



MONTEREY PENINSULA
COLLEGE

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD OF TRUSTEES**

**REGULAR MEETING
WEDNESDAY, JULY 26, 2017**

NEW BUSINESS

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. A

Superintendent/President
College Area

Proposal:

That the Governing Board receives a progress report on Monterey Peninsula College's efforts to address the Accrediting Commission of Community and Junior Colleges' (ACCJC's) findings regarding the College's application for reaffirmation of accreditation.

Background:

On February 6, 2017, Monterey Peninsula College received an Action Letter and External Evaluation Report from the ACCJC, elucidating their findings regarding the College's application for reaffirmation of accreditation.

On July 26, 2017, Dr. Tribley will provide to the Board of Trustees his monthly progress report on Monterey Peninsula College's efforts to address the ACCJC's recommendations.

Budgetary Implications:

None.

INFORMATION: Accreditation Recommendations – Progress Report

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:

Shawn Anderson

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

Agenda Approval:

Walter Tribley

Dr. Walter Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. B

Fiscal Services
College Area

Proposal:

That the Governing Board review and discuss the 2016-2017 Monthly Financial Report for the period ending, June 30, 2017.

Background:

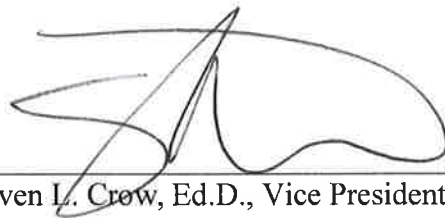
The Board routinely reviews financial data regarding expenses and revenues to monitor District fiscal operations.

Budgetary Implications:

None.

RESOLUTION: BE IT RESOLVED, that the 2016-2017 Monthly Financial Report for the period ending June 30, 2017, be accepted.

Recommended By:



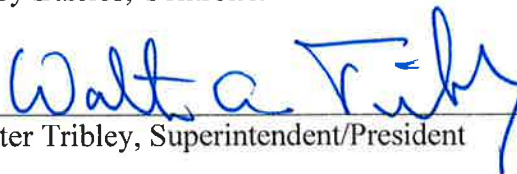
Steven L. Crow, Ed.D., Vice President of Administrative Services

Prepared By:



Rosemary Barrios, Controller

Agenda Approval:



Dr. Walter Tribley, Superintendent/President

Monterey Peninsula College
Fiscal Year 2016-2017
Financial and Budgetary Report
June 30, 2017

Enclosed please find attached the Summary of All Funds Report for the month-ending June 30, 2017 for your review and approval.

The Fiscal Services office is still in the process of closing out the 16-17 fiscal year-end. There are many closing entries and budget revisions that are currently taking place during the summer months. This report does not reflect the final actual numbers for the fiscal year-end.

Operating Fund net revenue through June 30, 2017 is \$59,600,264 which is 105.4% of the operating budget for this fiscal year. Expenditures year-to-date total \$53,802,937, which is 93.4% of the operating budget, for a net difference of \$5,797,327. There will be additional expenses posted for June 30th and revenue. These are not final year-end numbers.

Unrestricted General Fund

Revenue

- June Apportionment Payment received of \$2,474,866.
- Education Protection Account (EPA) funds received of \$1,272,459.
- Property taxes received of \$592,352.
- Educational Revenue Augmentation Fund (ERAF) funds and interest received of \$2,085,528.
- Other local revenues received include: enrollment fees, non-resident fees, transcripts, and other local and state revenues totaling: \$281,078.

Expenditures

Year-end entries of liabilities and receivables are being posted. Budgets will be adjusted to match posted expenditures.

Restricted Child Development Fund

- Expenditures continue to exceed revenue in the Restricted Child Development Fund due to state reimbursements continue to be slow in being received.
- We expect to receive the full amount of the State Preschool and State Food Grant.

Unrestricted Child Development Fund

- Budget adjustments will be completed in the Unrestricted Child Development Fund revenue and expense budgets. This will be completed once all the year-end entries are posted.

Self Insurance Fund

- Self Insurance Fund (SIF) expenses are at 99.4% of budgeted expense.
- Revenue received this month from the Restricted General Fund total \$1,061.
- Revenue from Retiree Contributions and COBRA payments received this month of \$90,497.

Student Center Fund

- The Student Center Fund revenue and expense budgets are being reviewed for possible budget adjustments that need to be made before the year-end is closed out.

Parking Fund

- Budget adjustments will be completed in the Parking Fund revenue and expense budgets. This will be completed once all the year-end entries are posted.

Fiduciary Funds

- Budget adjustments will be completed before the year-end closed out to adjust revenue and expense in the Scholarship and Loan Account and the Trust Fund. This will be completed once all the final closing entries are entered.

Cash Balance:

The total cash balance for all funds is \$30,061,834 including bond cash of \$9,625,868 and \$20,435,966 all other funds. Operating funds cash is \$15,581,522. Cash balance in the General Fund is at \$14,023,400 for the month-ending June 30, 2017.

Monterey Peninsula Community College

Monthly Financial Report

June 30, 2017

Summary of All Funds

Funds	Beginning Fund Balance	Revised Budgets 2016 - 2017		Ending Fund Balance	Year to Date Actual 2016 - 2017			% Actual to Budget		Cash Balance
	07/01/16	Revenue	Expense	6/30/2017	Revenue	Expense	Encumbrances	Rev	Expense/ Enc	6/30/2017
General - Unrestricted	\$6,755,552	\$40,237,689	\$41,267,787	\$5,725,454	44,669,891	39,990,726	0	111.0%	96.9%	\$14,023,400
General - Restricted	0	15,053,914	15,053,914	0	13,642,306	12,541,884	0	90.6%	83.3%	0
Child Dev - Unrestricted	79,143	155,631	155,631	79,143	224,444	122,656	0	144.2%	78.8%	152,101
Child Dev - Restricted	0	439,166	439,166	0	376,522	408,812	0	85.7%	93.1%	0
Student Center	565,728	258,000	259,094	564,634	212,210	186,946	0	82.3%	72.2%	805,804
Parking	649,435	418,790	418,790	649,435	474,891	551,913	0	113.4%	131.8%	600,217
Subtotal Operating Funds	\$8,049,858	\$56,563,190	\$57,594,382	\$7,018,666	\$59,600,264	\$53,802,937	\$0	105.4%	93.4%	\$15,581,522
Self Insurance	3,581,841	7,181,305	8,985,831	1,777,315	7,264,660	8,931,265	0	101.2%	99.4%	1,903,516
Worker Comp	131,701	25,000	97,500	59,201	25,855	39,007	0	103.4%	40.0%	118,550
Other Post Employment Benefits	557,878	100,770	112,014	546,634	84,996	112,014	0	84.3%	100.0%	530,861
Capital Project	67,820	1,333,637	884,253	517,204	1,489,568	669,824	0	111.7%	75.8%	890,804
Building	9,925,943	94,000	429,418	9,590,525	96,741	421,701	0	102.9%	98.2%	9,625,868
Revenue Bond	22,562	21,500	21,500	22,562	21,618	21,500	0	100.5%	100.0%	22,679
Associated Student	199,733	80,000	80,000	199,733	76,646	61,641	0	95.8%	77.1%	253,503
Financial Aid	19,146	5,722,000	5,722,000	19,146	5,686,652	5,686,652	0	99.4%	99.4%	48,708
Scholarship & Loans	89,154	2,600,000	2,600,000	89,154	3,230,999	3,241,331	0	124.3%	124.7%	250,553
Trust Funds	439,580	2,530,000	2,530,000	439,580	1,919,400	1,973,215	0	75.9%	78.0%	804,936
Orr Estate	26,740	20,000	20,000	26,740	19,977	16,383	0	99.9%	81.9%	30,334
Total all Funds	\$23,111,956	\$76,271,402	\$79,076,898	\$20,306,460	\$79,517,376	\$74,977,469	\$0	104.3%	94.8%	\$30,061,834

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. C

Administrative Services
College Area

Proposal:

That the Governing Board authorize Dr. Steven L. Crow, Vice President, Administrative Services to enter into a contract renewal with Kitchell CEM, for Program Management Services for the period July 1, 2017 through December 31, 2017.

Background:

The District has utilized Kitchell CEM for Bond Program Management Services to assist with the overall management of the Facility Master Plan, Implementation Plan and part time program management services for several years now. Over the next six months, the District's various projects will again require part-time program management services for multiple projects. Those projects include the Baseball Field, Child Development Center-Outdoor Classroom, Proposition 39 Energy Projects, Scheduled Maintenance and other current Bond Projects to be determined. Kitchell has provided a proposal to assist the District with programming the different scopes of work, meeting with site staff, budgeting, scheduling, and the procurement of design professionals, assist/represent the District during the design phase of the projects.

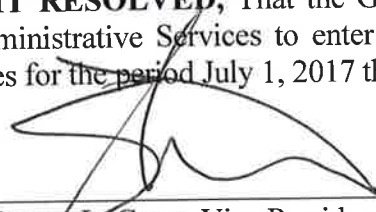
On site part-time, representing Kitchell will be Michael Carson, Senior Project Manager, with many years of experience in working with the District's bond program and construction projects. This proposal is based on 40 – 80 hours per month billed hourly in accordance to a fee schedule for a total not to exceed \$70,300.

Budgetary Implications:

Expenses will be charged appropriately to budgets relating to Consulting.

RESOLUTION: BE IT RESOLVED, That the Governing Board authorize Dr. Steven L. Crow, Vice President of Administrative Services to enter into a contract with Kitchell CEM, for Program Management Services for the period July 1, 2017 through December 31, 2017.

Recommended By: _____


Dr. Steven L. Crow, Vice President of Administrative Services

Prepared By: _____


Suzanne Ammons, Administrative Services

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President

AGREEMENT BETWEEN

MONTEREY PENINSULA COLLEGE

AND

KITCHELL

FOR

PROGRAM MANAGEMENT SERVICES

July 1, 2017 – December 31, 2017

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MONTEREY PENINSULA COLLEGE & KITCHELL FOR PROGRAM MANAGEMENT SERVICES

This Agreement between Monterey Peninsula College, hereinafter "District" and Kitchell CEM, herein "Program Manager" for continuing Program Management services is for project duration effective July 1, 2017 through December 3, 2017. This agreement can be extended at the written direction of the District, at which time the fee and hourly rates may be adjusted and/or renegotiated.

ARTICLE I - BASIC SERVICES

Following is an approximation of the work to be done for the term of the agreement. It is important to note this agreement is based on time expended and at agreed upon hourly billing rates for work performed. All the tasks listed may not be undertaken and/or completed, dependent upon such conditions as District direction, governmental agencies timelines (i.e. California Environmental Quality Act – CEQA) and other unforeseen conditions.

Under the direction of the District Vice President for Administrative Services, the Program Manager shall take the leadership role in on site representation of a Senior Project Manager and provide the following program management services that may include:

A. Part time Program Management services for multiple projects including:

- **Baseball Field**
- **Child Development Center-Outdoor Classroom**
- **Proposition 39 Energy Projects**
- **Scheduled Maintenance and other current Bond Projects to be determined**

B. Financial Process

Provide continuing services in conjunction with the District's established overall fiscal transaction processing, integrate/incorporate fiscal processes with the District's existing fiscal services system and coordinate approval and tracking of vendor payments.

C. Meetings

As requested, and necessary, attend Board of Trustees, Citizen Bond Oversight Committee, and other campus meetings to inform on the progress and status of the program.

D. Consultant Coordination and Monitoring

Work with architects, construction managers, inspectors, contractors, etc. to develop and maintain schedules. Advise the District in determining the best firms to perform work. Assist and advise on the preparation of Requests for Qualifications (RFQ) and/or Requests for Proposals (RFP).

E. On-Going Consulting Tasks

Assist in the development of standard contract documents; (General Conditions, Division 1). Provide consultation on best practices in the best interest of the District for activities associated with the program management plans and construction, assist in the development of standard campus consultant agreements, assist in providing "what if" analyses to assess the impact of proposed changes.

ARTICLE II - TERMS AND CONDITIONS FOR PAYMENT

A. Program Management Fee

For the work District shall pay Program Manager a not-to-exceed fee of **seventy thousand and three hundred dollars (\$70,300)**, based on expended hourly rates (refer to Exhibit A). The Program Manager will work diligently to perform the tasks as assigned within the not-to-exceed fee. However all tasks may not be completed and the Program Management Fee may need to be adjusted accordingly if the District wants any unfinished tasks completed. Refer to Paragraph B for Reimbursable Expenses, which are not included in the not-to-exceed fee noted in this paragraph.

The program duration is from **July 1, 2017 to December 31, 2017**. The duration may be extended at the written direction of the District, at which time the fee may be adjusted and/or re-negotiated.

B. Reimbursable Expenses

Reimbursable expenses shall be billed at Program Manager's actual cost plus fifteen percent (15%) and shall only be paid based on documentation and supporting information. Allowable reimbursable expenses include, but are not limited to:

1. Communications (cellular phones are not reimbursable), office supplies, plans, prints, photographs, postal and delivery charges, proposals/presentations aids, office equipment (computers, copiers, fax machines, etc.) and furniture.
2. Expenses relating to web-based project management software and maintenance.
3. District authorized travel-outside the Monterey Bay region.
4. Consultants retained by the Program Manager on behalf of the District.

Records of the Program Manager's project expenses will be kept on a generally recognized accounting basis and shall be made available to District or authorized representative at mutually convenient times in the Program Manager's office, if requested.

District shall be credited with discounts, rebates, refunds, returned deposits, or other allowances credited to Program Manager incurred as part of the program.

Reimbursable expenses may not exceed **One Hundred Dollars (\$100)** without written prior approval by the District. Reimbursable expenses will be invoiced separately from the Program Management Fee.

C. Payments

Program Manager shall submit billing invoices on a monthly basis to District reflecting Basic Services, authorized Additional Services, if any, and Reimbursable Expenses incurred or performed in the preceding month. Payment shall be made by the District within thirty (30) days of receipt of invoice. Payments due Program Manager under this Agreement shall bear interest at one and one-half percent (1.5%) per month commencing thirty (30) days after receipt of the invoice by District.

D. Suspension

District may, without invalidating the Agreement, order suspension of services hereunder. If the project is suspended for ninety 90 days or more, the Program Manager shall be paid their compensation due for services provided prior to the suspension plus actual, necessary, and reasonable expenses of demobilization. If the project is resumed, the Program Manager's compensation for Basic Services shall remain as set forth herein but shall be subject to renegotiation to reimburse the Program Manager for remobilization and other costs. Suspension expenses will include the reasonable cost of all necessary closeout activities, relocation of all on-site staff and equipment, plus compensation for any other costs incurred by Program Manager as a result of the suspension.

E. Termination

This Agreement may be terminated by either party upon sixty days advance written notice to the other party, should the other party fail to perform a material obligation hereunder in accordance with its terms through no fault of the other. In addition to the foregoing, District may terminate this Agreement upon written notice to Program Manager if: (a) Program Manager becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors; if Program Manager or a third party files a petition to reorganize debts or for protection under any bankruptcy or similar law; or if a trustee or receiver is appointed for Program Manager or any of Program Manager's property on account of Program Manager's insolvency; or (b) if Program Manager knowingly disregards applicable laws, ordinances, codes, rules, or regulations. If District terminates the Agreement pursuant to the foregoing, the amount due Program Manager, if any, shall be based upon Basic

Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior to the effective date of District's termination, reduced by the amount of losses, damages or other costs sustained by District or for which District is or may be liable or responsible as a result of Program Manager's default. Program Manager shall remain liable to District for all losses, damages, claims, and other costs arising out of, in whole or in part, District's termination of the Agreement pursuant to the foregoing.

If Program Manager shall terminate this Agreement for District's failure to perform a material obligation hereunder, upon termination, District shall pay Program Manager all amounts due for Basic Services, authorized Additional Services and proper Reimbursable Expenses incurred prior to the effective date of such termination. In addition, Program Manager shall be entitled to receive, as Termination Expenses, an amount not greater than ten percent (10%) of the then unpaid portion of the lump sum fee for Basic Services. The amount of Termination Expenses shall be subject to agreement between Program Manager and District, subject to the foregoing limitation.

District may terminate this Agreement for convenience upon sixty (60) days written notice to Program Manager in which case District shall pay the actual, necessary, and reasonable expenses incurred for demobilization.

F. Notices

Any notice provided herein shall be given in writing and by personal delivery or prepaid first class, registered or certified mail, addressed as follows:

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

Attention: Steve Crow
Vice President, Administrative Services

Program Manager: Kitchell CEM
2450 Venture Oaks, Suite 500
Sacramento, CA 95833

Attention: Russell A. Fox
President

ARTICLE III - DISTRICT'S RESPONSIBILITIES

A. Representative

District designates the Vice President, Administrative Services or his designee as its representative who shall examine documents submitted by Program Manager and shall render decisions and information promptly. Program Manager may rely on the accuracy of information provided by District's representative and that decisions furnished by District's representative are binding on District.

B. Budget

The total budget is limited to approximately \$10 million remaining local bond funds for Prop. 39 energy projects and projects as approved through additional funding. This budget may be adjusted.

C. Professional Services

District shall furnish such legal, accounting, and insurance counseling services as required for the program.

D. District's Insurance

District shall file certificates of insurance with Program Manager which include the following:

1. District shall maintain general liability insurance to protect District from claims that may arise from operations under the Agreement.
2. District shall purchase and maintain machinery, equipment, or other special coverage insurance as may be required by the contract documents or by law.
3. Builder's Risk covering the full insurable value of construction.
4. District shall cause Program Manager to be covered and named as an additional insured, primary and non-contributory in any insurance coverage obtained by the District, architects, engineers, contractors, and other consultants.
5. District shall allow Program Manager to review evidence of insurance of the architects, engineers, contractor(s) and other consultants.

E. Documents

District shall give prompt written notice to Program Manager whenever it becomes aware of any fault in the project or nonconformance with the contract documents. Failure to do so shall not, however, relieve Program Manager of responsibility for any fault on its part.

F. Office Space

District may provide additional office space and furnishings for Program Manager's staff.

ARTICLE IV - ADDITIONAL BASIC SERVICES

The following items are Additional Basic Services. If any of the following Additional Basic Services (or any other services not described in Article I) are authorized by the District, they shall be paid for by the District in accordance with the schedule attached hereto as **Exhibit A: Hourly Billing Rates** and incorporated herein by this reference.

A. Revisions

Making major revisions in schedules, cost estimates, or repeating other Basic Services that are inconsistent with written approvals or instructions previously given by District. Revisions, whether of a major or minor nature, resulting from the acts or omissions of Program Manager shall not be deemed Additional Services.

B. District's Construction

Making detailed appraisals of existing facilities, making surveys or inventories required in connection with construction performed by District, not managed under this Agreement. Providing services to investigate or making measured drawings of existing conditions or facilities, or verifying the accuracy of drawings or other

information furnished by District.

C. Damage to the Work

Providing services required in connection with the replacement of work damaged by fire or other cause during construction.

D. Legal Assistance

Preparing to serve or serving as an expert witness in connection with any public hearing, mediation, arbitration or legal proceeding in which District but not Program Manager is a party.

E. Procurement/Installation of Equipment, Furnishings and Fixtures/Interior Design

Providing services required for or connected with the specification, procurement, coordination and installation of laboratory, educational, medical or other equipment, furnishings, fixtures and District supplied items, or any services related to interior design in connection with the program.

F. Maintenance Personnel

Assist to obtain project maintenance personnel and to negotiate maintenance service contract.

G. Coordination and Management of Facility Assessments

Services or management of services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the District. Provision of any estimating services associated with facility assessments.

H. Partnering Program

If approved by the District, provide an outside coordinator for a formal partnering program.

I. Contractor or Consultant Default

Services made necessary by the default of a Contractor or Consultant.

ARTICLE V – STIPULATIONS

A. Fixed Limit of Cost

Program Manager does not guarantee that bids will not vary from Program budget and estimates. Provided that Program Manager shall have faithfully and fully performed its obligations hereunder in accordance with the terms hereof and professional standards of care, Program Manager shall not be liable or responsible to District or any person for incidental or consequential damages of any nature resulting from any such variances.

B. Exclusion of Responsibility for Design, Construction and Job Safety

Program Manager shall provide the services under this Agreement in accordance with the express terms hereof, professional standards of care and applicable laws, regulations and rules. Services provided hereunder shall be provided or performed by Program Manager in a timely manner so as not to impede, hinder or delay the program. Except as expressly set forth herein, services provided hereunder shall not be deemed Program Manager's assumption of responsibility for the design documents, construction means or methods, construction site safety or the results of tests or inspections of independent testing laboratory(ies) or inspector(s).

C. Location

The laws in effect in the State of California shall govern this Agreement.

D. Association

Neither District nor Program Manager shall assign or transfer any right, obligation or other interest in this Agreement without the written consent of the other; however, Program Manager may associate with another party in the performance of its services. Program Manager's association with another party to perform the work will be at the approval of District.

E. Extent

This Agreement is for program management services and supersedes all prior representations or agreements for program management.

F. Insurance

Program Manager shall maintain the following insurance for the contract duration.

1. General Liability Insurance with a limit of \$1,000,000 for each occurrence and \$1,000,000 in aggregate.
2. Automobile Insurance with a bodily injury limit of \$1,000,000 each person and \$1,000,000 each occurrence and a property damage limit of \$1,000,000 each occurrence.
3. Workers Compensation Insurance, in accordance with statutory requirements.
4. Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

Insurance required of Program Manager hereunder shall be obtained from carrier(s) acceptable to District and authorized to conduct business as an insurer in the State of California. All policies of insurance shall include provisions that coverage's there under shall not be modified or canceled without at least thirty (30) days advance written notice to District. If Program Manager shall fail to obtain insurance required hereunder, District may, but is not obligated to, obtain such insurance and deduct the costs thereof, including District's administrative costs from the lump sum fee for Basic Services.

G. Indemnification

Program Manager shall defend, indemnify and hold harmless District and its Board of Trustees, officers, employees, and agents from and against all claims, losses, demands or liabilities arising out of Program Manager's breach of this Agreement or the negligent or willful acts, omissions or other conduct of Program Manager arising out of Program Manager's breach in performing the scope of services under this Agreement.

District shall defend, indemnify and hold harmless Program Manager and its Board of Directors, officers, employees, and agents from and against all claims, losses, demands or liabilities arising out of District's breach of this Agreement or the negligent or willful acts, omissions or other conduct of District in performing under this Agreement. District shall require the contractors and subcontractors to list Program Manager as additional insured.

H. Amendments

A written instrument, signed by both District and Program Manager, may only modify this Agreement. Oral understandings or other agreements not incorporated herein shall not be binding upon either District or Program Manager.

I. Disputes

All claims, disputes and other matters in controversy between the Program Manager and the District arising out of or pertaining to this Agreement shall be resolved pursuant to the requirements of Public Contract Code section 20104 *et seq.* no matter the amount of such dispute. District may require the Program Manager to resolve any disputes between the Parties in conjunction with related disputes between the District and the Contractor.

J. Miscellaneous

1. **Successors and Assigns.** Except as limited by the express terms hereof, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Program Manager and District.
2. **Cumulative Rights and Remedies.** Rights and remedies provided for herein are in addition to and not in lieu of any provided for at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy hereunder.
3. **Definitions.** Capitalized terms used herein shall be as defined below or elsewhere in this Agreement.
 - a. **Architect.** The individual or firm retained by District duly licensed as an architect under the laws of the State of California for the purpose of preparing design documents for any of the projects or portions thereof.
 - b. **Design Professional.** The individual or firm retained by District for the purposes of preparing design documents for the projects or any portion thereof. Design professional may be an architect or engineer duly registered under the laws of the State of California.
 - c. **Contractor.** Any contractor under contract to District for performing a part of the construction of work on the District's campus.
 - d. **Contract.** The contract entered into between District and any contractor or consultant.
 - e. **Gender and Number.** Whenever a defined capitalized term is used herein, it shall be deemed to refer to the singular or plural and the neutral, masculine or feminine gender as necessary and required by the context in which such capitalized term is utilized.
 - f. **Program Manager.** The entity (Program Manager) performing the scope of services defined in this agreement as an agent and advisor to the District.
4. **No Third Party Beneficiaries.** It is expressly understood and agreed that all services rendered by Program Manager under this Agreement are performed solely for the benefit of District. There are no third party beneficiaries of this Agreement and District or Program Manager hereby expressly disclaims any intention under this Agreement to affect or benefit any Architect, Design Professional and/or Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

Date _____

Steve Crow
Vice President, Administrative Services
Monterey Peninsula Community College District

Date _____

Russell A. Fox
President
Kitchell CEM

EXHIBIT A: HOURLY BILLING RATES

Program Manager	\$ 190 / hour
Senior Project Manager	\$ 185 / hour
Project Manager	\$ 165 / hour
Engineering Manager	\$ 185 / hour
Estimating Manager	\$ 185 / hour
Licensed Engineer/Architect	\$ 145 / hour
Senior Project Engineer	\$ 125 / hour
Estimator	\$ 145 / hour
Scheduler	\$ 145 / hour
Project Engineer	\$ 115 / hour
Financial Accounting Manager	\$ 115 / hour
Administrative Assistant	\$ 75 / hour

Rates shall be escalated annually according to the Consumer Price Index (CPI) as published in the U.S. Bureau of Labor's Statistics Data for the Monterey Bay region.

Insurance rates are based on current policy period and shall be adjusted up or down as required at the anniversary of every renewal over the life of the contract.

Currently anticipated staff assigned to the program, their positions and titles, are as follows. This list is provided for information only, and is not necessarily the staff assigned to the program or their title for the entire program duration nor is it a complete list of the staff who may be involved and assist with the program management:

Senior Project Manager	Michael Carson
Administrative Assistant	Joann Welch

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. D

Administrative Services
College Area

Proposal:

That the Governing Board approve the Project Assignment Amendment #20 (PAA) at the fixed fee of \$58,750 with Kitchell CEM, for construction management services in conjunction with the multiple projects as outlined in the attached.

Background:

This PAA #20 for construction management services includes bid, construction and closeout phases for multiple projects (Temporary Education Center at Marina, Portable building upgrades, Portable Classroom Relocation, Social Science Building upgrades, AD Boiler Replacement and Parking Lot Slurry and Striping). Total project budget is for \$900,000. Senior Project Manager, Michael Carson will be on site part time throughout the project bid and construction schedule anticipated for completion in September 2017.

Budgetary Implications:

Expenses will be charged to bond funds.

RESOLUTION: BE IT RESOLVED, That the Governing Board approve the Project Assignment Amendment #20 (PAA) at the fixed fee of \$58,750 with Kitchell CEM, for construction management services in conjunction with the multiple projects as outlined in the PAA.

Recommended By: _____


Steven L. Crow, Ed.D., Vice President, Administrative Services

Prepared By: _____


Suzanne Ammons, Administrative Assistant

Agenda Approval: _____


Dr. Walter Tribley, Superintendent/President

EXHIBIT B: PROJECT ASSIGNMENT AMENDMENT*(To Agreement for On-Going Construction Management Services)*

This Project Assignment is executed between **MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT** ("District") and **Kitchell CEM** ("CM") pursuant to the Agreement for On-Going Construction Management Services ("Agreement") between the CM and the District dated October 10, 2008. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Project Description.

1.1 Project(s) Description (Management of Contractors)

Monterey Peninsula College – Ed Center Portable Project
 Monterey Peninsula College – Portable Relocation Project
 Monterey Peninsula College – Social Science Building Upgrades
 Monterey Peninsula College – Art Dimensional Boiler Replacement
 Monterey Peninsula College – Parking Lot Slurry and Striping

1.2 Design Team

Monterey Peninsula College – Portable Relocation Project - HGHB

2. Basic Services.

In addition to the Basic Services described in the Agreement for On-Going Construction Management Services and Conditions to Agreement for On-Going Construction Management Services, the Construction Manager will provide the following as a Basic Service for the above-described Project (refer to the Agreement for On-Going Construction Management Services and Conditions to Agreement for On-Going Construction Management Services for detailed description of each of the following).

2.1 Pre-Construction Phase (Not Applicable to this PAA).

2.2 Bid Documents.

2.3 Peer Review (Not Applicable to this PAA).

2.4 Construction Cost Estimate (Not Applicable to this PAA).

2.5 Project Closeout, DSA Certification

3. Budget.

3.1 Total Project Budget: \$900,000

4. Construction Management Compensation.

Contract Price. The District shall pay CM a Fixed Fee of, Fifty Eight Thousand Seven Hundred

Fifty Dollars, \$58,750.00. The Contract Price is based on the construction schedule for this project coinciding with the schedule as detailed in Item 5, below.

5. Basic Services Completion Schedule.

	START DATE	FINISH DATE
Pre Design	N/A	N/A
Preliminary Plans	N/A	N/A
Working Drawings (including DSA)	N/A	N/A
Bidding	June 2017	July 2017
Construction Management	July 2017	September 2017

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

“CM”
Kitchell CEM

“DISTRICT”
Monterey Peninsula Community College District,
a California Community College District

By: _____
Russell A. Fox
President

By: _____
Steven Crow
VP for Administrative Services

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. E

Student Services
Office

Proposal: That the Governing Board approve the agreement (No. CSPP-7313) with the California Department of Education for the purpose of providing child care and development services.

Background:

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This agreement, entered into between the California Department of Education and Monterey Peninsula Community College District is effective from July 1, 2017 through June 30, 2018. For satisfactory performance of the required services, the District shall be reimbursed at a rate not to exceed \$38.69 per child, per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$528,121.00.

Budgetary Implications:

Monterey Peninsula Community College District's maximum reimbursement amount is \$528,121.00.

RESOLUTION: BE IT RESOLVED, that the Governing Board approve the agreement (No. CSPP-5284) with the California Department of Education for the purpose of providing child care and development services

Recommended By:



Kim McGinnis, Vice President of Student Services

Prepared By:



Jennyfer Gutierrez, Administrative Assistant to the Vice President of Student Services

Agenda Approval:



Dr. Walter A. Tribley, Superintendent/President

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017–18.

RESOLUTION

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

authorizes entering into local agreement number CSPP-5284 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Dr. Walter Tribley</u>	<u>Superintendent/President</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

PASSED AND ADOPTED THIS 26 day of July 2017, by the
Governing Board of Monterey Peninsula College District
of Monterey County, in the State of California.

I, Dr. Walter Tribley, Clerk of the Governing Board of
Monterey Peninsula College District, of Monterey County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a regular meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.


(Clerk's signature)

(Date)

CCC-04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> Monterey Peninsula College District		<i>Federal ID Number</i> 94-2314506
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dr. Steve Crow, Vice President of Administrative Services		
<i>Date Executed</i>	<i>Executed in the County of</i> Monterey	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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


CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Monterey Peninsula College District		94-2314506
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dr. Steve Crow, Vice President of Administrative Services		
<i>Date Executed</i>	<i>Executed in the County and State of</i> Monterey, CA	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18

DATE: July 01, 2017

CONTRACT NUMBER: CSPP-7313

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6610-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

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

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.69 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$528,121.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 13,650.0
Minimum Days of Operation (MDO) Requirement 165

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

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Steve Crow, Vice President of Administrative Services			
TITLE CONTRACT MANAGER		ADDRESS 980 Fremont St, Monterey, CA 93940			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 528,121 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 528,121	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-6610				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

Department of General Services
use only

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. F

Academic Affairs
School of Nursing

Proposal:

To approve the Maurine Church Coburn School of Nursing budget and Memorandum of Understanding with Montage Health.

Background:

The School of Nursing is funded and operated in partnership with Montage Health. The stipulations of the partnership are summarized in the attached Memorandum of Understanding.

Budgetary Implications:

2017-2018 budget for MCCSN attached.

[X] RESOLUTION: BE IT RESOLVED, that the Governing Board approve the Memorandum of Understanding with Montage Health for the funding and operation of the Maurine Church Coburn School of Nursing for 2017-2018.

Recommended By: [Signature] 7/27/17
Paul Long, Interim Dean of Instruction

Prepared By: [Signature]
Laura Loop, Director of Nursing

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is for the purpose of specifying operational and financial arrangements between Monterey Peninsula College, hereafter referred to as the College, and Montage Health, during the fiscal year July 1, 2017 to June 30, 2018. The arrangements are as follows:

1. Funding:

The annual operating expenses for the Maurine Church Coburn School of Nursing will be funded as follows for 2017-2018: (See Attachment A)

- A. \$670,000 from the College
- B. \$670,000 from Montage Health Foundation
- C. \$142,600 from the State Chancellor's Office Enrollment Growth Grant #16-199-024; and \$57,000 from the State Chancellor's Office Assessment, Remediation and Retention Grant #16-200-017 (for a total of \$199,600)
- D. \$11,050 from the Jean Wilder Trust.
- E. \$60,000 from the Song-Brown Capitation Grant
- F. Upon final financial reconciliation between the College and Montage Health, the remaining expenses will be funded by the Lillian W. Adams Bequest (See Attachment A)
- G. Direct grants may be awarded by the Foundation for scholarships, capital purchases, supplemental program needs, and/or faculty expenses. These grants will be directed and administered solely by the Foundation.
- H. Changes in the type of direct expense categories as shown on Attachment A or significant variations to the direct expense amounts approved must be reviewed and agreed to by both the College and Montage Health.

2. Fiscal Management:

- A. The College will maintain responsibility for initial development, preparation, submission and management of the operational budget. The College will submit a tentative operational budget to Montage Health by May 31, 2018 which allows time for review and response to the College by June 10, 2018.
- B. Montage Health will administer the basic salary program. Montage Health may administer any incentive (stipend) program outside the College budgeting program.
- C. Montage Health will serve as the employer of record for all faculty members and approve the overall budget for the school.
- D. Montage Health will furnish the College a monthly statement of salaries paid on behalf of the School of Nursing within fifteen days of the end of the month. When the Montage Health contribution for salaries exceeds the amount determined in Attachment A, the College will reimburse Montage Health for the excess amount after the close of the fiscal year.

3. Program Evaluation:

An opportunity for review of the School of Nursing for quality and need will be provided through joint meetings between the College and Foundation no less than three times during the period of this agreement. Meetings will be held between College and Foundation representatives during or near October/November 2017, March/April 2018 and June/July 2018.

The purpose of the meetings will be to:

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

B. Review:

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

4. Responsibilities:

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

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

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

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

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

Attachment #A

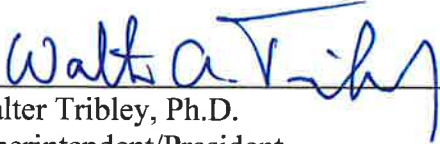
**Maurine Church Coburn School of Nursing
Budget for 2017-2018
(07/26/17)**

Item	2016-2017 Approved Budget
Salaries	1,127,687
Faculty Benefits Subtotal	605,489
Indirect Costs for Grant	7,676
Classified Salaries	113,412
Classified Benefits/ Payroll Costs	81,732
Instructional Supplies LRC Software (grant-related)	8,052
Office Supplies	4,736
Travel – ALL (CNSA and Director)	5,000
Student Activities Graduation	850
Memberships	4,540
Equipment Repair	2,000
Stericycle Hazardous Waste Management	600
Total	\$1,961,774

Sources of Funds

MPC	\$ 670,000	
Community Hospital Foundation	\$ 670,000	✓ (SR)
Chancellor's Office Grants	\$ 199,600	
Song-Brown Capitation Grant	\$ 60,000	
Jean Wilder Trust	\$ 11,050	
Proposed from Adams Bequest	\$ 351,124	(used to reconcile expenses by the amount needed after the above sources of funds have been applied)
<u>Total</u>	<u>\$1,961,774</u>	

By:
MONTEREY PENINSULA COMMUNITY
COLLEGE DISTRICT



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

June 14, 2017

Date

By:
MONTAGE HEALTH



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

June 14, 2017

Date

Approved by Monterey Peninsula College
Governing Board on July 26, 2017.

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. G

Academic Affairs
Office

Proposal:

To adopt the electronic version of the 2017-2018 Monterey Peninsula College Catalog.

Background:

The College Catalog is intended to serve students as a guide to services, programs, regulations and academic and student-related policies and procedures. It contains a statement of the philosophy, functions and objectives of the College, a description of instructional programs and courses, and Governing Board policies pertaining to: a) admissions and residency requirements; b) registration; c) fees; d) financial aid e) scholarships; f) academic policies and standards; and g) student services, activities, rights and responsibilities. Changes in these policies shall be reviewed and approved by the Board prior to their publication in subsequent catalog editions.

The 2017-2018 Monterey Peninsula College Catalog contains all sections specified above, updated appropriately from the 2016-2017 College Catalog. In describing instructional programs and courses, it presents all new/revised courses and related program revisions.

The 2017-2018 College Catalog will be available online on the MPC website following Board approval, at: <https://www.mpc.edu/Home/ShowDocument?id=28935>

Budgetary Implications:

The electronic version of the College Catalog continues to represent a significant cost savings.

RESOLUTION: BE IT RESOLVED, that the Governing Board adopt the electronic version of the 2017-2018 Monterey Peninsula College Catalog.


Recommended By:



Jon Knolle, Dean of Instruction

Date: 7/11/17


Prepared By:



JoRene Finnell, Administrative Assistant IV, VP, Academic Affairs

7-11-17

Agenda Approval:



Dr. Walt Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. H

Superintendent/President
Office

Proposal:

That the Governing Board adopt Board Policies: 4025 – Philosophy and Criteria for Associate Degree and General Education; 4100 – Graduation Requirements for Degrees and Certificates; and 4220 – Standards of Scholarship.

Background:

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

An extensive update of board policies to reflect CCLC policy language and numbering has been underway for the past few years. Policies have been presented to the Board in a group for review and approval to facilitate the policy update. Completion of this update will address one of the recommendations from the District's accreditation evaluation report.

The attached policies for academic affairs were presented to the Board for a first reading at the May Board meeting and for approval at the June Board meeting. Questions were raised at the June Board meeting and the policies were referred back to the Board Policies Subcommittee for further review. The subcommittee subsequently communicated with the District's board policies consultant and made additional modifications to the policies, as noted below, per the recommendation of the consultant. With these modifications, the policies are recommended for adoption:

Board Policy 4025 Philosophy and Criteria for Associate Degree and General Education
(replaces existing MPC policy 3001)
NOTE: Policy reflects Board subcommittee revision to clarify S/P is authorized to establish procedures, which will include the appropriate involvement of the Academic Senate. Additionally, it includes Board revision to clarify the education level of students who have attained the capabilities noted in the policy.

- Board Policy 4100 Graduation Requirements for Degrees and Certificates (replaces existing MPC policy 3000)
NOTE: Policy reflects Board subcommittee revision to clarify S/P is authorized to establish procedures, which will include the appropriate involvement of the Academic Senate.
- Board Policy 4220 Standards of Scholarship (no existing MPC policy)
NOTE: Policy reflects Board subcommittee revision to clarify S/P is authorized to establish procedures, which will include the appropriate involvement of the Academic Senate.

Budgetary Implications: None.

RESOLUTION: BE IT RESOLVED, That Board Policies: 4025 – Philosophy and Criteria for Associate Degree and General Education; 4100 – Graduation Requirements for Degrees and Certificates; and 4220 – Standards of Scholarship, be adopted.

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By: Shawn Anderson
Shawn Anderson, Executive Assistant to Superintendent/President and the Governing Board

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

BP 4025 Philosophy and Criteria for Associate Degree and General Education

At Monterey Peninsula College, courses that are designated to fulfill the general education and depth requirements shall meet the following criteria:

A. General Education Philosophy

The awarding of an Associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through patterns of learning experiences designed to develop certain capabilities and insights. Among these are the ability to think critically and to communicate clearly and effectively both orally and in writing; to use mathematics; to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems; and to develop the capacity for self-understanding.

In addition to these accomplishments, the ~~students-~~ Associate degree holders shall possess sufficient depth of knowledge in a selected field to contribute to a lifetime of interest in that field.

Central to an Associate degree, general education is designed to introduce students to the variety of ways in which people comprehend the modern world. Monterey Peninsula College's general education curriculum reflects the conviction that students who receive Associate degrees shall possess knowledge of certain basic principles, concepts, and methodologies both unique to and shared by the various disciplines. College educated persons must be able to use this knowledge when evaluating and appreciating the natural world, the culture, and the society in which they live. Most importantly, general education shall lead students to a better understanding of their world.

MPC shall assist students by creating coherence and integration among the requirements of the separate disciplines, so that students recognize the interrelationships among social, political, cultural and economic institutions both within and between global societies. Participation in general education programs shall provide students with opportunities to critically examine the values and beliefs inherent in proposed solutions to major societal problems.

At Monterey Peninsula College, the institution's General Education Outcomes specify the ways students will demonstrate knowledge and abilities gained while completing the General Education program.

B. General Education Course Designation Procedures and Requirements

The Superintendent/President, ~~in collaboration with the Academic Senate,~~ shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. The procedures shall provide for the appropriate involvement of the MPC Curriculum Advisory Committee and Academic Senate ~~involvement~~. The General Education requirements shall be published in the MPC Catalog.

See Administrative Procedure 4025 – Philosophy and Criteria for Associate Degree and General Education.

References: Title 5 Section 55061
ACCJC Accreditation Standard II.A

Formerly Governing Board Policy 3001 – General Education

Adopted: October 25, 2005

Revised and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

3001—General Education

a. General Education Philosophy

~~Those students who complete a program in General Education possess, in common, certain principles, concepts, and methods of inquiry either unique to or shared by the sciences, the humanities, and the social sciences. Through General Education, students are led to gain an appreciation of the arts and humanities to examine the interrelationships among social, political, cultural and economic institutions that both link and separate global societies. Further, students are led to develop habits of critical and quantitative analysis and synthesis, to apply the scientific method of inquiry when gaining an understanding of the physical and biological sciences, and to express judgment through oral and written communication.~~

b. General Education Requirements

~~The College shall maintain a current listing of general education requirements for the AA/AS degrees, and general education requirements for the California State University and the Inter-segmental General Education Transfer Curriculum (IGETC). These requirements shall be published in the College Catalog, the Schedule of Classes, and the MPC Web Site.~~

~~Monterey Peninsula College General Education Requirements shall consist of the following:~~

- ~~AREA A1: — English Composition~~
- ~~AREA A2: — Communication and Analytical Thinking~~
- ~~AREA B: — Natural Science~~
- ~~AREA C: — Humanities~~
- ~~AREA D: — Social Science~~
- ~~AREA E: — Lifelong Learning and Self-Development~~
 - ~~— E1: Wellness~~
 - ~~— E2: Introduction to Careers~~
- ~~AREA F: — Intercultural Studies~~

e. General Education Course Designation Procedures

~~The Senate appointed General Education Review Committee shall review board approved courses for inclusion in areas of general education. Each course will be reviewed to determine if it meets the requirements of a College general education area as described in the College Catalog or as determined~~

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

3001 General Education (continued)

~~by the CSU and IGETC process. Upon approval as a general education course, the course will have the area designation(s) in the course description, in the course outline, and published in the College Catalog.~~

Reference: California Administrative Code, Title 5, 55802, 55805

Adopted: October 25, 2005



GOVERNING BOARD POLICIES

Chapter 4 Academic Affairs

4100

BP 4100 Graduation Requirements for Degrees and Certificates

The District grants the degrees of Associate in Arts, Associate in Science, and Associate Degrees for Transfer (ADTs) to those students who have completed the degree-applicable requirements for graduation and who have maintained a 2.0 average in degree applicable courses. All courses that count toward the associate degree major or area of emphasis must be “satisfactorily completed” with grades of A, B, C, CR (credit), or P (pass). Students must also complete the general education residency and competency requirements set forth in Title 5 regulations.

Students may be awarded a Certificate of Achievement upon successful completion of a minimum of 18 or more semester units of degree-applicable coursework designed to develop certain capabilities that may be oriented to career or general education as recommended by the MPC Curriculum Advisory Committee. All courses that count toward the Certificate of Achievement and skills certificates must be “satisfactorily completed” with grades of A, B, C, CR (credit), or P (pass).

The Superintendent/President, ~~in collaboration with the Academic Senate,~~ shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the Academic Senate and ~~of~~ the MPC Curriculum Advisory Committee.

The procedures shall assure that graduation requirements are published in the MPC Catalog and included in other resources that are convenient for students.

See Administrative Procedure 4100 – Graduation Requirements for Degrees and Certificates.

References: Education Code Section 70902(b)(3);
Title 5 Sections 55060 et seq.

Formerly Governing Board Policy 3000 – Degrees and Certificates Offered

Adopted: August 10, 1988.

Revised and Adopted: December 20, 2005.

Revised, Renumbered, and Adopted:

MONTEREY PENINSULA COLLEGE
GOVERNING BOARD POLICIES

3000 SERIES EDUCATIONAL PROGRAMS AND STANDARDS

A. Educational Programs

~~3000—Degrees and Certificates Offered~~

~~As authorized by State Law and Regulations, Monterey Peninsula College will offer Associate in Arts and Associate in Science Degrees and Certificates of Achievement. The Associate in Arts degree is awarded in the liberal arts area; the Associate in Science degree is awarded in the science, technical, and vocational fields. Requirements for associate degrees and certificates are published in the College Catalog and the Monterey Peninsula College Web Site.~~

~~The Associate degree is awarded upon satisfaction of the following:~~

- ~~• Satisfactory completion of competency requirements in Reading, Writing, and Mathematics as designated in Title 5 and Information Competency as designated by MPC and published in the College Catalog and Web Site.~~
- ~~• Completion of a major from the approved list of MPC majors as listed in the college catalog and web site or the University Studies program requirements based on California State University General Education (CSU-GE) requirements or the requirements of the Intersegmental General Education Transfer Curriculum (IGETC) requirements.~~
- ~~• Completion of a minimum of sixty (60) degree-applicable units with a 2.0 ("C") grade point average.~~
- ~~• Completion of twelve (12) units, with at least six in the major area, at Monterey Peninsula College.~~
- ~~• Completion of at least forty (40) degree-applicable units of courses with letter grades.~~

~~The Certificate of Achievement is awarded upon satisfaction of the following:~~

- ~~• Completion with at least a grade of "C" or better in each course required for one of the approved majors.~~
- ~~• Completion of at least twelve (12) units applied toward the certificate program at Monterey Peninsula College.~~

Reference: California Administrative Code, Title 5, 51022 (a), (b), 55001-55182, 55800-55810.

Formerly Governing Board Policies 6.3.1, 6.3.2, and 6.3.3.

Adopted: August 10, 1988

Revised and Re-Adopted: December 20, 2005

GOVERNING BOARD POLICIES

BP 4220 Standards of Scholarship

The Superintendent/President, ~~in collaboration with the Academic Senate,~~ shall establish procedures that establish standards of scholarship consistent with the provisions of Title 5 Sections 55020 et seq., 55030 et seq., 55040 et seq., and Board Policy. The procedures will include the appropriate involvement of the Academic Senate.

These procedures shall address:

- grading practices,
- academic record symbols,
- grade point average,
- credit by examination,
- academic and progress probation,
- academic and progress dismissal,
- academic renewal,
- course repetition,
- limits on remedial coursework, and
- grade changes.

These procedures shall be described in the MPC Catalog.

References: Education Code Section 70902(b)(3);
Title 5 Sections 55020 et seq., 55031 et seq., and 55040 et seq.

Adopted:

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. I

Superintendent/President
Office

Proposal:

That the Governing Board discuss the proposed 2017 Board self-evaluation process.

Background:

As a part of Monterey Peninsula College's ongoing commitment to continuous improvement, the MPCCD Governing Board adopted Board Policy 2745 – Board Self-Evaluation (Attachment A), which calls for an annual self-evaluation and development of Board goals. The Board self-evaluation is to be conducted from August – October, with the Board goals to be approved at the end of the evaluation process.

The Board goals for 2017 (Attachment B) were adopted at the November 2016 meeting and will be used as the basis for the Board's self-evaluation. It is recommended that the Board identify two trustees to serve as an ad hoc subcommittee to work with the Superintendent/President to develop an evaluation instrument, process, and calendar for approval at the August meeting.

Budgetary Implications: None.

INFORMATION: Governing Board self-evaluation process for 2017

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:

Shawn Anderson

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

Agenda Approval:

Walt a Tribley

Dr. Walter Tribley, Superintendent/President



MONTEREY PENINSULA
COLLEGE

GOVERNING BOARD POLICIES

Chapter 2 Board of Trustees

2745

BP 2745 Board Self-Evaluation

The Board of Trustees is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning. In order to evaluate progress towards achieving the District's goals, the Board will annually schedule a time and place at which all members will participate in a formal self-evaluation.

The Board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal Board operations and performance and will evaluate success in achieving last year's goals. Working with the Superintendent/President, the Board members shall develop goals for the upcoming year against which the Board shall be evaluated. A self-evaluation instrument will be based on these goals. Each Board member will complete a self-evaluation instrument independently.

In addition, the Board will seek anonymous staff, faculty, student and community input through a representative sampling of each group. The sampling will be by position (example, President of the Academic Senate). The ensuing evaluation will be based on the resulting composite picture of the Board's strengths and weaknesses. The Board will discuss the tabulated results as a group and report its outcome at a public meeting.

The evaluation process shall include the establishment of strategies for improving Board performance. A summary of the evaluation will be presented and discussed at a Board session scheduled for that purpose. The results will be used to improve board performance, academic quality, and institutional effectiveness. Goals will be set for the following year's performance and evaluation.

See Administrative Procedure 2745 – Board Self-Evaluation

See also Board Policy 2200 – Board Duties and Responsibilities

References: ACCJC Accreditation Standard IV.C.10

Formerly Governing Board Policy 1009 – Board Self Evaluation

Adopted: August 15, 2000

Revised and Adopted: May 25, 2010; November 23, 2010

Revised, Renumbered, and Adopted: September 28, 2016

**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD GOALS FOR 2017
Adopted November 16, 2016**

1. Encourage an open and respectful culture at MPC in partnership with the Superintendent/President.
2. Actively participate in and support actions taken by the college to attain fiscal stability.
3. Ensure the college policies and procedures are updated, comprehensive and implemented.
4. Respond to ACCJC Accreditation recommendations and support the completion of MPC's Actionable Improvement Plans and Quality Focus Action Projects (as listed in the Institutional Self Evaluation Report, August 2016).
5. Respond to and implement appropriate recommendations of the Collaborative Brain Trust Report in order to ensure efficient and effective functioning of MPC.
6. Regularly schedule presentations with follow-up discussion opportunities on College programs and issues at Trustee meetings or study sessions.
7. Engage in legislative advocacy activities to support the college and community college systems.
8. Be open and accessible to community constituents.

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. J

President's Office
College Area

Proposal:

That the Governing Board receives a presentation on Monterey Peninsula College's progress and goals for Year 3 of the Institutional Effectiveness Partnership Initiative.

Background:

In 2014, the state legislature established funding for a comprehensive program to support improved fiscal and operational effectiveness, reduce accreditation sanctions and audit findings, and enhance the ability of the California community college system to serve students. The Chancellor's Office established the Institutional Effectiveness Partnership Initiative (IEPI) to implement the program. The IEPI is a statewide collaborative effort with three primary components: a framework of indicators used by all colleges to set performance goals, professional development opportunities, and technical assistance.

Pursuant to Education Code, all California community colleges must develop, adopt, and publicly post goals related to the IEPI framework. At minimum, colleges must set goals for specific indicators related to student performance, fiscal viability, accreditation status, and programmatic compliance with state and federal guidelines.

On July 26, 2017, Dr. Rosaleen Ryan will present information on Monterey Peninsula College's IEPI goals, including a progress update on the 2016-2017 goals and an overview of the goals for 2017-2018.

Budgetary Implications:

None.


INFORMATION: Institutional Effectiveness Partnership Initiative: Progress Report and 17-18 Goals

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:


Catherine Webb, Interim Dean of Planning, Research, and Institutional Effectiveness

Agenda Approval:


Dr. Walter Tribley, Superintendent/President

Monterey Peninsula Community College District

Governing Board Agenda

July 26, 2017

New Business Agenda Item No. K

Superintendent/President
College Area

Proposal:

To review the attached Calendar of Events.

Background:

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

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

Budgetary Implications:

None.

INFORMATION: Calendar of Events

Recommended By: Dr. Walter Tribley, Superintendent/President

Prepared By:

Shawn Anderson

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

Agenda Approval:

Walter A. Tribley

Dr. Walter Tribley, Superintendent/President

MPC Governing Board 2017 Calendar of Events

JULY 2017

Wednesday, July 26 Regular Board Meeting, MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting: 1:30pm, Sam Karas Room

Friday, July 28 End of Eight-Week Summer Session

AUGUST 2017

Thursday, August 10 Board Study Session (2017-2018 Final Budget), 1:30pm, MPC Library & Technology Center, Sam Karas Room

**Wednesday, August 16 Fall Flex Day: 8:40-9:55 a.m. (Keynote Address) and 1:15-3:00pm (President's Address), LF-103
(8am Continental Breakfast, Sam Karas Room)**

Friday, August 18 Fall 2017 Semester Begins

Wednesday, August 23 Regular Board Meeting, MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting: 1:30pm, Sam Karas Room

SEPTEMBER 2017

Monday, September 4 Holiday – Labor Day

Wednesday, September 13 Fall Lobo Day: 10:00am-2:00pm, Student Center

Wednesday, September 27 Regular Board Meeting, MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting: 1:30pm, Sam Karas Room

OCTOBER 2017

Wednesday, October 25 Regular Board Meeting, Public Safety Training Center, Seaside
Closed Session: 11:00am, Room to be determined
Regular Meeting: 1:30pm, Room to be determined

NOVEMBER 2017

Saturday, November 4 MPC Foundation Fundraising Event (evening) – Details to be announced

Friday, November 10 Holiday – Veterans' Day Observance

Thursday, Nov 23. through Saturday, Nov. 25 Holiday - Thanksgiving

Wednesday, November 29 Regular Board Meeting, MPC Library & Technology Center
Closed Session: 11:00am, Stutzman Room
Regular Meeting: 1:30pm, Sam Karas Room

MPC Governing Board 2017 Calendar of Events

DECEMBER 2017

Friday, December 15	Fall 2017 Semester Ends
Tuesday, December 19	Fire Academy Graduation, MPC Theater, 10:00am
Wednesday, December 20	Regular Board Organization Meeting and Swearing-in Ceremony, Monterey Peninsula College
	Closed Session: 11:00am, Stutzman Room
	Regular Meeting: 1:30pm, Sam Karas Room
Friday, Dec. 22 through Monday, Jan. 1	Winter Break

Events/details added from previous Calendar are highlighted in bold; updated July 19, 2017.