010-2011.pdf>.

Examples from the 2011-2012 Academic Year

The main pieces of evidence for this section are:

1. Completed Program Reflections
<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> .
2. Summaries of Program Reflections shared at Advisory Group meetings
<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/Forms/AllItems.aspx> .
3. Completed Action Plans and Program Review Annual Updates for Academic Affairs
<http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf> .

Automotive Technology

Reading comprehension was the principal topic of conversation among Automotive Technology faculty during their spring 2012 Program Reflections. Lack of reading comprehension prevents a significant cohort of Auto Tech students from fully achieving any of their SLOs, and prevents them from passing certification exams, an important metric of SLO achievement. The group reported that sending students to the various student support services was not consistently successful. Several goals/plans emerged from the discussion, mostly centered around assessing students' reading skills within the Auto Tech Department and working more closely with the support services available on campus, to result in better support of Auto 170 SLOs.

Reference:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> p. 53.

In the 2012 Action Plans, Auto Tech listed the creation of pre-requisites for certain upper division courses in order to ensure that all incoming students had the reading skills that would be required. The rationale for this action plan cited the Program Reflections dialog about students entering the class without foundational skills. This is an example of the close relationship between the Program Reflections process and MPC's planning and resource allocation process.

Reference:

<http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf> .

⁸ Use the scientific method to investigate phenomena in the natural world and use concepts, experiments, and/or theory to explain them.

Biology/Anatomy and Physiology/Health

In the spring 2012 Program Reflections, this group discussed the study skills, or lack thereof, of their students. Students cannot achieve the SLOs of courses in these departments without these skills. Several ideas were discussed to address these problems, from giving quizzes the day of a lab to encourage students to prepare for that day's lab, to providing more oversight to student tutors to ensure that they don't cross the line from tutoring to lecturing. Another idea was using a program called Screenflow to record lectures for students to access on-line for review purposes.

These efforts would support the natural sciences SLO⁹, which is incorporated into all science classes, as well as additional course-level SLOs.

Reference:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> .

As a result of the Program Reflections dialog, both the 2012 Biology and the 2012 Anatomy and Physiology Action Plans listed such items as “Applications of technology within the laboratory”, and “Improve retention and success rates”. The Screenflow software was purchased during the 2011-2012 academic year and is currently being used in a variety of classes including Anatomy 1, Biology 10, 21, 22, and 30. Faculty members from the Biology Department report that the system has worked so well that additional systems were purchased at a later date. These action items address to the Program Reflections dialog about ways to improve student attainment of SLOs.

Reference:

<http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf> .

Social Sciences

In Social Sciences, the fall 2011 Program Reflections centered around the critical thinking skills that students must demonstrate to attain the SLOs in Social Science courses. Discussion centered around ideas to provide students with “prime sources” and model ways for students to read and critically examine them. The faculty talked about giving students examples of student work that successfully analyze a text. In spring 2012, they met as a group and, spurred by a presentation on SLO efforts in Anthropology, discussed the kinds of assignments they give that address the kinds of skills described by their SLOs.¹⁰ Response to this kind of discussion, as described in informal and formal meetings was very positive.

References:

Program Reflections:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> P. 36 and 74.

⁹ Natural Sciences General Education Outcome (GEO): Use the scientific method to investigate phenomena in the natural world and use concepts, experiments, and/or theory to explain them.

¹⁰ Examples of Physical Anthropology (ANTH 2) and Cultural Anthropology (ANTH 4) SLOs include: Differentiate between fact and fiction and recognize logical fallacies and faulty reasoning; demonstrate their knowledge of the unique place of humanity in the biological world; critically examine and comprehend human nature and behavior, social traditions, and institutions.

Summary:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/Academic%20Affairs%20Summary%20Notes%20on%20Program%20Review%20and%20Reflections%205-9-12.pdf>.

In the Social Sciences 2012 Action Plans, many of the specific items referred to revising curriculum or revising class assignments. “Develop revised curriculum for History 7 and 4 to teach online and face-to-face in spring 2013” is one example. “Update and acquire laboratory materials (bones, artifacts, data analysis equipment, etc.) for purposes of supporting student learning outcomes in the department’s core courses” is another example from the Anthropology Department. These types of materials were purchased for the Anthropology laboratory during the 2011-2012 academic year through an MPC Foundation Grant. In addition, many requests involved requesting new full-time faculty members to provide leadership in departments with no full-time instructors. Leadership to improve student attainment of student learning outcomes is difficult in departments with no full-time faculty.

Reference:

<http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf>.

School of Nursing

The Program Reflections for Nursing documented a wide-ranging dialog. One of the principal topics was student learning in a changing health care environment and embodied by the national Quality and Safety in Nursing Education initiative. As discussed at their meeting, the School of Nursing has developed an educational master plan to address these changes, which will involve a major curriculum change over the next few years to ensure that students can attain SLOs of the Nursing program and its courses.

Reference:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> p. 62.

In their action plans, the School of Nursing asks for funds to plan for the major curriculum change over the next few years by sending faculty members to attend a national forum on the Quality and Safety in Nursing Education. The School of Nursing Action Plans starts to lay the groundwork for a multi-year effort of changing curriculum.

Reference:

<http://mympc.mpc.edu/Committees/AAAG/Lists/Announcements/Attachments/12/Program%20Review%20Annual%20Update%20Report%202011-2012.pdf>.

Counseling

The Program Reflections session in Counseling centered on issues related to the difficult situation of increased state and federal regulations paired with less counseling personnel to interact directly with students. Considering the myriad of issues confronting students, especially at the beginning of a semester, counselors do not have enough time to ensure that students understand all of the necessary information. The Program Reflections session resulted in counselors prioritizing how they organize their time in individual meetings with students, devoting the first few minutes to determining which needs are immediate and which needs can be met with a counseling meeting later in the semester. Examples include showing new students how to read their assessment results, use the online class schedule, select courses, and use WebReg versus discussing UC and CSU campuses that offer their intended major.

These specific examples support MPC Counseling SLOs.¹¹ The spring 2011 semester marked the first time that Counseling and other Student Services departments joined the instructional faculty in meeting during flex days to have the Program Reflections dialog, making it a truly institutional effort.

References:

Program Reflections:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> , pp. 93-94.

Summary:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/Student%20Services%20Summary%20Notes%20on%20Program%20Reflections%205-24-12.pdf> .

Re-Entry and Multicultural Center

Program Reflections for the Re-Entry and Multicultural Center centered around strategizing on how a program that has recently been scaled back can continue to provide a level of services that approaches previous offerings. Results of the dialog involved plans to collaborate more closely with other Student Services departments, update grant applications to include more demographic information in order to more clearly define the cohorts of students served and more clearly see the benefits of the services, and to continue to offer events and workshops consistent with the Re-Entry and Multicultural Center's mission statement. The spring 2012 semester marked the first time that the Re-Entry and Multicultural Center and other Student Services departments joined the instructional faculty in meeting during flex days to have the Program Reflections dialog, making it a truly institutional effort.

References:

Program Reflections:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> p. 100.

Summary:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/Student%20Services%20Summary%20Notes%20on%20Program%20Reflections%205-24-12.pdf> .

Facilities and Security

The SLOs for this group include contributing to student learning by providing a clean, comfortable, and secure campus environment to enable students attain their academic objectives. Issues arising in the Program Reflections included challenges involved with smoking, food and drink in the classrooms, and parking. Discussion centered upon how to work with the campus community to address these issues. Smoking policy needs to be clearly stated and reasonably defended. Food and drink in classrooms make cleanup more difficult with reduced custodial staffs. Emergency numbers should be posted on campus maps and signage. Parking issues could be addressed through adjusting classroom scheduling away from peak hours. The main goal resulting from the dialog is to increase efforts to communicate with the rest of the institution about these issues and provide a clean, comfortable, and secure environment for student learning. The spring 2012 semester marked the first time that the Facilities and Security and other departments from Administrative Services joined the instructional faculty in meeting during flex days to engage in the Program Reflections dialog, making it a truly institutional effort.

¹¹ Counseling SLO example: Utilize appropriate resources to identify and develop academic and career goals.

References:

Program Reflections:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> pp. 79-80.

Summary:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/Administrative%20Services%20Summary%20Notes%20on%20Program%20Reflections%205-29-12.pdf> .

President's Office/Human Resources/The MPC Foundation/Office of Institutional Research

These groups all report to the President, so they met together for their Program Reflections dialog. Although all of these groups do not address student learning directly, they do all provide support to systems that are critical to the effective delivery of instruction or service to students. Although disparate in function, these groups found common challenges, which consisted of communication, limited funding, and technology. Strategies were developed to address the challenges in each of these areas. For communication, use of the Educational Master Plan for setting priorities, outsourcing of public relations, and collaboration with regional four-year universities were all discussed. For limited funding, collaboration between departments was emphasized; Human Resources needs automated data bases to streamline some of their tasks. To address the technology issues, the group suggested directing limited resources to revamping the public website. They felt the public website does not allow ease of use for registration, access to course information, information about the college, or in conducting college transactions. The spring 2012 semester marked the first time that groups within the President's Office joined the instructional faculty in meeting during flex days to engage in the Program Reflections dialog, making it a truly institutional effort.

References:

<http://www.mpc.edu/information/accreditation/Student%20Learning%20Outcome%20Documents/SLO%20Assessment%20Report%202011-2012.pdf> pp. 76-77.

Certification of Follow-up Report

October 2012

To: Accrediting Commission for Community and Junior Colleges,
Western Association of Schools and Colleges

From: Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940

This Follow-up Report is submitted in response to Recommendation 1 – 3 on Student Learning Outcomes. We certify that there was broad participation by the campus community. We believe this Follow-up Report accurately reflects our efforts and plans to enhance Student Learning Outcomes at Monterey Peninsula College.

Signed: _____ Date: _____
Dr. Douglas R. Garrison, Superintendent/President, Monterey Peninsula College

_____ Date: _____
Dr. Loren Steck, Chair, Governing Board

_____ Date: _____
Dr. Celine Pinet, Vice President for Academic Affairs
Co-Chair, Student Learning Outcome Committee

_____ Date: _____
Dr. Alfred Hochstaedter, President, Academic Senate
Co-Chair, Student Learning Outcome Committee

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. H

Academic Affairs
College Area

Proposal:

The Governing Board is to receive an information report on MPC's process review for development of the ACCJC Mid-term Report.

Background:

The ACCJC requires each community college to prepare a Mid-Term Report, due three years after the evaluation team visit. Through the Mid-Term report, the community college is expected to provide information about progress made on addressing the four recommendations of the evaluation team, the planning agenda identified in the self study, and updates on substantive change proposals.

MPC developed each assigned task and a timeline for the completion of the Mid-Term Report as well as the structure for responding to the planning agenda per standards. The Midterm Report is scheduled to be reviewed by the Governing Board in January, prior to its submission to ACCJC.

Budgetary Implications:

None.

INFORMATION: Review of process for the ACCJC Mid-Term Report.

Recommended By: Dr. Alfred Hochstaedter, President, Academic Senate

Prepared By: 
Dr. Celine Pinet, Vice President for Academic Affairs

Agenda Approval: 
Dr. Douglas Garrison, Superintendent/President

ACCJC Mid-term Report Timeline

TASK	TIMELINE
Review timeline at College Council (info item)	August 7, 2012
MPC ALO Draft of Concept and Format	August 1 to 7, 2012
Organization, Tasks and Assignments	August 22, 2012
First Draft Responses to Tasks and Assignments	September 21, 2012
Draft prepared for Shared Governance	September 21-30, 2012
SSAG Presentation	October 11, 2012
AAAG Presentation	October 17, 2012
Academic Senate	November 1, 2012
ASAG Presentation	November 6, 2012
Second Draft and Editorial Review Following Shared Governance Process	November 16, 2012
College Council First Reading	December 4, 2012
College Council Second Reading	December 18, 2012
Final Draft	January 9, 2013
Board of Trustees	January 23, 2013
Layout and Final Publication	February 25 to March 1, 2013
Delivered to ACCJC	March 15, 2013

DRAFT

MPC Self Study Report 2009: Planning Agendas – Updated 08/01/12

TO BE SUBMITTED TO THE PRESIDENT AT PVP FOR THE FIRST MEETING OF EACH MONTH

PLAN STANDARD	DIV	STATUS *	DATE	PERSON RESPONSIBLE	DATE COMPLETED	COMMENTS
Plan – Standard IIA.2.e, 2.f: The CurricUNET specialist, under the supervision of the Dean of Instructional Planning, will train faculty to use the CurricUNET system.	AA	IP	current	M. Gilmartin		This is an ongoing effort as faculty modify or create new curriculum.
Plan – Standard IIA.2.i: In collaboration with the Academic Senate, division chairs, and faculty, the SLO Committee will provide leadership to complete General Education SLOs.	Senate/ AA	IP	current	Fred/C. Pinet		Ongoing college-wide implementation of SLOs Assessment of GE SLOs in process ACCJC SLO Report in progress
Plan – Standard IIA.6, 6.a, 6.b, 6.c: The Counseling Department, in collaboration with academic departments and instructional faculty, will establish a formal, consistent method of evaluating the course content, course objectives and/or student learning outcomes of incoming transfer coursework to assure that these courses have course objectives and/or learning outcomes comparable to MPC courses.	SS/AA	IP	current	C. Anderson/ L. Walker/ M. Gilmartin		CurricUNET for SLO info, ASSIST, College Catalogs. College Source and Professional Judgment are tools used to meet this requirement.
Plan – Standard IIC.1: The coordinators and directors of academic support programs will implement a plan to inform faculty and staff of services available, their location and hours of operation.	AA/SS	IP	current	C. Pinet C. Anderson		BSI poster distributed across MPC and posted on the website

MPC Self Study Report 2009: Planning Agendas – Updated 08/01/12

TO BE SUBMITTED TO THE PRESIDENT AT PVP FOR THE FIRST MEETING OF EACH MONTH

PLAN STANDARD	DIV	STATUS*	DATE	PERSON RESPONSIBLE	DATE COMPLETED	COMMENTS
Plan – Standard IIC.1.a: The college will conduct an examination of on campus computer usage and develop a plan that will enable the institution to replace equipment and upgrade software on a schedule congruent with resources.	AS	COMP	2010	S. Ma	2010	Program Review and Technology assessment plan have been completed
Plan – Standard IIC.1.b: As part of the continuous quality improvement effort, the Vice President of Academic Affairs will collaborate with the Academic Senate, the faculty union and the instructional divisions to design an evaluation process for all online courses.	AA	IP	current	C. Pinet MPCTA Senate Dist Ed Cmte		Distance Ed Cmte is developing interests Part of negotiations in 2011-12
Plan – Standard IIC.1.d: The college will examine access points to the Library and Technology Center, as various learning support services keep inconsistent hours and thus make securing the building a challenge. Following this examination, the college will implement a plan to address issues associated with securing the Library and Technology Center.	AA	IP	12/22/11	C. Pinet		Library Staff have implemented effective key control.
Plan – Standard IIID.2.g: Fiscal Services will implement a system to process purchase requisitions online and computerize the district's capital asset accounting.	AS	Complete	2/2012	S. Ma	Dec 2010	Online PR implemented Dec. 2010. Now tracking capital assets on Excel
Plan – Standard IVB.1.e: The Superintendent/President will inform the college community of board policy revisions.	Pres	IP	current	D. Garrison/ Carla		Policy changes will be publicized via shared governance, all users MPC emails, and through MPC website

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. I

Human Resources
College Area

Proposal:

That the Board authorize the Vice President for Administrative Services to enter into the attached reimbursement services agreement with WageWorks for the District's Section 125 Flexible Benefits Plan.

Background:

In 2005, Monterey Peninsula College established an IRS Section 125 Plan for use by employees which allows employees to designate payroll deductions on a tax exempt basis for qualified unreimbursed medical and/or dependent care expenses. Section 125 contributions save taxes and Social Security contributions on qualified contributions to the program. In 2009 the plan was amended to change the plan administrator to Aflac. MPC was recently notified that Aflac is transitioning its flexible benefit plans to WageWorks. Aflac assures us that WageWorks will provide enhanced reimbursement and customer services to MPC employees. Aflac will continue to provide employee communication and enrollment services for the Section 125 Plan as well as Aflac voluntary products.

Budgetary Implications:

None – the cost remains the same which is paid by employees participating in the Section 125 plan.

- RESOLUTION: BE IT RESOLVED**, that the Governing Board authorize the Vice President for Administrative Services to enter into the attached reimbursement services agreement with WageWorks to provide claims administration services for the Section 125 Flexible Benefits Plan, effective November 1, 2012.

Recommended By:



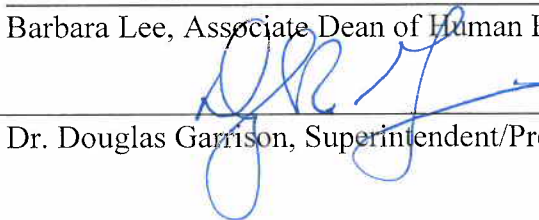
Stephen Ma, Vice President for Administrative Services

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

REIMBURSEMENT SERVICES AGREEMENT

Employer: Monterey Peninsula College

Federal ID: 94-2314506

AFLAC Client ID: 200859964

Employer selects the following flex benefits checked below:

- Medical Care Expense Reimbursement (URM) Commuter Parking & Transit (CSA)
 Dependent Day Care (DDC)

Employer elects FREE Flex Debit Card Services and agrees to the terms in Appendix E: Yes No

Employer elects URM Grace Period services and agrees to the terms in Appendix F: Yes No

Employer elects DDC Grace Period services and agrees to the terms in Appendix F: Yes No

Employer elects one Benefit Funding Method checked below and agrees to the respective terms in Appendix D:

- 1-Daily ACH Debit * 2-Daily Client Bank Settlement 3-Daily ACH Credit
 4-Fast Forward 5-Self Pay

*Daily ACH Debit funding is easiest to use for most employers

Employer Bank Account Information		
Payments for FEES and BENEFIT FUNDS are pulled via WageWorks' initiated ACH debit, except for many Public Sector employers (some schools and governmental entities) where electronic access to an employer's bank account by an unrelated third party service provider for the collection of FEES and/or BENEFIT FUNDS is not permitted by law.		
	Fee Payments <small>Applies to processing service fees</small>	Benefit Funding Payments <small>Do not complete for Funding Method 3 or 5</small>
Name of Bank		
Routing Number (9 digits)		
Bank Account Number:		
Name of Employer's Bookkeeping/Finance contact		
Email: Bookkeeping/Finance contact		
Phone: Bookkeeping/Finance contact		
Employer is a Public Sector entity	<input checked="" type="checkbox"/> Check if ACH debit to pull fees is not permitted by law (and do not complete above)	<input checked="" type="checkbox"/> Check if ACH debit to pull benefit funds is not permitted by law (and do not complete above)

ACKNOWLEDGEMENT, EXECUTION AND AGREEMENT

By signing below, you acknowledge (i) that you have the authority to bind the Employer named above to all terms, conditions and obligations identified or set forth on the following pages in this Reimbursement Services Agreement and in Exhibit A (the "Agreement") as of ~~October~~ ^{November} 1, 2012 ("Transition Date") for the Plan Year beginning January 1, 2012 ("Initial Plan Year"); and (ii) that you have read and understand the Agreement. Signing binds the Employer named above to all provisions of the Agreement.

Employer

Signature of Employer's Authorized Signatory:

By

Print Signatory's Name: Stephen Ma

Print Title of Signatory: VP, Admin. Serv.

WageWorks, Inc.

By Miles S. Ross

Miles S. Ross

Senior Vice President



THIS REIMBURSEMENT SERVICES AGREEMENT, effective upon execution for the Plan Year as set forth herein, by and between Monterey Peninsula College (the "Employer") and WageWorks, Inc. ("WageWorks"). WageWorks agrees to provide all services described herein upon acknowledgement and agreement by Employer on the Transition Date (as such term is defined herein).

WITNESSETH:

WHEREAS, the Employer has adopted a Medical Care Expense Reimbursement ("URM") Plan and/or a Dependent Care Expense Reimbursement ("DDC") Plan for its Employees in conjunction with its Flexible Benefits Plan (collectively referred to, with the commuter benefit program described below, as the "Plan" and attached hereto) to be adopted and administered in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Employer offers a commuter benefit program providing qualified transportation benefits to its Employees to the extent permitted under Code Section 132(f) and existing and applicable laws and regulations; and

WHEREAS, the Employer will serve as the Plan Administrator; and

WHEREAS, the Employer desires that WageWorks, as its agent, furnish reimbursement services within a framework of policies, interpretations, rules, practices and procedures (the "reimbursement practices and procedures") made and established by the Employer in: (i) receiving and processing requests for benefits under the Plan ("Requests") and (ii) disbursing benefit payments from Employer funds (as provided for in Section II.A.) for eligible expenses under the flexible spending account provisions of the Plan; and

WHEREAS, the Employer is to pay all plan benefits owed or established under the Plan to its Participants, and WageWorks is to provide the agreed upon services to the Plan without assuming any such liability;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Section I. Enrollment and Determination of Eligibility

A. The Employer shall:

- (1) be responsible for interpreting the Plan and its provisions, its terms, conditions and operation; and
- (2) notify Plan Participants of their ability to apply for reimbursement benefits and supply them with Request forms (to be provided by WageWorks) and Request filing instructions; and
- (3) no later than thirty (30) days prior to the annual renewal date of Plan participation provide WageWorks with the names, addresses, Social Security Numbers or distinct participant ID numbers, and elected amounts of all Participants (and spouse or dependents if applicable) in the Plan; and
- (4) notify WageWorks at least five (5) business days (via means of written communication acceptable to WageWorks) prior to the first payroll date affected as to any new Participants (with elections made after annual enrollment) in any of the reimbursement Plans; and
- (5) notify WageWorks at least five (5) business days (via means of written communication acceptable to WageWorks) prior to the first payroll date affected as to any Change in Status affecting a Participant's election, or any Qualified Beneficiary electing coverage under COBRA and the amount of such election (if COBRA applies to the Employer), or of any other change which will affect WageWorks' responsibilities hereunder.

B. In determining any person's right to benefits under the Plan, WageWorks shall rely on the eligibility information furnished by the Employer, and any signed statements by Participants regarding the eligibility of their Requests under the respective Plan. It is mutually understood that the effective performance of this Agreement by WageWorks will require that it be advised on a timely basis by the Employer during the continuance of this Agreement of the identity of individuals eligible for benefits under each of the respective reimbursement Plans. Information regarding a Participant's enrollment under either reimbursement Plan shall identify the effective date of enrollment and shall be provided to WageWorks (via means of written communication acceptable to WageWorks) in accordance with the applicable timeframes set forth in Sections I.A.(3) through I.A.(5) above. Any delay shall result in a corresponding delay in WageWorks' ability to make benefit determinations. WageWorks shall not be responsible for delays in paying Requests where the Employer has failed to inform WageWorks (in a form and with such information as may reasonably be required by WageWorks) of a Participant's enrollment information in a timely manner. Similarly, information modifying a Participant's eligibility or status/election under either reimbursement Plan or the Commuter Plan shall identify the effective date of eligibility and the termination date of eligibility and shall be provided to WageWorks (via means of written communication acceptable to WageWorks) at least five (5) business days prior to the effective date of such modification in order to be considered by WageWorks in making benefit determinations hereunder. WageWorks shall not be responsible for Requests paid in error where the Employer has failed to inform WageWorks (in a form and with such information as may reasonably be required by WageWorks) of a Participant's eligibility or status change prior to the release of the benefit payment.



Section II. Funding and Payment of Requests for the Plan Benefits

- A. Funding of Requests. Employer must choose and agree to one of the five funding methods described in the Funding Options Schedule (attached hereto as Appendix D), which shall be part of and incorporated into this Agreement.
- B. WageWorks, as agent for the Employer, shall provide those services described in Appendix A, B and C and in the Payment Card Services Appendix (attached hereto).

Upon written request submitted to WageWorks, WageWorks may provide limited assistance with certain of the nondiscrimination tests. The terms and conditions (including applicable fees) under which such services are provided are set forth in Appendix B "Nondiscrimination Testing Services". In providing services, WageWorks shall assume that ERISA and COBRA apply to the Employer's Plan unless the Employer gives WageWorks written direction otherwise.

- C. WageWorks shall not be obligated or responsible for any duty with regard to the administration of the Plan (imposed by the Plan or otherwise) except as specifically provided above or in the attached appendices. Without limiting Employer's responsibilities described therein, it shall be the Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plan as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns to meet ERISA requirements) relating to the Plan; determine if and when a valid election change has occurred; handle Participant claim appeals; allow WageWorks, by and through independent associates, a reasonable opportunity to discuss WageWorks, and DDC, URM and/or Commuter benefits; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plan in compliance with applicable provisions of the Plan, ERISA, the Code and other applicable federal and state laws.
- D. In the event that WageWorks overpays any person entitled to benefits under the Plan or pays benefits to any person who is not entitled to them, WageWorks shall take all reasonable steps to recover the overpayment, except that WageWorks shall not be required to initiate court proceedings to recover an overpayment. WageWorks shall promptly notify the Employer if it is unsuccessful in recovering any overpayment. Additionally, any overpayment occurring as a result of an ineligible Card Transaction will be handled in accordance with the provisions set forth in the Card Services Appendix (attached hereto).
- E. WageWorks will optically scan and maintain electronic copies of all Plan reimbursement Requests and supporting documentation for a period of seven (7) years after the claim is processed. Copies of claim documents can be reproduced upon written request at WageWorks' currently prevailing rate. Any record attributable to Card Transactions will be made available by WageWorks only to the extent made available to WageWorks by any Card Processor or other Card service provider.

Section III. Liability and Indemnity

- A. In performing its obligations under this Agreement, WageWorks neither assumes nor underwrites any liability of the Employer under the Plan, but with respect to the Employer, acts only as provider of those services specifically described in Section II.B. of this Agreement and with respect to Plan Participants, acts only as the agent of the Employer. The services to be performed by WageWorks shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices, and procedures made or established by the Employer. WageWorks shall have no discretionary authority or discretionary control over any assets of the Employer, the Plan, or Plan Participants.
- B. WageWorks shall have no duty or obligation to defend any legal action or proceeding brought to recover a Request for Plan benefits. WageWorks shall, however, make available to the Employer and its counsel, such evidence relevant to such action or proceeding as WageWorks may have as a result of its processing of the contested benefit determination.
- C. Except as otherwise explicitly provided in this Agreement, the Employer shall retain the liability for all Plan benefit Requests and all expenses incident to the Plan and for any and all violations of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), if applicable, and agrees to indemnify WageWorks for and hold it, its directors, officers, and employees, harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which WageWorks may become liable. This indemnity shall survive the termination of this Agreement.
- D. WageWorks shall use ordinary and reasonable care in the performance of its duties, but shall not be liable to the Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or grossly negligent act of WageWorks, its officers or employees.
- E. WageWorks shall have no duty or obligation with respect to Requests incurred prior to the Transition Date of this Agreement or pertaining to a plan year prior to the Initial Plan Year (hereafter "Prior Reimbursement Requests") and/or Plan Administrator (or other) services arising prior to the Transition Date of this Agreement or pertaining to a plan year prior to the Initial Plan Year (hereafter "Prior Administration"). The Employer specifically acknowledge(s) and agree(s) that: (i) WageWorks has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (ii) the Employer will be responsible for processing Prior Reimbursement Requests (including any Run-Off Requests or grace period Requests submitted after the Transition Date of this Agreement) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements and (iii) the Employer agrees to indemnify and hold WageWorks harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.



- F. Except as otherwise provided in the HIPAA Business Associate Agreement (Exhibit A), the Employer agrees that WageWorks may communicate confidential, protected, privileged or otherwise sensitive information to Employer through the Named Contact (as designated on the applicable plan document request form or as subsequently updated by the Employer and maintained on file by WageWorks) and specifically agrees to indemnify WageWorks and hold it harmless: i) for any such communications directed to the Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and ii) from any claim for the improper use or disclosure of any health information by WageWorks where such information is used or disclosed in a manner consistent with its duties and responsibilities under this Agreement.
- G. IN NO EVENT SHALL EMPLOYER OR WAGeworks BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). IN ADDITION, WAGeworks SHALL ONLY BE LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES IN AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.
- H. Each party shall indemnify, defend and hold harmless the other party and its officers, directors, shareholders, employees and agents ("Indemnified Parties") from and against claims and proceedings for actual damages or losses (including legal fees and expenses) arising out of any actual or alleged (i) breach by such party of its obligations hereunder (ii) negligence or willful misconduct of such party or its employees, officers or agents (iii) the failure of such party to comply with applicable law (iv) any claims in which one party is named or joined with the other party when such party has not engaged in any wrongful acts or (v) with respect to Employer, it shall identify and hold harmless WageWorks' Indemnified Parties for any act or omission taken by WageWorks pursuant to Employer's instructions. The indemnifying party shall assume and have sole control of the defense of such claim; provided, however, that neither party may settle any claim without the prior written consent of the other party if such settlement exposes the other party to any liability. Notwithstanding the foregoing Employer acknowledges and agrees that WageWorks is not responsible for any negligence or willful misconduct of any Aflac agent arising out of or related to this Agreement and the services being provided hereunder.

Section IV. Reimbursement Request Processing Service Fee

- A. The Employer shall pay WageWorks a fee for services performed under this Agreement (the "Service Fee"). Service Fees are based on a number of factors and are set forth on the Fee Schedule, attached hereto as Appendix C, which shall be part of and incorporated into this Agreement. Failure to pay any applicable monthly Service Fee by the next monthly Request processing cycle shall result in a cessation of Request processing services until such fees are received by WageWorks. If Request processing services are pending for an entire monthly processing cycle, WageWorks may terminate this Agreement in accordance with Section VI.
- B. WageWorks agrees not to raise the fees in Appendix C for a period of 3 years from the Transition Date. WageWorks may revise the Service Fee for services performed under this Agreement effective beginning on the third Anniversary Date (as defined in Section V) of this Agreement by giving the Employer written notice of the revised rate at least thirty (30) days prior to the applicable Anniversary Date.
- C. Notwithstanding any other agreement between the parties (and/or their agents), WageWorks may revise the Service Fee set forth above at any time if revision is deemed necessary by WageWorks by reason of: (i) modification or amendment of the Plan by the Employer; or (ii) a significant suspension, limitation, modification or revocation of the benefits made available to Participants under the Flexible Benefit Plan. WageWorks shall advise the Employer of the revised Service Fee at least thirty (30) days prior to its implementation. If the Employer does not terminate this Agreement (by written notification pursuant to Section VI.A.(3)) within thirty (30) days after the receipt of a notice of such revision, the Employer shall be deemed to have agreed to such revision for the remainder of the Term of the Agreement. Thereafter, the Service Fee on and after the implementation date shall be made on the basis of such revised Service Fee.
- D. WageWorks may revise the Service Fee set forth above at any time if any change in law or regulations imposes on WageWorks greater duties or obligations than contemplated by the Agreement in force at the time of such change.

Section V. Term of Agreement

The initial term of this Agreement shall commence on the later of the (i) Transition Date or (ii) the first day of the Initial Plan Year and shall end on the last day of the Initial Plan Year (the "Initial Term"); thereafter, this Agreement will automatically renew for successive periods of twelve (12) months each, a "Term" from the first day of the Initial Plan Year (the "Anniversary Date") unless, at least thirty (30) days prior to the end of the then current Term (the "Renewal Date"), the Employer or WageWorks gives written notice to the other of its intention not to renew the Agreement. In the event of a short Plan Year (other than the first Initial Plan Year) this Agreement shall automatically renew for an additional twelve (12)



months unless the Employer or WageWorks gives written notice to the other of its intention not to renew the Agreement within thirty (30) days after the Employer notifies WageWorks of the short Plan Year.

Section VI. Termination of Agreement

- A. This Agreement shall terminate upon the earliest of the following dates:
- 1) The end of a Term (including the Initial Term) of the Agreement following the delivery of written notice of termination pursuant to Section V.
 - 2) At the option of WageWorks, the date upon which the Employer fails to transfer sufficient funds to WageWorks (upon request by WageWorks): (i) to pay all valid Requests pending under the Plan (as provided in Section II.A.); or (ii) to pay the Service Fee (as provided in Section IV.A. and Appendix C). WageWorks shall promptly communicate its election of this option to the Employer.
 - 3) Upon the implementation date for a proposed Service Fee increase deemed to be unacceptable by the Employer (after delivery of written notice of termination by the Employer) pursuant to Section IV.C.
 - 4) At the option of WageWorks, upon suspension, limitation, modification or revocation of the benefits made available to Participants under the reimbursement Plan or the Flexible Benefit Plan (as determined by WageWorks in its sole discretion), WageWorks shall immediately communicate its election of this option to the Employer.
 - 5) Any other date mutually agreeable to the Employer and WageWorks.
- B. Upon termination of this Agreement, WageWorks shall cease the processing of all Requests then in its possession, return any undistributed funds to the Employer, and make all records relating to Requests in process reasonably available to the Employer. If the termination occurs pursuant to VI.A.(1). (above), WageWorks shall process all Run-Off Requests provided any Service Fee(s) is current. Thereafter, the Employer and/or Plan Administrator shall be responsible for all aspects of reimbursement Request processing and Plan administration.

Section VII. Miscellaneous

- (1) Notices. Any notice required to be given hereunder to WageWorks shall be sufficient if in writing and delivered personally, or by telefax to a number specified by WageWorks upon the Employer's request, or by prepaid first class mail to WageWorks 1100 Park Place, 4th Floor, San Mateo, CA 94403, or if to the Employer, at the address of the Employer denoted on the signature page attached hereto, or as subsequently updated by Employer and maintained on file by WageWorks.
- (2) Applicable Law. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of California, to the extent they are not preempted by ERISA, the Code, or any other federal law.
- (3) Legal and Tax Status. The Employer acknowledges that neither WageWorks nor its agents are providing legal or tax advice, and that neither WageWorks nor its agents serves as the Plan Administrator or a fiduciary under the Plan. The Employer shall be the sole party responsible for determining the legal and tax status of the Plan under applicable law. WageWorks shall have no power or authority to waive, alter, breach, or modify any terms or conditions of the Plan.
- (4) Assignment. This Agreement may be assigned by WageWorks to any other party, including any successor to the business of WageWorks by merger, consolidation, purchase of assets, or otherwise, without the prior consent of the Employer. This Agreement shall be binding upon any corporation into which the Employer may be merged or with which it may be consolidated, or any corporation succeeding to all or substantially all of the business of the Employer.
- (5) Entire Contract. This Agreement constitutes the entire contract between the parties and no modification or amendment hereto shall be valid unless in writing and signed by an officer of the Employer and an Officer or duly authorized representative of WageWorks.
- (6) Tax Reporting and Withholdings. The Employer has ultimate control over the payment of Plan benefits and shall be the sole party responsible for income and employment tax reporting and withholding obligations imposed as a result of any such payments being included in the gross income of recipients. WageWorks is a mere agent of the Employer for the processing of Benefit Requests.
- (7) Confidential Information. The term "Confidential Information" as used in this Agreement means confidential or proprietary information of any party that is not generally known to the public, including, but not limited to compilations, lists of actual or potential customers or suppliers, hardware systems, software, or other documentation of any type, whether in printed or machine readable form, computer databases, forms and form letters, contracts, information regarding specific transactions, and marketing and business plans. For the purposes of this subsection, Confidential Information shall not include the personally identifiable information relating to any of Employer's employees.

The term "Trade Secrets" as used in this Agreement shall mean Confidential Information that: (1) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The terms "Confidential Information" and "Trade Secrets" do not include information that: (a) is known to the receiving party prior to its disclosure by the disclosing party,



evidenced by the receiving party's written records; (b) is developed by the receiving party independently of any of the Confidential Information or Trade Secrets received in confidence from disclosing party, evidenced by the receiving party's written records; (c) is rightfully received by the receiving party from a third party without restriction and without breach of any obligation of confidentiality running to the disclosing party.

Each party agrees that it shall not disclose to others or use for any purpose other than performance of the Agreement any of the other party's Confidential Information or Trade Secrets any time during or after the term of this Agreement. Each party further agrees that it will disclose Confidential Information or Trade Secrets to its employees only as necessary for the performance of the Agreement, and only to employees with a need to know. Each party to this Agreement agrees that all Confidential Information and Trade Secrets are the property of the party disclosing it, and each agrees to promptly return to the disclosing party, upon demand, any Confidential Information or Trade Secrets furnished under this Agreement which is either received in or reduced to material form, and all copies thereof. The Employer agrees that WageWorks may make lawful references to Employer in its marketing activities.

- (8) Individual Information. Each party acknowledges that performance of the Agreement may involve the use and disclosure of personal information relating to the Employer's employees (including but not limited to names, addresses, benefit elections, claims and health information). WageWorks agrees that it will not use any such information disclosed to it by Employer except as authorized by the individual to whom the information relates or as otherwise permitted by applicable state or federal law or regulation. Employer agrees that it will not use any such information disclosed to it by WageWorks except for the purpose for which it received the information and will not further disclose such information without the written authorization of the individual to whom the information relates. This provision is not intended to create any third party beneficiary rights (in favor of Employer's employees or any other party).
- (9) Massachusetts Data Security Regulations (201 CMR 17.00 et seq). WageWorks certifies that it has in place and shall maintain during the term of the Agreement, a written comprehensive security program that is in compliance with the provisions of 201 CMR 17.00 et seq. (the "Regulations"). WageWorks has implemented and will maintain during the term of this Agreement appropriate technical, organizational and security measures and practices that are intended, in accordance with the Regulations, to (a) ensure the security and confidentiality of "Personal Information," as that term is defined in the Regulations, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Personal Information, and (c) protect against unauthorized access, use, modification, disclosure or destruction of Personal Information. WageWorks shall, in addition: (x) promptly report to Employer any misappropriation, or unauthorized use or disclosure, of any Personal Information that violates the terms of this Agreement, (y) mitigate, to the extent practicable, any harmful effects of such violation that is known to Employer or its agents or subcontractors (if any), and (z) cooperate with Employer in meeting any notification responsibilities required by the Regulations.
- (10) Subcontractors. WageWorks utilizes subcontractors to perform certain services in connection with this Agreement. WageWorks shall be liable for the acts or omissions of its subcontractors.
- (11) Capitalized Terms shall have the same meaning as in the Plan documents unless otherwise defined herein.



Appendix A
Schedule of Services to Be Provided By WageWorks

In accordance with attached Reimbursement Services Agreement WageWorks shall provide the following services for the Employer:

General Plan Services:

- provide the Employer with a sample amended and restated cafeteria plan document, if requested, including a medical care expense reimbursement ("URM") Plan and a dependent care expense reimbursement ("DDC") Plan to be reviewed by the Employer and its legal counsel; and
- provide the Employer with a sample amended flexible benefits summary plan description, if requested, for distribution to each Plan Participant and employees and where may be required by a Change in Status.

Additional Services if DDC, URM or Commuter Benefits Are Offered:

- assist the Employer in explaining the URM and/or DDC features of the cafeteria plan to employees and Commuter benefits to employees; and
- process the Employee-executed Salary Redirection Agreements as they relate to the URM and DDC components of the Employer's flexible spending account and an employee's Commuter account; and
- provide enrollment confirmation information to Participants which directs them to the website to verify their URM, DDC and/or Commuter elections; and
- provide each URM, DDC and/or Commuter Participant with access to the website to verify elections, view account balances and payments, learn about eligible expense, get information about filing claims, etc.
- upon receiving instructions from the Employer on a Change in Status, WageWorks will make the change requested by the Employer; and
- provide each URM, DDC and/or Commuter Participant with a "check stub" account balance statement with each reimbursement Request check issued, and
- make available via the website a current statement of year to date activity downloadable in PDF form; and
- provide each participant with an annual account balance statement (60-day written communication), if 60 days prior to the plan year end there is any remaining balance in the URM and/or DDC; and
- provide the Employer with website access to standard employer-level reports, including transactional summaries and monthly reports on Account activities; and
- receive Requests for URM, DDC and/or Commuter benefits, and expeditiously review such Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125, 129 and 132(f) of the Internal Revenue Code ("Code"), to determine what amount, if any, is due and payable with respect thereto; and
- disburse the benefit payments it determines to be due (subject to the availability of funds which is the responsibility of the Employer) in accordance with the provisions of the Plan and the following procedures:
 - valid reimbursement for URM and/or DDC benefits shall be paid by WageWorks not later than two (2) business days following the approval of each Request by mailing a check directly to the Participants at their addresses (unless otherwise requested by the Employer as allowed by the terms of the Plan) or by initiating a direct deposit transfer directly to the Participants in their respective bank accounts in the appropriate amount(s); and
 - if the amount of the (otherwise) reimbursable DDC Request exceeds the amount the Participant had withheld for DDC benefits, the excess shall be carried forward (within the same Plan Year) and treated as an Eligible Employment-Related Expense for that month; and
 - if the amount of URM Requests exceeds the amount the Participant has had withheld from URM benefits, the entire amount shall be processed to the extent of the Participant's annual election reduced by previous reimbursements made for expenses during the Plan Year (provided the Employer makes available sufficient funds for WageWorks to satisfy the Request); and
 - unless otherwise specified in writing by the Employer, Requests for URM benefits following a Change in Status impacting the URM election shall be processed using a "blended period of coverage approach" (i.e., the maximum URM benefit for a period of coverage following a Change in Status will be limited to the lesser of: (a) the annual URM maximum set forth in the Plan document less any benefit payments made prior to the Change in Status; and



(b) the sum of the Participant's URM account balance immediately before the Change in Status and any additional contributions made during the remaining period of coverage); and

- notify claimants as to any Requests which are denied because of inadequate Request substantiation or improper Request form submission, and give affected claimants the opportunity to resubmit their Requests; and
- provide to the claimant within five (5) business days following receipt of a Request, written notification as to the disposition of the Request; and
- Claim Appeals. Although WageWorks will process Requests in a non-discretionary manner under reimbursement guidelines established under the requirements of Section 125,129 and 132(f) of the Code, and will further conduct Request review and appeal procedures in a non-discretionary manner, the Employer shall have the ultimate right and responsibility to review contested Request appeals. Any departure specifically requested by the Employer in writing will be implemented by WageWorks, but if WageWorks objects to the departure as inconsistent with the requirements of the Code and WageWorks standard guidelines, implementation will be at the expense and risk of the Employer.



Appendix B
Nondiscrimination Testing Services and Form 5500 Preparation Services
[Provided Upon Annual Request]

Nondiscrimination Testing:

The Employer, upon submission of an annual Non-discrimination Testing Questionnaire, authorizes WageWorks to compile nondiscrimination testing percentages based upon the employee census data provided. As consideration for this service, the Plan Sponsor/Administrator agrees to release and hold WageWorks, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising as a result of the provisions of, or reliance upon such testing percentages. In addition, the Employer understands and agrees that:

- WageWorks is not in the business of providing legal or tax advice, and the Employer, as the plan sponsor/administrator, will not construe the testing percentages provided by WageWorks to be legal or tax advice. Accordingly, the Employer will seek the advice of its own tax or legal advisor to interpret and verify the testing percentages provided, and ensure compliance with applicable nondiscrimination requirements.
- The Employer bears a sole responsibility for nondiscrimination testing and the continued qualified status of its cafeteria plan under all applicable provisions of the Internal Revenue Code.
- The testing percentages provided by WageWorks are merely an indicator of compliance with three of the applicable nondiscrimination tests – the Cafeteria Plan 25% Key Employee Concentration Test, the Dependent Care 5% Shareholder Test, and the Dependent Care 55% Average Benefits Test. The Employer must also ensure compliance with the Eligibility Test and Contributions and Benefits Test applicable to the Cafeteria Plan, the URM, and the DDC Plan, as well as other tests that may apply to the benefits offered through the Cafeteria Plan. To ensure compliance with applicable provisions of the Internal Revenue Code, additional nondiscrimination testing and result verification must be undertaken by the Employer with the assistance of its tax or legal counsel.
- Discrimination testing should be conducted at least 180 days prior to the end of the Plan Year to which the data relates to ensure adequate time to make any required corrections.. WageWorks will assist with discrimination testing no less frequently than once per year and no more frequently than once every ninety (90) days.

Form 5500 Preparation:

Only employers with more than 100 participating employees at the beginning of the plan year are required to file Form 5500.

The employer, upon submission of an annual request for form 5500 Assistance Plan Sponsor and Cafeteria Plan Information Data Sheet, authorizes WageWorks to prepare a "signature-ready" Form 5500 and applicable schedules based upon the information provided regarding the Employer and its cafeteria plan. As consideration for this service, the Plan Sponsor/Administrator agrees to release and hold WageWorks, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising as a result of the provisions of, or reliance upon such "signature-ready" forms. In addition, the Employer understands and agrees that:

- WageWorks is not in the business of providing legal or tax advice, and the Employer, as the plan sponsor/administrator, will not construe the testing percentages provided by WageWorks to be legal or tax advice. Accordingly, the Employer will seek the advice of its own tax or legal advisor to interpret and verify the testing percentages provided, and ensure compliance with applicable nondiscrimination requirements.
- The Employer bears a sole responsibility for nondiscrimination testing and the continued qualified status of its cafeteria plan under all applicable provisions of the Internal Revenue Code.
- Providing WageWorks with the information needed to complete the Form 5500 does not constitute an actual filing with the Internal Revenue Service. The timely submission of the appropriate forms remains the responsibility of the Employer.
- If WageWorks has been asked to prepare sample Form 5500s after the filing deadline has passed, the Employer agrees to hold WageWorks, its subsidiaries, affiliates, officers, directors, owners, shareholders, attorneys, successors and assigns harmless from any liability arising from as a result of late filing.



Appendix C Fee Schedule

In accordance with the attached Reimbursement Services Agreement, the services provided pursuant to this Agreement are subject to the Service Fee described in this Fee Schedule. To the extent this Appendix conflicts with the Agreement, the Agreement shall control.

1. Service Fee.
 - a) The Service Fee shall be based on:
 - (1) The Employee Count (defined below) and
 - (2) The number of Participants per Plan benefit (DDC, URM and/or Commuter) enrolled at the beginning of the plan year for which services are rendered.
 - b) Employee Count.
 - (1) The number of eligible employees (the "Employee Count") is the factor that determines the Employer's monthly fee rate per Participant in the Plan (the "Fee Rate") under this Agreement. For purposes of this Appendix C, the term "eligible employees" includes all the Employer's employees who may participate in the benefits offered under the Employer's Flexible Benefit Plan (including URM and/or DDC Plan benefits).
 - (2) The Employee Count on record for the Employer for the Initial Term of this Agreement is 630. By executing this Agreement, the Employer certifies that the Employee Count listed above reflects the approximate number of Employer's eligible employees. If no Employee Count is on record for the Employer, WageWorks will assume the Employer's Employee Count falls within the range of 1-50. Upon each Renewal Date of this Agreement, the Employer agrees to verify and update the Employee Count accordingly. Failure to do so will result in WageWorks assuming the Employee Count range of 1-50 applies and will use the applicable Fee Rate to calculate the monthly Service Fee for the renewal Plan year. WageWorks will adjust the assessed Fee Rate for changes in the Employee Count only upon each subsequent Plan year for which this Agreement is renewed, unless otherwise mutually agreed upon by both WageWorks and the Employer.
 - c) Additional Service Fees: (1) For each participant account requiring an adjustment in the event that an eligibility change is NOT received by WageWorks at least five (5) business days prior to the affected payroll date, a fee of \$25 will be charged. (2) Custom reports, research requests, and special reconciliations will be billed at \$50 per hour. A quote will be provided after report requirements are defined.
 - d) The Total Monthly Service Fee is calculated as follows: Using the Rate Table below, the total monthly fees for administration will be based on the number of participants enrolled at the beginning of each Plan year times the Monthly Service Fee Per Participant will be invoiced monthly. The Total Monthly Fee will remain constant for the year unless there is a 10% or greater increase in the number of participants. Additional Service Fees will be added to the Total Monthly Service Fee.
2. Rate Table. (Includes Flex Debit Card): Monthly Fee Rate Per Participant \$ 4.00 subject to a Monthly Minimum Fee of \$ 50.00
3. Billing and Collection of Fees.
 - a) Public Sector* Employers: Service Fees will be invoiced on the 15th of each month and due with 30 days. Except as otherwise agreed to by the parties, WageWorks is not authorized to withdraw the Service Fee from the Account.
 - b) Private Employers: Service Fees will be invoiced each month and collected by WageWorks with initiated ACH debit on the 15th day of each month.

* Public Sector Employers include schools, governmental entities and other employers where electronic access to an employer's bank account by an unrelated third party service provider is not permitted by law.



Appendix D
Funding Options Schedule

Method 1 – Daily ACH Debit

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from a WageWorks owned account ("the Account") with funds provided from the general assets of the Employer. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. On a daily basis, Employer will reimburse WageWorks for benefits paid on the previous day by allowing an ACH debit on Employer bank account. Employer's bank account may include a zero balance feature, although this is not required.
- b. WageWorks will notify the Employer by email with the amount of the daily reimbursement made by WageWorks through ACH Debit. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements
- c. Payment features for participants: Flex debit card, check, direct deposit.
- d. All transactions (card, checks and direct deposit) will settle directly from the WageWorks owned account, which is secured by the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a. Make sufficient funds from its general assets available an Employer owned account for amounts allocable to eligible reimbursement benefits under its Plan [Note: the Account should not be opened in the Plan's or WageWorks' name]
- b. Grant WageWorks the authority to initiate ACH debits on the Employer owned account sufficient to replenish the Account daily for benefits paid from the Account.
- c. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- d. Ensure that any filters, debit blocks, or similar financial restrictions on the Account are removed or modified in such a way as to ensure the successful drafts or electronic transfers for remittance of eligible reimbursement benefits under the Employer's plan
- e. Bear sole responsibility for any fees imposed with respect to Employer owned account
- f. If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- g. WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



**Appendix D
Funding Options Schedule**

Method 2 – Daily Client Bank Settlement

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from an Employer-owned and named account (the "Account") in a financial institution selected by the Employer and agreed upon by WageWorks. The Account may include a zero balance feature, although it is not required. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. WageWorks shall not be responsible for any delay in remitting such funds for benefits to the extent that such delay is the result of Employer's delay in making sufficient funds available in the Account
- b. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements
- c. Payment features for participants: Flex debit card, check, direct deposit
- d. Transactions on the Flex debit card and direct deposit will settle directly from the Account by WageWorks initiating daily ACH debits on the Account. All checks will settle directly from Account which is owned by the Employer.
- e. This funding option does not include the Positive Pay Security Feature.

2. Employer Obligations

The Employer shall:

- a. Make sufficient funds from its general assets available in the Account to pay eligible reimbursement benefits under its Plan [Note: the Account should not be opened in the Plan's or WageWorks' name]
- b. Grant WageWorks withdrawal authority over the Account sufficient to enable it to pay benefits under the Employer's Plan in order to:
 - i. draw benefit checks directly on the employer owned Account
 - ii. electronically transfer benefit payments from the employer owned Account
 - iii. electronically access Account Information
 - iv. execute the financial institution's standard Deposit/Account Agreement on the Employer's behalf (subject to the terms and conditions set forth herein and as WageWorks may otherwise establish)
- c. Provide WageWorks with the name, address and contact person at the financial institution associated with the Account, and provide timely notice to WageWorks if such information changes
- d. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- e. Upon request by WageWorks, provide copies of all deposit verification receipts, Account statements, and other correspondence from the financial institution
- f. Bear sole responsibility for any fees imposed with respect to the Account by the financial institution, including but not limited to: Account maintenance fees, insufficient funds fees, fees with respect to voided or stopped checks, etc. unless such fees are solely the result of administrative error by WageWorks
- g. Ensure that any filters, debit blocks, or similar financial restrictions on the Account are removed or modified in such a way as to ensure the successful remittance of eligible reimbursement benefits under the Employer's plan
- h. If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- i. WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



**Appendix D
Funding Options Schedule**

Method 3 – Daily ACH Credit

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from a WageWorks owned account ("the Account") with funds provided from the general assets of the Employer. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. On a daily basis, Employer will reimburse WageWorks for benefits paid on the previous day by wiring funds to WageWorks via ACH credit.
- b. WageWorks will notify the Employer by email with the amount of the daily reimbursement that the Employer must wire to WageWorks. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account representative. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements.
- c. Payment features for participants: Flex debit card, check, direct deposit.
- d. All transactions (card, checks and direct deposit) will settle directly from the WageWorks owned account, which is secured by the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall

- a. Make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan
- b. Each day, the Employer will wire funds to WageWorks by Initiating ACH credits from an Employer owned account sufficient to replenish the Account for benefits paid by from the Account.
- c. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes.
- d. Bear sole responsibility for any fees imposed with respect to Employer owned account.
- e. If, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, the Employer shall transfer an amount necessary to the Account to fulfill its reimbursement obligations under the applicable Plan before any further reimbursement benefit payment is made. WageWorks is under no obligation to advance funds on behalf of the Employer.
- f. WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.



**Appendix D
Funding Options Schedule**

Method 4 – Fast Forward

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from a WageWorks owned account ("the Account") with funds provided from the general assets of the Employer. Benefits will be remitted from the Account without prior funds confirmation and without Employer preapproval of claims payments to be disbursed. On a semi-monthly basis, Employer will provide participant payroll deductions to WageWorks
- b. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days and credited back to Employer account. Credits shall be applied to Employer account weekly and netted against funds requirements
- c. Payment features for participants: Flex debit card, check, direct deposit
- d. All transactions (card, checks and direct deposit) will settle directly from the WageWorks owned account, which is secured by the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a. Make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its plan:
 - 1) Public Sector** Employers: Employer shall remit entire FSA deduction amounts every pay period to WageWorks to be maintained by WageWorks in a WageWorks owned account (the "Account") to facilitate the timely processing of Requests under the Plan. If permitted by law, Employer shall grant WageWorks the authority to initiate ACH debits on the Employer's account for FSA deductions. Otherwise, employer shall remit FSA deductions via wire or check to WageWorks; or
 - 2) Private Employers: In compliance with ERISA regulations, twice monthly, employers shall Grant WageWorks the authority to initiate ACH debits on an Employer owned account sufficient to remit 1/24th of their annual aggregate participant elections to be maintained by WageWorks in a WageWorks owned account (the "Account") to facilitate the timely processing of Requests under the Plan.
 - (a) For Private Employers only, if, at any time, the amount of reimbursement benefits payable under the applicable Plan provisions exceeds the amount deposited by the Employer in the Account, WageWorks is under no obligation to advance funds on behalf of the Employer.
 - (b) WageWorks will not be responsible for paying claims to the extent sufficient funds are not provided to WageWorks within five (5) business days of the receipt of the request for such funds from WageWorks. Furthermore, WageWorks will immediately cease to provide the services outlined within this Agreement until such time as an amount equal to the aggregate of all Requests payable under the Employer's Plan are received by WageWorks from the Employer. The Employer agrees to indemnify WageWorks for all amounts and expenses resulting from the Employer's failure to provide sufficient funds and shall hold WageWorks, its officers and directors, harmless for any liability for which the Employer or the Plan may become liable.
- b. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes.
- c. Bear sole responsibility for any fees imposed with respect to Employer owned account.



** Public Sector Employers include schools, governmental entities and other employers where FSA payroll deductions would NOT be considered plan assets by the DOL under ERISA rules.

Appendix D
Funding Options Schedule

Method 5 – Self Pay

In accordance with the attached Reimbursement Services Agreement, Employer has designated this funding option. To the extent this Appendix conflicts with the Agreement (with the exception of Section II.C. and Section III: Liability and Indemnity Section of the Agreement), this Appendix shall control. For purposes of the foregoing, an executed Funding Option Change Form shall be valid and in force only if agreed to by WageWorks.

1. Settlement of Claims

- a. Benefits under the Employer's Plan will be paid from an Employer owned account ("the Account") with funds provided from the general assets of the Employer. On a weekly basis, Employer will remit payments directly to participants.
- b. Review of claims payments disbursed are available daily to the Employer on the WageWorks website. Any identified discrepancy with disbursed payments shall be discussed with Employer account rep. Agreed upon corrections to participant balances shall be adjusted within 2 business days
- c. Payment features for participants: Checks only (written by employer).
- d. No flex debit card or direct deposit.
- e. This funding option does not include the Positive Pay Security Feature.

2. Employer Obligations:

The Employer shall:

- a. Make sufficient funds available from its general assets for amounts allocable to eligible reimbursement benefits under its Plan.
- b. Review WageWorks' reimbursement determinations and issue reimbursement checks from its general assets (the "Account") within seven days of the receipt thereof for those Requests which are reimbursable pursuant to the terms of its Plan.
- c. Provide WageWorks with the name, address and contact person at the Employer associated with the Account, and provide timely notice to WageWorks if such information changes
- d. Upon request by WageWorks, provide proof of all timely benefit check disbursements, Account statements, check register, and other correspondence from the financial institution.
- e. Bear sole responsibility for any fees imposed with respect to the Account by the financial institution, including but not limited to: Account maintenance fees, insufficient funds fees, fees with respect to voided and stopped checks, etc



Appendix E
FREE Flex Debit Payment Card Services

The following additional provisions shall apply with respect to Flex Debit Card Payment Services for FSAs and Commuter benefits and the issuance of WageWorks debit cards to Participants. The term, "Card," shall mean a WageWorks' debit card issued to a Participant.

1. Unless otherwise directed by you in writing, each employee that enrolls in the Plan will receive a free flex debit card and be allowed to order additional free cards for their spouse and/or dependents. Cards will be accompanied by and subject to a cardholder agreement between our issuing bank and the cardholder. There is no charge (to you, your employees or their dependents) for the debit cards.
2. WageWorks shall be responsible to provide administrative services to Participants, including updating Participants' records, maintaining accurate account balances and deposit information, activating and deactivating Cards, responding to Participants' inquiries and providing appropriate notices of actions taken.
3. Payment of Card transactions shall be withdrawn against the applicable Participant's Account and shall be reimbursed by the Employer based on the benefit claims funding method chosen by the Employer.
4. WageWorks agrees to reasonably ensure compliance with proper use of the Card and take whatever action is necessary to investigate and resolve errors in Card transactions asserted by Participants.
5. WageWorks agrees to cancel, as soon as is administratively practicable, access to a Participant's Card when a Card is reported as being lost or stolen.
6. The debit card may only be used for the payment of qualified expenses and (as required by the IRS) all transactions are subject to review. Some transactions will be reviewed and adjudicated automatically. For example, (if we have your health plan co-pays in our system) transactions at a doctor's office that are equal to the employee's medical co-pay will be automatically adjudicated, and no further verification will be required. Also, at "certified" drugstores, grocers, and superstores, the debit card separates purchases into flex-eligible and ineligible items and only pays for qualified healthcare items. This eliminates the inconvenience of requesting receipts (for further verification) when employees use the card at 40,000 "certified retail" locations. The employee will be directed to supply receipts for all remaining transactions that were not adjudicated automatically. This requirement applies to payments from FSA and HRA accounts.
7. WageWorks agrees, upon notice from Employer of termination or ineligibility of a Participant to, as soon as is administratively practicable, to deactivate such Participant's Card. If Employer fails to provide this notice in a timely manner causing payment of ineligible expenses, Employer will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible Participant.
8. At the time of each employee's enrollment in the Plan and in the cardholder agreement, the employee agrees to reimburse you for the amount of any card transaction that was not for a qualified expense. For transactions determined to be for non-qualified expenses ("NQE"), the employee will automatically be notified of the amount due on the employee website. The amount due can be repaid at the employee web site. If the any portion of an amount due still remains outstanding, we will offset the amount due against future claim reimbursements under the Plan. If the employee does not repay any remaining amount due, you may, to the extent allowed by applicable law, withhold the amount at issue from the employee's pay or may bill the employee. However, you are responsible for determining whether applicable law will permit you to withhold such amounts and should consult legal counsel concerning such withholding. You must also take action to ensure that further violations do not occur, including denial of access to the card. In the event the amount cannot be collected from the employee, you should include the amount due as income on the employee's W-2 form for the year in which you have exhausted collection efforts and have determined the amount to be uncollectible. This requirement applies to payments from FSA and HRA accounts.
9. Employer acknowledges that any and all data or information necessary to provide a Card will reside on servers owned by or operated on behalf of WageWorks' service providers. Employer hereby grants to WageWorks and its service providers the right to receive process and perform services with all information and data that is submitted to WageWorks in order for WageWorks to provide Cards. Employer further grants to WageWorks and its service providers the right to derive and use aggregate and statistical data from such information and data.
10. Employer hereby grants to WageWorks and its service providers a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card programs, in the forms and formats approved by Employer on (i) Cards; (ii) periodic statements; and (iii) other communications to Plan Participants with respect to the accounts. Employer agrees that the name of the financial institution which issues the Cards, a web site Uniform Resource Locator, and a customer service phone number will be printed on all Cards.
11. Employer agrees to notify WageWorks immediately upon suspicion or confirmation of inappropriate or fraudulent Card use.
12. As provided in this Appendix, Employer has authorized and instructed WageWorks to implement its standard administrative procedures to provide services in accordance with this Appendix and the Agreement. Such standard administrative procedures may be different for one or more Card transactions or groups or categories of Card transactions, as determined solely by WageWorks.



Appendix F Grace Period Services

WageWorks will perform grace period administrative services in accordance with the following terms with regard to reimbursement requests received on or after the later of the effective date of the grace period as identified or the date this Agreement is received by WageWorks.

The grace period will begin on the first day of the Plan Year following the Plan Year to which it relates and will end two (2) months and fifteen (15) days later. For example, if the Plan Year ends December 31st, the grace period begins January 1st and ends March 15th.

Eligible Medical Expenses and/or Eligible Employment-Related Expenses incurred during the grace period (as noted above) and approved for reimbursement will be paid first from available amounts that were remaining at the end of the Plan Year to which the grace period relates and then from any amounts that are available to reimburse expenses incurred during the current Plan Year.

Expenses incurred during the grace period (as noted above) must be submitted before the end of the Run-off Period. This is the same Run-off Period for expenses incurred during the Plan Year to which the grace period relates.

The Employer will not amend/change their Run-off Period without first notifying WageWorks at least one (1) month prior to the existing Run-off Period. WageWorks will continue to assume that your current Run-off Period still applies unless notified otherwise prior to the end of the Run-off Period. If your current Run-off Period does not extend past the grace period, WageWorks will assume that there is no Run-off Period for grace period expenses. Failure to timely notify WageWorks of any changes in the Run-off Period may result in an increase in the service fees as set forth in Section IV of the RSA.

Any unused amounts that are not used to reimburse eligible expenses incurred either during the Plan Year to which the grace period (as noted above) relates or during the grace period will be forfeited to the employer if not submitted for reimbursement before the end of the Run-off Period.



Exhibit A
HIPAA
BUSINESS ASSOCIATE AGREEMENT

THIS APPENDIX, effective upon the execution of the Reimbursement Services Agreement attached hereto, by and between WageWorks, Inc. (WageWorks) and the Monterey Peninsula College MEDICAL CARE
REIMBURSEMENT PLAN (the "URM Plan") is adopted by the Monterey Peninsula College (the
"Employer") on behalf of the URM Plan and is incorporated into and made part of the Reimbursement Services Agreement
("Agreement") between WageWorks and the Employer. This Exhibit A is intended to comply with the business associate
agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts
160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as
amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and
Reinvestment Act of 2009 ("ARRA"), (collectively "HIPAA").

WageWorks recognizes that in the performance of services for the URM Plan under the Agreement it will have access to, create, and/or receive from the URM Plan or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the URM Plan or on its behalf by WageWorks. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein, shall have the same meaning as those terms are defined under HIPAA.

SECTION 1. WAGeworks RESPONSIBILITIES

- 1.1 WageWorks may use or disclose PHI, provided that such use or disclosure of PHI would not violate HIPAA, as follows: (a) as permitted or required in this Exhibit A and in the Agreement; (b) as Required by law in accordance with 45 CFR § 164.512; (c) for the proper management and administration of WageWorks; (d) to fulfill any present or future legal responsibilities; (e) for Data Aggregation services to the URM Plan (as defined in 45 CFR § 164.501; or (f) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR § 164.514.
- 1.2 WageWorks agrees to implement commercially reasonable and appropriate safeguards to prevent the use and disclosure of PHI other than as provided for by this Exhibit A.
- 1.3 WageWorks agrees to implement commercially reasonable administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the URM Plan.
- 1.4 WageWorks agrees to report to the URM Plan any successful Security Incident that is material or any use or disclosure of PHI of which it becomes aware that is not provided for by this Exhibit A or in the Agreement.
- 1.5 WageWorks agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to similar restrictions and conditions that apply through this Exhibit A to WageWorks with respect to such information.
- 1.6 At the request of the URM Plan, and in a mutually agreeable time and manner, WageWorks agrees to provide access to PHI it holds in a Designated Record Set (as defined in 45 CFR § 164.501), to the URM Plan, or as directed by the URM Plan, to an Individual in order to meet the requirements under 45 CFR § 164.524. WageWorks shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 CFR § 164.524. WageWorks assumes no obligation to coordinate the provision of PHI maintained by other business associates of the URM Plan.
- 1.7 At the request of the URM Plan, and in a mutually agreeable time and manner, WageWorks agrees to make any amendment(s) to PHI it holds in a Designated Record Set that the URM Plan directs or agrees to pursuant to 45 CFR § 164.526 at the request of the URM Plan or an Individual.
- 1.8 At the request of the URM Plan, and in a mutually agreeable time and manner, WageWorks agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by WageWorks on behalf of the URM Plan available to the Secretary (as defined in 45 CFR § 160.103), for purposes of the Secretary determining the URM Plan's compliance with the Privacy and Security Rules.
- 1.9 WageWorks agrees to document such disclosures of PHI and information related to such disclosures of PHI and information related to such disclosures as would be required for the URM Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.



- 1.10 WageWorks agrees to provide to URM Plan or an Individual, in the time and manner designated by URM Plan, information collected in accordance with 1.09 to permit the URM Plan to respond to an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 1.11 Except as provided for herein, or as required by law, upon termination of the Agreement, WageWorks agrees to return to the URM Plan or destroy PHI and retain no copies in any form, if feasible. In the event WageWorks determines that returning or destroying the PHI is infeasible, WageWorks agrees to extend the protections, limitations and restrictions of this Exhibit A to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as WageWorks maintains such PHI. Both parties agree that this Section 1.11 shall survive the expiration or termination of the Agreement and remain in full force and effect thereafter for so long as WageWorks or any of WageWorks' employees, subcontractors, or agents remain in possession of any PHI, and shall expire thereafter.

SECTION 2. PLAN AND EMPLOYER RESPONSIBILITIES

- 2.1 Employer acting as the Plan Sponsor agrees to comply with the administrative requirements set forth in 45 CFR §§ 164.530 and 164.504(f), including but not limited to amending the URM Plan to restrict uses and disclosures of PHI.
- 2.2 The Employer acknowledges and agrees that WageWorks shall only disclose PHI in its possession to the Named Contact as designated (and through the modes specified) in Section III.F of the Agreement. The employees who are identified on the applicable plan document request form (and in the Plan documents) shall be the Designated Persons in accordance with 45 CFR § 164.504(f), and disclosures to such persons by WageWorks are solely for purposes of carrying out plan administration functions that the Employer performs for the URM Plan.
- 2.3 Employer shall timely notify WageWorks in writing of any changes to the names or positions of employees listed in subsection 2.2 as Designated Persons. WageWorks shall have no duty to inquire whether the list of Designated Persons is accurate.
- 2.4 Employer acknowledges and agrees that under the HIPAA Privacy Rules Designated Persons may only request the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. WageWorks shall have no duty to ensure that the amount of PHI requested by the Designated Persons is the minimum amount necessary.
- 2.5 WageWorks shall have no liability for uses or disclosures contemplated in the Agreement. Employer shall indemnify and hold harmless WageWorks (and its employees) for any and all liability WageWorks may incur as a result of any improper use or disclosure of PHI by the URM Plan, Employer or a Designated Person(s).
- 2.6 URM Plan shall not request WageWorks to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the URM Plan, except that WageWorks may use or disclose PHI as provided in Section 1.1.
- 2.7 URM Plan shall provide URM Plan participants and beneficiaries with adequate notice of the uses and disclosures of PHI that may be made by the URM Plan, and of the individual's rights and the URM Plan's responsibilities with respect to PHI as required in 45 CFR § 164.520. The URM Plan further agrees to forward a copy of such notice to WageWorks, as well as any changes to such notices.
- 2.8 URM Plan shall provide WageWorks with any changes to, or revocation of, permission by a Participant or Beneficiary to use or disclose PHI, if such changes affect WageWorks' permitted or required uses or disclosures.
- 2.9 URM Plan shall not agree to any special privacy restrictions requested by an individual without WageWorks' written approval, including those provided for 45 CFR § 164.522.
- 2.10 Notwithstanding any other provision of this Agreement, WageWorks recognizes that the URM Plan may have other business associates and its sharing of PHI with such other business associates of the URM Plan will be reasonable and necessary to facilitate URM Plan administration. WageWorks agrees to disclose PHI in its possession to such other entities as directed by the URM Plan, provided that such other business associates agree to comply with the Privacy and Security Rules with respect to the use and disclosure of such PHI. The URM Plan shall be solely responsible for ensuring that it has entered into appropriate business associate agreements with its other business associates in accordance with 45 C.F.R. § 164.504(e).

SECTION 3. MISCELLANEOUS

- 3.1 Both parties agree that nothing expressed or implied in this Exhibit A is intended to confer, nor shall anything herein confer, upon any person other than WageWorks, the URM Plan, the Employer, and their respective successors, or assigns, any rights, remedies, obligations, or liabilities whatsoever.



- 3.2 This Exhibit A shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy and Security Rules, and any ambiguity in this Exhibit A shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy and Security Rules. Both parties agree that the provisions of this Exhibit A shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions of this Exhibit A.
- 3.3 Both parties acknowledge that future changes to the requirements of HIPAA, the Privacy and Security Rules, and other applicable laws relating to the security and confidentiality of PHI may require amendment to this Exhibit A. Upon the written request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit A. If either party disagrees with any such amendment, it shall so notify the other party in writing within 30 days of notice. If the parties are unable to agree on an amendment within 30 days thereafter, then any of the parties may terminate the Agreement in accordance with the termination section of the Agreement.
- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this Exhibit A, the URM Plan shall afford WageWorks an opportunity to cure said breach upon mutually agreeable terms. Failure to cure within 30 days shall be immediate grounds for termination of the Agreement.
- 3.5 Section 1.11 shall survive the termination or expiration of the Agreement for the reasons stated therein. The other provisions of this Exhibit A shall survive the termination of the Agreement and remain in full force and effect thereafter for so long as WageWorks or any of its employees, agents or subcontractors remains in possession of PHI in accordance with Section 1.11 of this Exhibit A and shall expire thereafter.



Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. J

Superintendent/President
College Area

Proposal:

Governing Board to conduct a mid-year review of progress on fulfilling the Monterey Peninsula College Governing Board Goals for 2012.

Background:

As a part of Monterey Peninsula College's on-going commitment to continuous improvement, in January 2012 the MPCCD Governing Board adopted Board Goals for 2012 based on Board Policy 1009 Self Evaluation, which calls for an annual self-evaluation and development of Board goals. At that time, the Governing Board expressed a desire to conduct a mid-year review of progress toward fulfilling these goals. At the July 25, 2012 Regular Board Meeting, the Governing Board agreed to conduct individual self-evaluation of the Board Goals for 2012, and those comments would be forwarded to Chair Steck for summarizing and presentation at the August 22 Board Meeting. Due to the length of the August 22 Board Meeting, Chair Steck directed the review to take place at the September 26 Board Meeting.

Also included in Board Policy 1009 is direction to the Governing Board to work with the Superintendent/President to revise the annual evaluation survey instrument, approve the evaluation instrument, process and calendar, collect data from all surveyed constituencies, and review and discuss those survey results. The Governing Board determined the evaluation survey instrument would not be collected this year, but the Governing Board would hear the results of their mid-year progress on fulfilling the goals for 2012.

Budgetary Implications:

No direct budgetary impact is anticipated.

INFORMATION: Report on mid-year progress on fulfilling the Monterey Peninsula College Governing Board Goals for 2012.

Recommended By: Dr. Douglas Garrison, Superintendent/President

Prepared By:

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

Agenda Approval:

Dr. Douglas Garrison, Superintendent/President

MONTEREY PENINSULA COLLEGE GOVERNING BOARD
MID-YEAR REVIEW OF BOARD GOALS FOR 2012
SELF EVALUATION SUMMARY
For August 22, 2012 Governing Board Meeting
Forwarded to September 26, 2012 Governing Board Meeting

1. Develop means for more effective community relations with constituents.

- A. *Charles Brown: I think that the Board has made major improvement in this area. I know that all of the Board members are making extra attempts to contact community groups and inform them of the ongoing activities at MPC. I attend several community meetings on a monthly basis (City Council, Coalition of Scholarship Organizations, NAACP, LULAC, Seaside Citizens for Transparency and Coalition for Jobs, Opportunity, Business in Seaside (C.J.O.B.S.), to name a few. I attempt to deliver as much information about the college as possible and update different organizations about the campus progress.*
- B. *Margaret-Anne Coppernoll: I attended our City of Marina televised city council meetings, and when appropriate addressed the public to provide information concerning MPC. I have proposed that MPC have a column in the Marina Gazette local newspaper, but to date, due to injuries, I did yet to follow through on this proposal, as I need to coordinate this with the editor. However, the editor offered a spot in the paper shortly after I was elected, but I thought that the MPC public affairs person had retired, etc., and Dr. Garrison seemed overwhelmed with the budget crunch issues (he was ill for an extended period,)so I did not want to add to his workload at the time. Now I would like to propose that MPC, with my assistance, follow through on this project. Doug indicated MPC would be able to help with a column once a month. The Gazette comes out twice a month. This column would provide exposure to the community, and would enhance its knowledge about MPC, especially the Marina Education Center. My intention is to persist in making this happen in the near future. Dr. Garrison, hopefully, will share with us what he advises as the best approach and which MPC staff members will be able to participate before I make a commitment to the Gazette.*
- C. *Marilynn Gustafson: I have continued my 20-year membership in Monterey Rotary Club which allows me the opportunity to dialogue with key Peninsula business leaders about MPC on a weekly basis as well as interacting with Pebble Beach residents at weekly Church in the Forest services and socials. I am a member of the Monterey Peninsula Chamber of Commerce and have sat on the Government Affairs Committee for many years. Since becoming a Trustee I am now asked to provide a monthly report about MPC. I have served for two years on the MPC Foundation's President's Circle Committee and have agreed to serve again for 2012-2013.*
- D. *Rick Johnson: I think that community relations have been more hit-or-miss then actually a product of a real plan on our part as Trustees. I have spoken to a number of constituents as a result of their phone calls to me regarding issues. I have also spoken to our City Council members regarding the college, but think we might want to actually set aside a month when each of us goes to our respective city councils and introduces ourselves and give a three-minute report.*
- E. *Loren Steck: This is my greatest area of concern at this time. I still struggle to find an effective method of communicating with people in Carmel, Carmel Valley and Big Sur.*

2. Design and actively participate in Board development activities to broaden understanding of critical operational elements and issues facing the college.

- A. *Charles Brown: I think that Dr. Garrison and the MPC staff have prepared training in just about every area of operations and issues that we are currently facing. This training has been broken down to the level that the lay person can obtain a comfortable level of knowledge. I have attended the CCCLC workshops for specific Board training. I can also call or email both Dr. Garrison and Carla Robinson at just about any time and get clarification to specific problems or just answers to any question that may arise.*
- B. *Margaret-Anne Coppernoll: In May I attended the Community College League annual conference which addressed issues facing community colleges such as accreditation, budget, trustee roles and responsibilities, student learning outcomes, legislative advocacy issues, the Bay Area Trustee (that included Monterey and Salinas) special meeting, and the general sessions. I attended the special study sessions conducted for our Board, and those were professionally conducted and very informative.*
- C. *Marilynn Gustafson: There is much to learn and absorb as a new Trustee, and I have attended all Board trainings and workshops – including the CCCLC conference in Sacramento in December – with the goal of becoming more knowledgeable and effective.*
- D. *Rick Johnson: We get a very good grade on this – although the grade really belongs to Dr. Garrison, Steve Ma and Barbara Lee for their hard work in developing us as a Board. Their patient ability to give us both the individual issues and place them in the context of the “big picture” has been outstanding.*
- E. *Loren Steck: I think we have done a good job this year with study sessions and other discussions about college-related issues. Although the situation is daunting (thanks largely to our Legislature), I think I have at least a basic understanding of the issues. I just wish I had better answers.*

3. Continue to be knowledgeable about actions taken by the college to address accreditation-related issues.

- A. *Charles Brown: Dr. Garrison reported to the Board that MPC has taken the time to address all the issues that the accreditation report brought out. The results that I read seemed to map out a road to success by the college. The college Faculty, Staff and Administration put a lot of hard work into this project and continue to make improvements. Coupled with the new Educational Master Plan, MPC has cemented the way to the future of this campus.*
- B. *Margaret-Anne Coppernoll: In addition to receiving, along with the other Board members, presentations made to the Board on accreditation-related issues, I attended the CCLC accreditation session at its annual conference. While my proposal to implement written goals for our MPC Board, and my having spearheaded the initial effort to establish such goals and a Board goals subcommittee happened last year, this current Board Goals for 2012 is a result of my efforts to make this happen. I established the first such written goals for Board consideration and approval, and set up the first goals subcommittee under then chair Davis' direction. Loren Steck and Margaret-Anne Coppernoll served as the first two subcommittee members. As Dr. Garrison pointed out, after my initiative was proposed and accepted, having Board goals is important for accreditation. Therefore, indirectly, through my initiative, our Board goals enhance the accreditation standing of the college and serve as a new tool for Board Self-Evaluation. Thanks to Dr. Garrison's input and our Chair Dr. Steck*

and Vice-Chair Mr. Brown taking the lead this year, our goals evolved and have become a solid official part of MPC policy. Thank you Doug, Loren, and C.B. for your support in making our Board goals initiative a living document. Thank you Loren for being a part of the start-up goals committee founded a year ago.

- C. *Marilynn Gustafson: While I have tried to absorb the whole process of accreditation, I must admit that the scope of this material overwhelms me. The recent report on Distance Education and the material covered by the Academic Senate on Learning Outcomes has been very informative. I believe that it will be very important to follow the steps outlined in the recently adopted Educational Master Plan to monitor its implementation.*
- D. *Rick Johnson: I feel we (or at least I) need to gain a better understanding of this very important issue. I think the administration has been extremely diligent in explaining the entire issue, and the immense amount of time and energy the school has expended addressing the accreditation-related issues. I am confident the college has done an outstanding job, but am less pleased with myself in regard to my understanding of it.*
- E. *Loren Steck: By now, each of the recommendations has been addressed, and it is clear that the college has taken them seriously and made progress on each. I appreciate the time administration has spent with us to ensure that we are knowledgeable in these areas, and look forward to a positive midterm response from WASC.*

4. Continue to be knowledgeable about actions taken by the college to maintain fiscal stability.

- A. *Charles Brown: Steven Ma stepped into some large shoes and filled them comfortably. Mr. Ma has explained the budget and the processes on several occasions. He has broken it down in its simplest terms and then tried to break that down even further for us. Mr. Ma is very knowledgeable and business oriented. He has helped guide us through this financial crisis. I am extremely appreciative to Barbara Lee and Steven Ma for the way they conducted the contract meetings this year -- not easy in this time of take away and just plain No Money. I feel we have a fairly good handle on the fiscal aspects of this college. We have had to make some tough decisions but the final vote rested on what was good for MPC.*
- B. *Margaret-Anne Coppernoll: The frequent budget updates, and the special study session on the budget, have been valuable in my continuing to be knowledgeable about actions taken by the college to maintain fiscal stability. The Board's continued mandate to maintain a 10% reserve has been an important component in maintaining fiscal responsibility and stability. This Board mandate has been, and continues to be, important in setting a solid example and standard for the college that advertises the Board's commitment to maintaining fiscal stability, which preserves the institution and safeguards it from financial catastrophes, such as insolvency. Our Board has received frequent input in closed sessions concerning the ongoing collective bargaining with faculty and classified staff unions (Barbara Lee), and other measures taken with the budget (Steve Ma inputs) to keep the Board apprised every step of the way. Their leadership, as well as that of the Board, has provided the motivation that inspired union cooperation and participation in the college's efforts to maintain fiscal stability. The recent entrepreneurial approach, such as the proposed Automotive Museum and Automotive Arts initiative, promises to be productive for developing future unrestricted revenues for the college.*
- C. *Marilynn Gustafson: I am very nervous about adopting a budget for 2012–2013 that utilizes one-time funds and reserves. I anticipate a very, very difficult time balancing the 2013-2014 budget.*

- D. *Rick Johnson: Excellent! We are given the information, we are given great direction, and we are clearly informed of the alternatives.*
- E. *Loren Steck: Again, the situation sure is daunting. I believe we have been given the opportunity to understand the issues and I do appreciate the time administration has spent with us on finance. As we look ahead to the new year with a new Superintendent /President, I want us all to feel comfortable in the direction MPC has taken. Fiscal stability is one of our most important charges, and with a new President in this time of great financial uncertainty, we will all need to be on top of our game.*

5. Enhance legislative advocacy activities to support the College and community college system.

- A. *Charles Brown: Coupled with the newsletters from Scott Lay (CCLC) and the updates from Dr. Garrison, I think we are becoming more knowledgeable about the actions of our legislatures. Dr. Garrison highlights areas to watch out for and this has assisted me in preparing for what is coming at us from Sacramento. Hopefully, our next S/President is in tune with our lawmakers, and keeps the same interest that Dr. Garrison has shared with us.*
- B. *Margaret-Anne Coppernoll: I participated as much as possible in the legislative advocacy role by sending emails to the California State Finance and Education committees to express the importance of maintaining financial support for community colleges. My messages reached the committee members in time for their deliberations. There is no way to know if my emails were effective, but coupled with the messages and letters from other trustees and the CCC's communications, they added to the support plea from those of us who are concerned about the future well being of our community colleges, especially our own MPC.*
- C. *Marilynn Gustafson: For me it has been difficult to absorb all the new information about MPC at the same time as becoming familiar with the state-wide issues. I hope that I will be able to take better advantage of the relationships being developed in the Monterey Pacific Chamber of Commerce Government Affairs Committee with local legislative aides.*
- D. *Rick Johnson: A+ -- Dr. Garrison and the staff are highly active in this aspect of the college. The problem comes from the total lack of common-sense coming out of the Legislature – and perhaps the Office of the Chancellor.*
- E. *Loren Steck: I have met with Bill Monning several times over the past year and with a number of other legislators in Sacramento during the joint higher education legislative advocacy day. (I wish the CCC system had taken that day more seriously, as we had very little presence – despite the fact that it was CCC's turn to lead the charge. I would like to sit down with Scott Lay to discuss what went well, what went wrong, and what could be done better. But I haven't done that yet.) I also appreciate the updates we have been receiving from ACCCA through Doug. I have responded inconsistently to the calls to action we have been receiving from CCLC, but have written legislators several times over the past year at its prompting.*

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. K

Human Resources
College Area

Proposal:

To update the Governing Board on the Superintendent/President search process.

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 retirement effective August 31, 2012, the procedure for hiring his successor has been initiated.

An update on progress made will be presented for discussion today.

Fiscal Implications:

None identified at this time.

- INFORMATION:** The Governing Board will receive an update on the Superintendent/President search process.

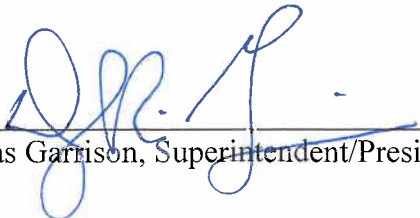
Recommended By: Dr. Loren Steck, Chair, Superintendent/President Search Advisory Committee

Prepared By:



Barbara Lee, Associate Dean of Human Resources

Agenda Approval:


Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. L

Superintendent/President
College Area

Proposal:

The Governing Board confirm Trustee Marilyn Gustafson as a member of the Monterey Peninsula College Foundation's Strategic Planning Task Force.

Background:

The Monterey Peninsula College Foundation recently contracted with Netzel Grigsby, Inc. to conduct a development audit intended to facilitate the continued success of the Foundation. The development audit included numerous recommendations for consideration by the Foundation Board of Directors. In response to the audit, the Foundation is forming a Strategic Planning Task Force which will recommend a Strategic Plan to the Foundation Board of Directors. The Task Force will determine the time frame that the Strategic Plan will cover. It is anticipated that the Task Force will meet four or five times, possibly more, if needed. The responsibility will end with the delivery of the draft Strategic Plan.

The Foundation has recommended that a representative of the Governing Board participate on this Task Force. One of the recommendations of the development audit is to continue the progress toward greater integration between the college and the Foundation. Governing Board participation in this strategic planning process is seen as a means of promoting integration. This proposal was initially discussed at the July 2012 Board meeting, at which time the Board requested that it be brought back to the August meeting. Marilyn Gustafson has volunteered to represent the Board on this Task Force.

Budgetary Implications:

No direct budgetary impact is anticipated.

RESOLUTION: BE IT RESOLVED, that the Governing Board confirm Trustee Marilyn Gustafson as a member of the Monterey Peninsula College Foundation's Strategic Planning Task Force.

Recommended By: Robin Venuti, Executive Director, MPC Foundation

Prepared By: Carla Robinson
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

September 26, 2012

New Business Agenda Item No. M

Superintendent/President
College Area

Proposal:

That the Governing Board accept a toned silver gelatin print, measuring 8¾" x 11 ¼" titled "Explorations Along an Imaginary Coastline," 2009 by Martha Casanave, donated to Monterey Peninsula College by the artist.

Background:

Martha Casanave graduated from the Monterey Institute of International Studies with a degree in Russian Language and Literature and began her working life as a translator in Washington, DC. She engaged in photography from early childhood, however, and later came back to the Monterey Peninsula, built up a portrait clientele, and began teaching photography while continuing to pursue her personal work. She has been an exhibiting and working photographer and educator on the Monterey Peninsula for over thirty years. Martha has been an adjunct instructor Monterey Peninsula College since 1999 and has taught Beginning Photography, Portraiture, and Alternative Photographic Processes. She also teaches workshops and Master Classes nationally and internationally.

Martha was awarded the Imogen Cunningham Photography Award for her portraiture (1979) and was also a 1989 recipient of the Koret Israel Prize. Her book *Past Lives—Photographs by Martha Casanave* was published by Godine in 1991. Her second book, *Beware of Dog*, was released by the Center for Photographic Art in 2002. Her book (exclusively pinhole) called *Explorations Along an Imaginary Coastline*, was published by Hudson Hills Press in 2006. *Trajectories: A Half Century of Portraits* (Image Continuum Press) is due in Spring, 2013. Martha's photographs are included in many major collections, such as the Boston Museum of Fine Arts, the Art Institute of Chicago, the Stanford Museum, the Bibliotheque Nationale, the J. Paul Getty Museum, and the Graham Nash private collection.

The image presented here is the cover image from her book *Explorations Along an Imaginary Coastline*. This work is in concert with the plan to feature the work of current and former art faculty in the Administration Building at the college.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Governing Board accept a toned silver gelatin print, measuring 8¾" x 11 ¼" titled "Explorations Alongside an Imaginary Coastline," 2009 by Martha Casanave.

Recommended By: _____


Dr. Douglas Garrison, Superintendent/President

Prepared By: _____


Robin Venuti, Executive Director, MPC Foundation

Agenda Approval: _____


Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. N

Superintendent/President
College Area

Proposal:

That the Governing Board accept a framed chromogenic print measuring 19" x 33" titled "Biloxi, Mississippi #4", 2001, by Kevin Bransfield, donated to Monterey Peninsula College by the artist.

Background:

Kevin Bransfield studied locally at Cabrillo College, University of California at Santa Cruz, Mills College and San Jose State University. He currently uses a 4x5 film camera, and works digitally in post-production. Kevin is Chair of the Photography Department at Monterey Peninsula College and has been a full time photography instructor at Monterey Peninsula College since 2006.

This work is in concert with the plan to feature the work of current and former art faculty in the Administration Building at the college.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the Governing Board accept a framed chromogenic print measuring 19" x 33" titled "Biloxi, Mississippi #4", 2001, by Kevin Bransfield.

Recommended By:



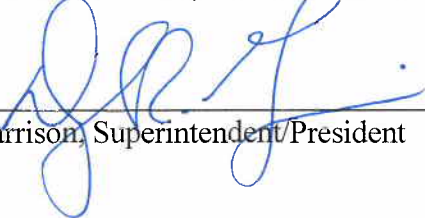
Dr. Douglas Garrison, Superintendent/President

Prepared By:



Robin Venuti, Executive Director, MPC Foundation

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. O

Superintendent/President
College Area

Proposal:

That the Governing Board accept two framed works by two MPC students donated to Monterey Peninsula College:

- 1) Diptych acrylic on canvas, measuring 13" x 25" titled "Two Views of MPC in Autumn" by Sabas Mayorga. This work is donated by the artist.
- 2) Framed charcoal and graphite drawing on paper measuring 25" x 28", titled "Figure Study" by Anni Bushey. This work is donated by Mr. and Mrs. Bill Hyland.

All three works have been generously framed by Glenn Gobel Custom Picture Framing as a contribution to the college.

Background:

Both students have studied with Robynn Smith, a long-time art instructor at Monterey Peninsula College. These works are in concert with the plan to feature the work of current and former students in the Administration Building at the college.

Budgetary Implications:


None.



RESOLUTION: BE IT RESOLVED, that the Governing Board accept two works of art:

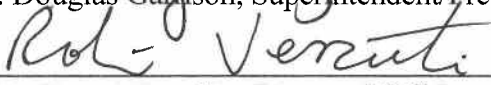
- 1) a framed diptych acrylic on canvas measuring 13" x 25" titled "Two Views of MPC in Autumn" by Student Sabas Mayorga; and 2) a framed charcoal and graphite drawing on paper measuring 25" x 28", titled "Figure Study" by Student Anni Bushey, donated by Mr. and Mrs. Bill Hyland.

Recommended By:



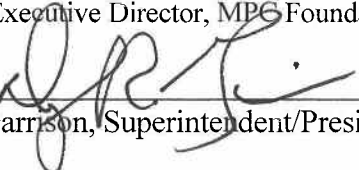
Dr. Douglas Garrison, Superintendent/President

Prepared By:



Robin Venuti, Executive Director, MPC Foundation

Agenda Approval:



Dr. Douglas Garrison, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

September 26, 2012

New Business Agenda Item No. P

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

Agenda Approval:

Dr. Douglas Garrison, Superintendent/President

MPC Governing Board 2012 Calendar of Events

SEPTEMBER, 2012

Tuesday, September 18 Open Forum on Contingency Planning, 11:00am, LF-102
Wednesday, September 26 Regular Board Meeting, Public Safety Training Center in Seaside
Closed Session, 1:30pm, Classroom 102
Regular Board Meeting, 3:00pm, Classroom 104

OCTOBER, 2012

Monday, October 1 Board Working Lunch 11:00-12:45pm, Sam Karas Room, LTC
Open Forum #1, S/P Candidate, 1:00-2:00pm, LF-101
Board Interview 3:00-4:30pm, Admin Large Conf Room
Tuesday, October 2 Open Forum #2, S/P Candidate, 11:00-12:00pm, LF-101
Board Working Lunch, 12:15-1:45pm, Sam Karas Room, LTC
Board Interview 2:00-3:30pm, Admin Large Conf Room
Wednesday, October 3 Open Forum #3, S/P Candidate, 12:00-1:00pm, LF-101
Board Working Lunch, 1:15-2:45pm, Stutzman Room, LTC
Board Interview 3:00-4:30pm, Admin Large Conf Room
Thursday, October 4 Open Forum #4, S/P Candidate, 11:00-12:00pm, LF-101
Board Working Lunch, 12:15-1:45pm, Stutzman Room, LTC
Board Interview 2:00-3:30pm, Admin Large Conf Room
Saturday, October 6 65th Anniversary Open House Celebration, 11:00am-4:00pm, campus
Saturday, October 6 Foundation Alumni Reception and BBQ, 3pm, Student Center
Saturday, October 6 MPC Homecoming Game vs. West Valley Community College, 6pm
Wednesday, October 24 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room, LTC
Regular Board Meeting, 3:00pm, Sam Karas Room, LTC
Date to be announced S/P Search – Board Visit to Candidate’s Campus(s)

NOVEMBER, 2012

Monday, November 12 Veteran’s Day Holiday
Thurs-Sat, November 22-24 Thanksgiving Holiday
Wednesday, November 28 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room, LTC
Regular Board Meeting, 3:00pm, Sam Karas Room, LTC

DECEMBER, 2012

Friday, December 7 **Dr. Garrison Retirement Party and Annual Administrator Party**
3:00-6:00pm, Library
? December ? **Dr. Garrison Community Retirement Party, Ferrante Room,**
Marriott Hotel, 4:00-7:00pm
Wednesday, December 12 Regular Board Meeting, 1:30pm, Closed Session, Stutzman Room, LTC
Regular Board Meeting, 3:00pm, Sam Karas Room, LTC
Fri-Thur, December 14-20 Finals; semester ends December 20; Flex Day December 21
Monday, December 24, to Winter Break
Tuesday, January 1, 2013

MPC Governing Board 2013 Calendar of Events

JANUARY, 2013

To be determined

Monday, January 21

Wednesday, January 23

Welcoming Party for new Superintendent/President, MPC

Martin Luther King Day Holiday

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

FEBRUARY, 2013

Friday, February 15

Monday, February 18

Wednesday, February 27

Lincoln Day Holiday

Washington's Day Holiday

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

MARCH, 2013

Wednesday, March 27

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

APRIL, 2013

Mon-Sat, April 1-6

Wednesday, April 24

Spring Break (Classified Furlough Week; campus closed)

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

MAY, 2013

Wednesday, May 22

Monday, May 27

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

Memorial Day Holiday

JUNE, 2013

Thursday, June 6

Thursday, June 6

Friday, June 7

Saturday, June 8

Saturday, June 8

Saturday, June 8

Wednesday, June 26

Latino Ceremony, 6:00pm, LF103 (to be confirmed)

Asian Student Assn Ceremony, 6:00pm, Sakura Buffet, Salinas (tbc'd)

Kente Ceremony, 7:00pm, MU101 (tbc'd)

Faculty Retirement Breakfast, 8:30am, location to be confirmed

Commencement at 12:00 in Amphitheatre; line-up at 11:30am in Gym

Nurse Pinning Ceremony, 3:00pm, Amphitheatre

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

JULY, 2013

Thursday, July 4

Wednesday, July 24

Independence Day Holiday

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