The Board shall act on posted items and shall not deliberate items that are not on the posted agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Human Resources at 485-9340. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Persons desiring to address the Board on items not on the agenda may speak under item number “B.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

Government Code §54957.5 states that public records which relate to any item on the open session agenda for a regular Board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of the Superintendent/President at 835 College Avenue, Administrative Center 123, Kentfield for the purpose of making those public records available for inspection.

Per Board Policy 2365 the Board meetings of the Marin Community College District are audio taped and video broadcasted via the internet.
A. Closed Session – 5:15 p.m. in SS A&B, Kentfield Campus

1. Call to Order, Roll Call and Adoption of Agenda
   a) Request for Public Comment on Closed Session Agenda

2. Closed Session: To consider and/or take action upon any of the following items:
   (a) With respect to every item of business to be discussed in closed session pursuant to
       Section 54957.6:
       CONFERENCE WITH LABOR NEGOTIATOR
       Relative to the following organizations representing employees: United Professors of Marin
       (AFT/UPM), California School Employees Association (CSEA), Service Employees International
       Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
       Agency Negotiators: Bruce Heid

   (b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section
       54956.9:
       CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
       Six - Mize-Kurzman vs. Marin CCD (California Court of Appeal)
       SEIU vs. MCCD Grievance (Police Officers – Donning & Doffing)
       Campus Bistro
       Elaina Perez Application to File Late Claim
       Anne Hanly Tort Claim
       D. Kesecker vs. MCCD

   (c) With respect to every item of business to be discussed in closed session pursuant to Section 54957:
       PUBLIC EMPLOYEE PERFORMANCE EVALUATION

   (d) With respect to every item of business to be discussed in closed session pursuant to Section 54957:
       PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

   (e) With respect to every item of business to be discussed in closed session pursuant to Government Code Section
       54957:
       COMPLAINT AGAINST EMPLOYEES - APPEAL
       Anne Hanly appeal of administrative determination

3. Recess to Open Session
B. Reconvene to Regular Meeting

1. Call to Order, Roll Call and Adoption of Agenda
3. Citizens’ Requests to Address the Board on Non-Agenda Items (3 minutes each)

4. Chief Executive Officer’s Report (20 minutes)
   a. Accreditation Update
   b. Fine Arts Review
   c. Fund Development
   d. Workforce Development Update (Nanda Schorske)
   e. Other

5. Academic Senate Report (5 minutes)

6. Classified Senate Report (5 minutes)

7. Student Senate and Student Association Report (5 minutes)

8. Board Study Session
   a. Modernization (Laura McCarty, Leigh Sata and TLCD Architecture/Mark Cavagnero)
      • New Academic Center Design Update
   b. Adoption Budget (Al Harrison)

9. Public Hearing on 2011/12 Adoption Budget
   A. Approve 2011/2012 Adoption Budget – BP1 (Fiscal Accountability)

10. Consent Calendar Items (Roll Call Vote)

   A. Calendar of Upcoming Meetings

   B. Approve Classified Personnel Recommendations
      1. Appointment of Classified Personnel
      2. Appointment of Hourly Personnel
3. Temporary Reassignment of Classified Personnel
4. Temporary Increase/Decrease in Assignment of Classified Personnel
5. Resignation/Retirement of Classified Personnel

C. Approve Academic Personnel Recommendations
   1. Appointment of Academic Personnel
   2. Resignation/Retirement of Academic Personnel

D. Approve Educational Management Personnel Recommendations
   1. Appointment of Educational Management Personnel

E. Approve Short-Term Hourly Positions

F. Budget Transfers – Month of July – FY 2011/12

G. Warrant Approval

H. Declaration of Surplus Property - Miscellaneous Equipment

I. Approve Revised Board Policies – BP1.4a (Review institutional needs and assess institutional effectiveness, using Program Review, Administrative Planning and Assessment, the Strategic Plan and the Educational Master Plan)
   - BP 7236 Substitute and Short-Term Employees
   - BP 7310 Nepotism
   - BP 7330 Communicable Diseases
   - BP 7370 Use of District Resources for Political Activity
   - BP 7510 Domestic Partners

J. Approve New Credit Courses

K. Modernization (Measure C) - BP3.1 (Keep modernization program on track)
   1. Ratify/Approve Modernization Contracts, Changes and Amendments ($828,686.27)

L. Approve County of Marin and College of Marin Program Agreement to Support Work Experience Cohort of Farm Students

M. Approve San Francisco Community College District and Marin Community College District Program Agreement to Support Electric Vehicle (EV) Technician Training

N. Approve Student Record Destruction

11. Other Action Items (10 minutes)
   A. Approve Marin General Phlebotomy Student Training Agreement
   B. Approve Marin General EMT Student Training Agreement
   C. Approve Marin County Office of Education Use Agreement
   D. Approve Barnes & Noble Contract Extension
   E. Approve Marin County Superintendent of Schools Product and Services Agreement & Addendum
   F. Reject Application to File Late Claim – Elaina Perez
   G. Reject Tort Claim – Anne Hanly
H. **Modernization (Measure C) - BP3.1** *(Keep modernization program on track)*
   1. Approve Five-Year Construction Plan
   2. Approve New Professional Services Agreement
      - Science/Math/Central Plant Complex Increments 2 & 3, Site Development & Building Project (305A);
      - Performing Arts Building Modernization Project (306A);
      - Child Study Center Project (303C)
      - Radixos – Furniture, Fixtures & Equipment (FF&E) Consultant ($247,170)
   3. **Approve Resolution Declaring Non-School Building for Instructional Purposes**
      Resolution No. 8/23/11 B.11.H.3 for Performance Tent
      - PA & FA Relocation Project (8501)
   4. **Approve Award of a Construction Contract**
      - MEP Supplemental Project (308B-402A-407B-417A)
      - Trahan Mechanical ($404,254)
   5. **Pre-Authorize Award of California Multiple Award Schedules (CMAS) Contract**
      - PE Track Renovation Project (308G)
   6. **Approve Change Order #17 and Resolution Attesting No Benefit to Bidding Out Change Order Work** ($80,014)
      - Jeff Luchetti Construction, Inc.
      - New Fine Arts Building Project (306C)

I. **Approve Confidential, Supervisory, and Managers’ Salary and Benefits: 2011-2012**

J. **Ratify Collective Bargaining Agreement with Service Employees International Union (SEIU) Local 1021**

K. **Accept California School Employees’ Association (CSEA), Chapter 196 Initial Contract Proposal to the District and Hold Public Hearing**

**RESOLUTIONS (Roll Call Vote)**

L. **Approve Gann Appropriations Limit for 2011/12 Resolution**

M. **Approve Resolution Authorizing the Governing Board to Enter into Agreement Number 21-6538-00-1, California State Preschool Program CSPP-1285**
   with the California Department of Education for the Purpose of Providing Child Care and Development Services and Authorizing the Designated Personnel to Sign Contract Documents for Fiscal Year 2011/12

N. **Approve Resolution Authorizing the Governing Board to Enter into Agreement Number 21-6538-00-8, Amendment 01 Facilities Renovation and Repair CRPM-8072**
   with the California Department of Education for the Purpose of Providing Child Care and Development Services and Authorizing the Designated Personnel to Sign Contract Documents for Fiscal Year 2008-09 to 2010-11

O. **Approve Resolution in Support of Constitution Day**

P. **Approve Resolution to Compensate Trustee Namnath for Excused Absence**

12. **Future Agenda Items**
   a. Bolinas Property (September/October)
   b. Parcel Tax (September/October)
   c. CCLC Board Policy/Procedures Update (September)
13. Board Reports and/or Requests (15 minutes)
   a. Legislative Report
   b. Committee Chair Reports
   c. Individual Reports and/or Requests

14. Approval of Minutes (2 minutes)
    - Minutes of July 19, 2011 Board Meeting

15. Information Items (see written reports)
    B. Fourth Quarter Financial Status Report and CCFS-311Q for 2010/11
    C. Dental and Vision Self-Funded Insurance Administration
    D. Modernization Update – BP3.1 (Keep modernization program on track)
       1. Director’s Report – BP3.1 (Keep modernization program on track)
       3. Schedule – BP3.1 (Keep modernization program on track)
    E. Calendar of Special Events
       Annual Meeting of Marin County Council of Mayors and Councilmembers/Marin Community United – September 27, 2011 - 6:00 p.m.
       Corinthian Yacht Club, 43 Main Street, Tiburon
       CCLC Annual Conference – November 17-19, 2011 – San Jose Fairmont

16. Correspondence
17. Board Meeting Evaluation
18. Adjournment
President’s Report
Board of Trustees Meeting
August 23, 2011

Evening Assistance and Supervision
Beginning this fall semester Raul “Bo” Botello will oversee evening supervision and assistance at both the Kentfield (KTD) and Indian Valley Campuses (IVC) Monday through Thursday, from 4:30 p.m. to 8:30 p.m. If evening assistance is needed please call (415) 747-0699.
PLEASE NOTE: if there is a medical emergency or crime in progress, please call 911 first and then notify Officer Botello.

Kudos
Communications and Community Relations Department Wins Award
Senior Creative Designer Shook Chung has won an excellence award from the University and College Designers Association (UCDA). Her entries; the concert mailers for fall 2010 and spring 2011, will appear in the 2011 UCDA Design Show held October 15 through 18 in Phoenix, Arizona.

Biology Instructor to Receive Terwilliger Award
College of Marin Community Education Instructor Sharon Barnett is the recipient of the 2011 Terwilliger Environmental Award. The ceremony will be held on Friday, September 9, 2011, from 4 p.m. to 6 p.m. at the WildCare Terwilliger Center in San Rafael. Barnett also teaches at the Marin Country Day School and Marin Nature Adventures, of which she is co-founder. Barnett’s passion is evident as she makes learning about nature fun and exciting for students of all ages. Barnett also volunteers for numerous organizations including The Marine Mammal Center, Salmon Protection and Watershed Network, Gerstle Park Neighborhood Association, and the Point Reyes National Seashore. She also served a term as Director for Marin Audubon Society.

The IVC Facilities Space Use Consolidation Project is complete!
Staff, faculty, the Maintenance and Operations Department, IT, and many, many others joined together to make the space use consolidation project a great success. All offices and classrooms that were in the Ohlone Cluster (the cluster closest to the pool) have been vacated and moved into the Pomo and Miwok Clusters. The Intensive English Program and Community Education Department moved into the Pomo Cluster and the A+ and Networking Labs into the Miwok Cluster...this was not a simple undertaking.

Special thanks to Administrative Assistant Laurie Loeffler who did yeoman’s work to make this happen. Also, special thanks to Mary Gale Beyer for the computer planning, packing, and setting up, and to Lupe Oropeza for her beautiful restoration paint work. Thanks to everyone who invested so much time and energy in order to make this work so well!
COM Well Represented at Canal Alliance Event
Many thanks to all those who participated in the Canal Alliance event held on June 21. The Alliance estimated that there were 70 community members in attendance. Throughout the evening, individuals expressed their thanks for bringing College of Marin to their community. This accessibility provided valuable direct contact, information gathering, and online application opportunities. Over and over people commented on how comfortable they felt asking questions and learning more about educational programs and pathways. Special thanks to Anna Pilloton for coordinating such a wonderful event.

Upcoming Event

Road to Success at Kentfield and Indian Valley Campuses
The 2011 Road to Success event is taking place on the Kentfield Campus Tuesday, August 30, from 10 a.m. to 2 p.m., and Wednesday, August 31, from 10 a.m. to 2 p.m. This year the Indian Valley Campus will also host the Road to Success on Wednesday, September 7, from 2:30 p.m. to 7:30 p.m. Please tell your students!

This event is designed to encourage all students to learn about the variety of COM student services, learning resources, programs, and academic departments available to help them succeed in their studies and programs.

When students “walk the road” by going to each stop throughout campus, they will learn important information about services and resources, get their questions answered, and have chances to win prizes. This event builds student awareness of the many resources in place to aid them.

For services, programs, and departments, the Road to Success is an opportunity to showcase what you have to offer. Participating faculty can earn flex time by manning the tables.

Kentfield Campus stops are Student Services, Health Center, Science Center, Physical Education Center, Learning Resource Center, Harlan Center, and Fine Arts.

Indian Valley Campus stops are: Building 27, Building 8, and Building 17.

At the stops along the road, students also receive various give-aways and can enter a raffle drawing with the first prize of $250 cash. There is one entry per student, per stop on the road.

For more information contact Cheo Massion, Cheo.Massion@marin.edu or Becky Reetz at ext. 7620, Becky.Reetz@marin.edu.

This event is sponsored by ASCOM, the Basic Skills Initiative Committee, and all student services and departments.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>August 23, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.4.d</td>
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<tr>
<td>Subject:</td>
<td>Workforce Development Update</td>
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<td>Reason for Board Consideration:</td>
<td>Information</td>
<td>Enclosure(s): Workforce Update</td>
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**BACKGROUND:**

This Workforce Development Update is submitted to the Board for information.

Since Fall, 2005, workforce development and enrollment growth activities initiated by the College of Marin have generated more than $4.6 million dollars to support the industries targeted for economic development in Marin County.

The attached update includes a summary of programs, activities and partnerships that have generated that economic development activity. In addition—and perhaps, more importantly—these activities have resulted in the college’s capacity to serve an expanding population of students thereby supporting continued strategic enrollment growth and the economics of Marin County in a way that will increase Marin’s employment opportunities.

This report summarizes the objectives, partnership development, and the investment in Marin’s employment climate by organizing the growth around targeted industry sectors.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees accept this information item.

Administrator Initiating Item: Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
Enclosed is the Workforce and Economic Development Update Report. The workforce partnership programs strategy for enrollment growth was driven by a focus on industry sectors identified as most promising for economic growth in Marin county by the Marin Economic Commission’s Report “Targeted Industries Report” published in 2004 and updated in 2008.

This report includes updates on the targeted sectors selected by the college for enrollment growth opportunities. This report links the College of Marin’s investment in those targeted industries and the role the college plays in Marin’s economic climate.

Healthcare Industry:

- Simulation Center training is serving 6 founding partners-700 participants per year include practicing nurses and nursing students.
- Current focus in Healthcare industry is moving away from acute care settings to home and longer term residential care.
- Nurse education funding is shifting away from Community College RN programs to four-year programs as crisis in nursing shortage lessen.
- College of Marin has facilitated investment of $1.7m+ in Marin’s Healthcare Industry development over the six years.

Multimedia (MMST) and Core Technology Sector

- MMST enjoyed increase of 20%+ enrollment when all MMST program classes moved back to IVC.
- MMST Industry has moved from employee model to contractor model.
- “Core Tech” industry is remains soft. It is a focus of work by the newly established Marin Economic Forum.
- College of Marin has facilitated investment of $680,000+ in Marin’s Core Technology Industry development over the last six years. This investment does not include the contribution from the Measure C Bond program.

The Built Environment Sector (Including Agriculture)

- Enrollment for Solar Installer Integration Class continues at maximum with waiting lists. 275 students have completed the Solar Tech course since Fall ’08 – This originally grant-funded program is now institutionalized.
- Soft economy continues to present challenge of lack of jobs to meet demand for work-especially in Marin’s highly educated and well-trained workforce.
- College of Marin has facilitated investment of $1.1m to in Marin’s Built Environment Industry development over the last five years. This investment does not include the contribution from the Measure C Bond program.

Transportation Technology Sector (Not included in Marin’s “Targeted Industries” report)

- New Electric Vehicle (EV) Conversion class is consistently filled—More than 95 students have been served since first class offered in Spring ’10.
- One of the most exciting economic development opportunities in the region is the development of the EV infrastructure
- San Francisco, San Jose and Oakland Mayors have announced the objective to establish the SF Bay Area as the “EV capitol of the world”
- College of Marin has facilitated investment of $320,000+ in Marin’s Built Environment Industry development over the last six years. This investment does not include the contribution from the Measure C Bond program.

*Transportation Technology has arrived as an area of growth and economic opportunity in the bay area since the cost of fuel goes up at ever-increasing rates, and since the SF Bay Area has been officially named as “EV Capitol of the World” by bay area mayors.*
Education, Non-Profit and the Public Sector

- Results of a recent study by the Marin Community Foundation (MCF) revealed that most students in Early Childhood Education (ECE) classes needed significant support in very early academics and ESL. Students are now supported with a learning specialist funded by MCF located at both IVC and KTD campuses. Data on new program is anticipated in Spring 2012.

- Infant Toddler Center at IVC expanded enrollment for young parents and Marin County infants in need.

- Marin Simulation Center hosts on-site simulation to all Simulation Center partners, including the nursing schools of Dominican University of California (DUC), Sonoma State University (SSU), and the education programs for practicing nurses at Kaiser-Permanente (KP), Marin General Hospital (MGH), Novato Community Hospital (NCH).

- College of Marin has facilitated investment of $1.1m in Marin’s education sector development over the last six years. That number excludes contributions already counted under the Healthcare section of this report and any contributions from the Measure C Bond program.

Marin County as an Economic Region

- The Indian Valley Campus is the meeting place for the Marin Economic Forum. College of Marin has played a leadership role in creating the newly launched Marin Economic Forum. Marin County now joins the rest of the state where the health of the economy is served by three entities considered crucial to regional economic health: the local Workforce Investment Board (WIB), the local community college, and a county-wide economic development entity such as an Economic Development Corporation (or EDC) or now, in our case, “The Forum”.

- The Forum is committed to supporting a thriving economy in Marin County driven by the 3 E’s of Sustainability (a thriving Economy, a healthy Environment and Social Equity).

- As detailed in this report, the College of Marin has facilitated a total investment of approximately $4.9m in Marin’s economic development focused on selected targeted industries.
## COLLEGE OF MARIN WORKFORCE AND ECONOMIC DEVELOPMENT UPDATE
### NANDA SCHORSKE, DEAN OF WORKFORCE DEVELOPMENT & COLLEGE COMMUNITY PARTNERSHIP  •  AUGUST 2011
### HEALTH CARE SECTOR

<table>
<thead>
<tr>
<th>Update</th>
<th>Opportunity/Objective</th>
<th>Partners</th>
<th>Economic Investment in Industry</th>
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</thead>
<tbody>
<tr>
<td>• All MOU’s for Simulation Center signed and in effect</td>
<td>• Address Nursing program capacity expansion barriers, including a) faculty pipeline development b) available clinical placements</td>
<td>• CCC Chancellors Office</td>
<td>Simulation Center (SimCtr): Launch Contributions:</td>
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<tr>
<td>• SimCtr fully equipped and fully staffed</td>
<td>• State of the Art Technology Center for Students, Professionals and Local Business to increase the number of nurse educators, clinical practice sites, and the capacity and quality of health care professionals in Marin County and the region</td>
<td>• California Institute for Nursing and Health Care (CINHC)</td>
<td>• $200,000 Gordon &amp; Betty Moore Foundation technology investment to establish regional simulation center Technology</td>
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<tr>
<td>• Regular SimCtr training is serving 6 founding partners-700 participants per year</td>
<td>• Simulation Center serves Marin/Sonoma Nursing Schools, Hospitals &amp; Emergency Medical Services</td>
<td>• Dominican University</td>
<td>• $30,000 Kaiser Launch Investment</td>
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<td>• 15 students attend annual C.N.A. Summer training sessions now sponsored by Red Cross and provided year-round</td>
<td>• Developing Marin “niche” specialties in Gerontology &amp; High-risk Obstetrics Public/private partnership fully funds annual C.N.A. program hosted at IVC to serve need for long-term care in-home and at extended care communities</td>
<td>• Gordon &amp; Betty Moore Foundation</td>
<td>• $30,000 Dominican Launch Investment</td>
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<td>• Focus on nurse education is shifting away from Comm. College RN programs to 4 year programs as crisis in nursing shortage lessens</td>
<td>• New grads not able to find employment supported s/ARRA funds thru WIB partnership for subsidized employment—this initiative support over 330 subsidized job placement and about 10 newly graduated nurses.</td>
<td>• Kaiser Permanente</td>
<td>• $30,000 Sutter Launch Investment</td>
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<tr>
<td>• Focus in Healthcare industry is moving away from acute care settings to home and longer term residential care</td>
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<td>• Marin County Health &amp; Human Services</td>
<td>• $35,000 Technology Investment by SSU-Simulator Mannequins</td>
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<td>• Marin Community Foundation</td>
<td>• $30,000 Technology Investment for upgraded AV system</td>
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<td>• Marin COE</td>
<td>• $32,000 WIA investment to support student retention</td>
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<td>• Marin General Hospital</td>
<td><strong>Annual Contributions</strong></td>
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<td>• Novato Community Hospital</td>
<td>• Annual contribution from Kaiser Permanente to funds 2 FTE’s (SimCtr Mgr. &amp; Nurse Educator) over 3 years= $750,000</td>
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<td>• Novato Fire Department</td>
<td>• Annual contribution from Dominican University is SimCtr Lab Tech 1FTE @ $60/year for 3 years=$180,000</td>
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<td>• SRJC/COM Public Safety Partnership</td>
<td>• Approximately $30,000 over two years cash contributions from MGH &amp; NCH</td>
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<td>• Sonoma State University</td>
<td><strong>Nursing Program:</strong></td>
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<td>• Marin WIB</td>
<td>• Approx. $200,000/year for capacity expansion grant over last 5 years for CoM RN program=$1m</td>
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<td><strong>Dental Assisting Program:</strong></td>
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<td></td>
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<td>• Approx. $180,000 for technology upgrades</td>
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<td>Continuing to partner with NUSD, MOCE and Terra Linda High School MMST programs to schedule MMST classes to complement secondary offerings</td>
<td>Establish a technology center for students, professionals and local business to use state-of-the-art Multimedia technology for design of simulation technology for instruction and “clean labs” in all program areas, including:</td>
<td>• Eon Reality</td>
<td>• Eon Reality Match Investment: $100,000+</td>
</tr>
</tbody>
</table>
| Industry-Education Career Networking Events hosted through SRJC/Marin/Napa and Sonoma Consortia partners                      | • Auto Technology  
• Auto Collision & Repair Technology  
• Earth, Life and Chemistry Labs  
• Environmental Landscape & Farm  
• Expand schedule of courses to serve working adults  
• Expand gaming and on-line classes to meet demand |
| CoM has developed a “shrink wrapped” course for high school secondary instructors to offer to high school students that will be an “introduction gaming course” that will have a linked CoM course for students to follow. |                                                                                                    | • State CCC  
• Chancellors Office  
• Economic Development  
• SofTech (Software Engineers Assoc.)  
• Autodesk  
• Orion Partners  
• Marin Builder’s Association  
• Workforce Investment Board of Marin County  
• Marin County Board of Supervisors  
• Novato Unified School District (Focus: Multimedia Academy to launch)  
• SRJC  
• Napa Valley College |
| CoM hosted a secondary in-service training for all multimedia instructors in the region to develop sequenced course-to-course transition from high school to college |                                                                                                    |                                                                                                               | • Chancellor’s Investment: $324,000 for Multimedia Hardware and Software |
| 10 new media students entered MMST program thru the CoM/Napa/SRJC new media initiative in Fall 2009                         |                                                                                                    |                                                                                                               | • $25K grant from Bay Area Career Pathway Alliance (BACPA) awarded for May 2009 and $29K awarded December 2009 |
| New web-based portfolio program launched summer ’11 anticipated to grow CoM (IVC) program enrollment by 5% (by maximizing current capacity) |                                                                                                    |                                                                                                               | • MMST grant Funded through collaborative with SRJC and Napa provides CoM with $37k+ funds to enhance and re-invigorate Marin MMST programs—MOU was finalized in February 2009 |
| MMST enjoyed increase of 20%+ enrollment when all MMST program classes moved back to IVC                                 |                                                                                                    |                                                                                                               | • Additional $25,000 Grant for MMST program awarded May 2009                                                   |
| MMST Industry has moved from employee model to contractor model                                                          |                                                                                                    |                                                                                                               | • $36K continuing funding for MMST web-based portfolios for HS & CC students awarded Spring ’10                |
| “Core Tech” industry is still soft in Marin County, and a focus of work by the newly established Marin Economic Forum       |                                                                                                    |                                                                                                               | • $21,000 Grant for NuMedia program for 2010-2011 program year                                                  |
|                                                                        |                                                                                                    |                                                                                                               | • $100,000 Bond Investment in new technology for MultiMedia Lab opened in 2010                                |
## College of Marin Workforce and Economic Development Update

**Nanda Schorske, Dean of Workforce Development & College Community Partnership • August 2011**

### The Built Environment Sector

<table>
<thead>
<tr>
<th>Update</th>
<th>Opportunity Objective</th>
<th>Partners</th>
<th>Economic Investment in Industry</th>
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</thead>
<tbody>
<tr>
<td>Indian Valley Organic Farm and Garden Launched Spring 2009</td>
<td>Establish national model Education Organic Farm &amp; Garden Program</td>
<td>California Landscape Contractors Association (CLCA)</td>
<td>Indian Valley Organic Farm &amp; Garden</td>
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<tr>
<td>• MOU with Dept of Water and CIMIS (California Irrigation Management Information System) installed at IVC to supported newly revised Irrigation curriculum approved 2009</td>
<td>• Greenhouse erected at IVC F'09 with bond funds, &amp; in-use for Farm Classes offered Sp '09</td>
<td>Gardeners' Guild</td>
<td>Marin BoS provided $33,000 in July '07 to launch farm</td>
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<tr>
<td>• MOU with Conservation Corps NorthBay (CCNB) fully executed in 2006</td>
<td>• Water Mg't Technology Center at IVC (WaMTEC)</td>
<td>Marin Agriculture Education Alliance</td>
<td>• CTE-supported equipment and supplies for expansion of ELND program at IVC (the &quot;Green Grant&quot;) in collaboration with SRJC, Napa &amp; Sonoma) funded approx. $35,000/year for 3 years= $105,000</td>
</tr>
<tr>
<td>• Fully revised ELND curriculum revision approved by CoM's Curriculum Committee along with approval for new Achievements of Certificates by Chancellor's Office 2011</td>
<td>• Launched introductory courses in green construction technology through alliance with North Bay Labor Council</td>
<td>Marin Builders Association</td>
<td>• CCNB provides all day-to-day mgt of farm operations, including fund development activities @ approx. $250,000/yr=$750,000</td>
</tr>
<tr>
<td>In Spring, 2011, CoM established the 1st State approved Organic Farming and Gardening apprenticeship program</td>
<td>• Marin Builders Association</td>
<td>• Master Gardeners Marin</td>
<td>WaMTEC</td>
</tr>
<tr>
<td>Environmental Landscape and Design (ELND) program headcount expanded 4-fold since moving ELND base to IVC &amp; establishing the farm</td>
<td>• Marin County Community Development Agency</td>
<td>• Marin Municipal Water District and other WaMTEC partners funded a Summit of Water Tech Leaders who came on site to advise launch of WaMTEC=$6,000</td>
<td></td>
</tr>
<tr>
<td>$375K grant awarded for -09-'11, but not funded</td>
<td>• Marin County Board of Supervisors (BoS)</td>
<td>• NMWD established California Irrigation Information Mg't System (CIMIS) station at IVC, valued at $10,000+ Cost of installation and maintenance is responsibility of NMW</td>
<td>WaMTEC</td>
</tr>
<tr>
<td>High priority need to accelerate production capacity at farm to achieve sustainability plan</td>
<td>• MCOE School-to-Career Partnership</td>
<td>• Cost of instruction for homeowner and professionals subsidized by water district(s) estimated at approx.. $10,000 annually for 3 years=approx.. $30,000</td>
<td></td>
</tr>
</tbody>
</table>

### WaMTEC

<table>
<thead>
<tr>
<th>WaMTEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>• CoM Irrigation Course revised to include requirements to award successful completers EPA approved &quot;Qualified Water Efficient Landscaper&quot; (QWEL) Certificate.</td>
</tr>
<tr>
<td>• 400+ Landscape professionals provided continuing ed. in water conservation since WaMTEC launched</td>
</tr>
</tbody>
</table>

### Construction

<table>
<thead>
<tr>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>• &quot;Overview of Construction Careers&quot; provides link to Apprenticeship Programs and CoM's trade-related programs &amp; PLA opportunities</td>
</tr>
<tr>
<td>• Exploring opportunities to establish union sponsored apprenticeship program at IVC</td>
</tr>
<tr>
<td>• Enrollment for Solar Installer Integration Class continues at maximum with max waiting lists. 275 students have completed the Solar Tech since Fall '08 -Originally grant-funded program is now institutionalized</td>
</tr>
<tr>
<td>• Soft economy continues to present challenge of lack of jobs to meet demand - Especially in Marin's highly educated and well-trained workforce</td>
</tr>
</tbody>
</table>

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Workforce and Economic Development Update to Board of Trustees August 2011
<table>
<thead>
<tr>
<th>Update</th>
<th>Opportunity/ Objective</th>
<th>Partners</th>
<th>Economic Investment in Industry</th>
</tr>
</thead>
<tbody>
<tr>
<td>New initiative at IVC TransTech program developed an alternative</td>
<td>Expand focus of Machine Metals and Welding to include bicycle technology and modern ship-building</td>
<td>Toyota of Northern California, Toscalito Tires, Independent Garage owners of Marin, Marin County Office of Education, Six Marin County HS auto programs, Northern California Apprenticeship Council, Snap-On Tools, Bertolli Auto Body, Crebassa’s Auto Body, Marin Honda, Dunaway Paint Supplies, Blake’s Auto Body, Excelsior Auto Clinic, Japan Auto Repair, PG&amp;E, SFCC, Phoenix Restorations, Marin Honda, Rhodwork, Lofrano &amp; sons, Gomez Automotive, Napa Auto Parts, San Rafael Firestone, A&amp;A Automotive, All local area high school auto programs, including San Rafael, Petaluma, Tamalpais, Terra Linda, San Marin, Marin Co MCOE</td>
<td></td>
</tr>
<tr>
<td>energy vehicles initiative in pilot program funded EDD, and California</td>
<td>Establish COM Auto Programs as Alternate Fuels Tech Center</td>
<td>COM is one of 5 Bay Area CC Collaboratives awarded a Technical Education grant to strengthen the secondary system in auto tech feeding the CC’s. Over $80K was awarded to support Marin County Auto Tech programs.</td>
<td></td>
</tr>
<tr>
<td>Energy Commission ($80k)</td>
<td>Establish COM as one of the programs in “Centers of excellence” in Auto Technology and advanced alternative fuel and transportation technologies</td>
<td>$150,000 in Advanced Transportation Technologies (ATT) SB 70 grant awarded to Marin County as part of ATT bay area community colleges collaboration</td>
<td></td>
</tr>
<tr>
<td>VW “Green Thing” electric conversion vehicle on display May 2011</td>
<td>Explore student initiative to establish COM alternative fueling station</td>
<td>Electric Vehicle technology education grant resulted in an $80K awarded to CoM in a sub-contract from SFCC by the California Energy Commission</td>
<td></td>
</tr>
<tr>
<td>Electric vehicle chargers will be donated by CoM alum for IVC Campus-Richard Lowenthal, CEO and Founder, Coulomb Technologies</td>
<td></td>
<td>A second contract to CoM to support further development of EV program awarded for $7,500 by SFCC with Department of Transportation funds</td>
<td></td>
</tr>
<tr>
<td>Increase enrollment in ACRT and machine metals programs by 10% each</td>
<td></td>
<td>IVC Electric Vehicle Charger, including cost of installation valued at approximately $12,500</td>
<td></td>
</tr>
<tr>
<td>year through MCOE and Apprenticeship Council pipeline-increase of 10-15 students in auto programs/year</td>
<td></td>
<td>Approximately $9m in bond funds re-built TransTech facility</td>
<td></td>
</tr>
<tr>
<td>Solar/Electric charging station has been installed by ACRT class to</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>charge class project EV’s</td>
<td></td>
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<tr>
<td>New EV Conversion class is consistently filled—More than 95 students</td>
<td></td>
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<tr>
<td>have been served since first class offered in Spring ‘10</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>One of the most exciting economic development opportunities in the</td>
<td></td>
<td></td>
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<tr>
<td>region is the electric vehicle infrastructure currently underway</td>
<td></td>
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<tr>
<td>San Francisco, San Jose and Oakland Mayors have announced the</td>
<td></td>
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<tr>
<td>objective to establish the SF Bay Area as the “EV capitol of the</td>
<td></td>
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<tr>
<td>world”…</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Update</td>
<td>Opportunity/ Objective</td>
<td>Partners</td>
<td>Economic Investment in Industry</td>
</tr>
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</tr>
<tr>
<td>• CoM scheduling high demand classes to complement local high school student schedules and Spring 2010 schedule at IVC available in March for High School Counselors-NUSD “Early Bridge to College” program</td>
<td>• CARES Association assists Early Childhood Educators to complete Bachelor’s Program assisted in ECE College Days attracting 80+ students for COM English Testing</td>
<td>• Dominican University of California (DUC)</td>
<td>• Detailed in HealthCare Sector Update, 6 SimCdr partners and others contributed approximately $1.5m in funds since launch of SimCdr.</td>
</tr>
<tr>
<td>• Fall 2009 semester unveiled the roll-out “minimal optimal” transfer classes in a full evening program for working adults and co-enrolled students—GE classes at IVC were fully enrolled and more were added for the Spring, Summer and Fall ’10 semesters</td>
<td>• Early Bridge to College with NUSD to has significantly increase enrollment of NUSD students &amp; grads with 72 NUSD students co-enrolled in ECE programs over last 2 years</td>
<td>• Sonoma State University (SSU)</td>
<td>• $300,000 MCF grant to support SFSU partnership development and recruitment that will focused on transfer programs concluded</td>
</tr>
<tr>
<td>• More than 30 students enrolled in newly articulated co-enrollment program with CoM ECE class and ROP ECE program. First in ground-breaking approach that awards students CoM credits upon completion of HS articulated class.</td>
<td>• Additional funds by new MCOE grant from MCF provides expanded on-site support to students in ECE programs-to both currently employed Early Childhood Educators and students entering the field. The expanded support services include career advising by bilingual advisor expert in the field of Early Childhood Education</td>
<td>• Kaiser Permanente (KP)</td>
<td>• $40k annual contribution by MCF is supporting the ECE career advisor</td>
</tr>
<tr>
<td>• Co-enrollment packets provided for NUSD students to enroll started in Fall ’10 supported by new staff position of Grants/Partnership Program Specialist. Add’l summer counseling hours funded primarily by grant funds</td>
<td>• Marin General Hospital (MGH)</td>
<td>• Career and Academic Advisory Boards of the College of Marin related to the specific program — e.g. the ECE Advisory Board linked with the COM ECE/SFSU CAD program and Nursing</td>
<td>• CoM raised $70,000 for MCOE ROP auto programs to increase pipeline to COM from Chancellor’s Office</td>
</tr>
<tr>
<td>• SFSU was forced to cut IVC SFSU classes Fall 2011 due to severe budget cuts from the state</td>
<td>• Novato Community Hospital (NCH)</td>
<td>• Marin Community Foundation (MCF)</td>
<td>• CoM raised $150,000 to provide middle school career exploration in partnership with MCOE</td>
</tr>
<tr>
<td>• MCF shifted support for early childhood educators seeking advancement in education from SFSU to MCOE as a result of study revealing that most students in ECE classes needed significant support in early academics and ESL—Students are now supported with a learning specialist located at both IVC and KTD campuses—Data on new program anticipated in Spring 2012</td>
<td>• All High Schools of Marin County</td>
<td>• $29K awarded to CoM for the development of Career Pathways programs targeted to support local high school students to matriculate to CoM career and transfer/degree programs</td>
<td>• Marin County Office of Education—County Schools and ROP, including the Marin School-to-Career Program</td>
</tr>
<tr>
<td>• Infant Toddler Center at IVC expanded enrollment for young parents and Marin County infants in-need</td>
<td>• HeadStart</td>
<td>• Partnership with Marin Head Start has funded building modifications at IVC children’s center to re-establish the Infant Toddler Center estimated at $17,000</td>
<td>• Annual operating expense of Infant/Toddler Center at IVC estimated at $270,000 per year=$540,000 to date</td>
</tr>
<tr>
<td>• Marin Simulation Center hosts on-site simulation to all SimCdr partners, including DUC, SSU, KP, MGH, NCH</td>
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</tr>
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<td>Partners</td>
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</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>College of Marin continues to participate in Marin Economic Forum</td>
<td>Development and implementation of a broad based, community driven Marin County economic</td>
<td>Workforce Investment Board (WIB)</td>
<td>Governor's Office, Chancellor's Office, State Workforce Investment Programs have identified the</td>
</tr>
<tr>
<td>supporting economic development in Marin County and served leadership</td>
<td>development strategy consistent with the &quot;3 E's&quot; of Marin's vision for economic</td>
<td>Marin Co H&amp;HS</td>
<td>&quot;sustainable construction and energy sectors&quot; as high priority, strong opportunities for economic</td>
</tr>
<tr>
<td>role in creating structure and recruiting leadership for the Forum.</td>
<td>development, grounded in the values of a sustainable</td>
<td>Marin Board of Supervisors</td>
<td>and workforce development</td>
</tr>
<tr>
<td>CoM is supporting all ARRA applications submitted throughout the</td>
<td>Environment</td>
<td>Marin Chambers of Commerce</td>
<td>Green Career Training (including Solar, EV and ELND training) in 09-10 and 10-11 programs years:</td>
</tr>
<tr>
<td>region. Those initiatives include: Sonoma/Napa/Solano/Marin</td>
<td>Economy with</td>
<td>North Bay Council</td>
<td>Approx 3 320K awarded (North Bay CC Green Careers, BACPA, Skyline Consortia &amp; Partnerships)</td>
</tr>
<tr>
<td>partnership to train and retrain entrants and incumbent employee</td>
<td>Social Equity</td>
<td>Peralta Community College District</td>
<td>Marin County Businesses and members of the Marin Economic Forum raised over $150,000 in the 2010</td>
</tr>
<tr>
<td>into the green construction sector</td>
<td>Pilot Project under consideration to host Sustainable Energy Technician Program at IVC</td>
<td>Santa Rosa Junior College</td>
<td>to match the contribution of $150,000 by the Marin County Board of Supervisors to launch and</td>
</tr>
<tr>
<td>CoM led initiative for Sonoma, San Francisco and Marin in</td>
<td>New CoM Solar Class Certified by North American Board of Certified Energy Practitioners</td>
<td>Department of Labor</td>
<td>establish the Marin Economic Forum—Marin County's version of an economic development organization</td>
</tr>
<tr>
<td>successful application to support workforce training in new</td>
<td>(NABCEP). Students completing class testing for the NABCEP certificate at IVC and an</td>
<td>California Solar Installers Association</td>
<td>committed to the proactive support of the advancement of the economy in Marin County.=$300,000</td>
</tr>
<tr>
<td>transportation technologies—especially electrification of</td>
<td>integral part of Marin County's strategy to grow the &quot;green jobs&quot; sector</td>
<td>Marin County Solar Installer Companies</td>
<td>in the 2010/2011 program year.</td>
</tr>
<tr>
<td>transportation</td>
<td></td>
<td>including SPG Solar, Solar Craft, Solar City</td>
<td></td>
</tr>
<tr>
<td>CoM is participating in region-wide application (9 Bay Area Counties)</td>
<td></td>
<td>Marin Economic Forum</td>
<td></td>
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<td>to establish workforce training and infrastructure development for</td>
<td></td>
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<tr>
<td>the Bay Area EV corridor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEF is providing data for North Bay and Marin specific</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>employment outlook</td>
<td></td>
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<tr>
<td>New grads not able to find employment have been supported by ARRA</td>
<td></td>
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<tr>
<td>funds thru WIB &amp; CoM partnership for subsidized employment—this</td>
<td></td>
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<tr>
<td>initiative supported over 330 subsidized jobs in Marin County</td>
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<tr>
<td>The Indian Valley Campus is the meeting place for the Marin</td>
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<tr>
<td>Economic Forum. The College has had a central role in leading and</td>
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<tr>
<td>helping to create the Forum as the 3rd organization that is</td>
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<tr>
<td>committed to supporting a thriving economy in Marin County that is</td>
<td></td>
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<tr>
<td>driven by the 3 E's of Sustainability—Those 3 Organizations are:</td>
<td></td>
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<tr>
<td>The Marin County Workforce Investment Board, the Marin Economic</td>
<td></td>
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<tr>
<td>Forum and the College of Marin.</td>
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</tbody>
</table>
BACKGROUND

The enclosed Adoption Budget presents the District’s financial plan for fiscal year 2011/12. In addition, the Adoption Budget presents the (un-audited) financial results for fiscal year 2010/11, just ended.

Fiscal year 2010/11 ended higher than initially projected at the time of the Tentative Budget in June due to collecting additional revenues from property taxes and lower than anticipated expenditures. We are currently estimating an ending fund balance of approximately 14.4% of unrestricted General Fund expenditures for fiscal year 2010/11.

The ending fund balance reserve for fiscal year 2011/12 is currently estimated at approximately 12.4%. Fiscal year 2011/12 is expected to comply with the 50% law.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the attached 2011/12 Adoption Budget.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

REVISED

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: August 23, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.B</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CONSENT APPROVAL</td>
<td>Recommendations</td>
</tr>
</tbody>
</table>

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment of Classified Personnel  
A.1 Appointment of Hourly Personnel  
B. Temporary Reassignment of Classified Personnel  
C. Temporary Increase/Decrease in Assignment of Classified Personnel  
D. Resignation/Retirement of Classified Personnel

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on the non-instructional side of the 50% law.


M. Mayo, M. Sage, B. Burkhardt, M. Kessler, M. Marshall, T. Owen, J. Dunn, C. Banks, M. Minoia and A. Duarte are on the non-instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Classified Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
A. APPOINTMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>**Kessler, Michael</td>
<td>Police Officer</td>
<td>1.0</td>
<td>12</td>
<td>09/06/2011</td>
</tr>
<tr>
<td>2.</td>
<td>*Marshall, Mary Kay</td>
<td>Graphic Design Specialist</td>
<td>1.0</td>
<td>12</td>
<td>08/01/2011</td>
</tr>
<tr>
<td>3.</td>
<td>*Hebel, Suzanne</td>
<td>Lab Technician – Health Sciences</td>
<td>.40</td>
<td>10</td>
<td>08/08/2011</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Mr. Kessler has accepted the full time position of Police Officer effective Sept. 6, 2011.

2. Ms. Marshall has accepted the full time position of Graphic Design Specialist effective August 1, 2011.

3. Ms. Hebel has accepted the .40FTE/10 MPY position of Lab Technician in the Health and Sciences Department effective August 8, 2011.

*probationary period 6 month

**probationary period 12 months
### A.1 APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. *Owen, Therese</td>
<td>Health Sciences</td>
<td>07/01/2011</td>
<td>06/30/2012</td>
<td>$46.42</td>
</tr>
<tr>
<td>7. Smith, David</td>
<td>Performing Arts</td>
<td>08/01/2011</td>
<td>12/31/2011</td>
<td>$18.94</td>
</tr>
<tr>
<td>8. *Duarte, Angelina</td>
<td>Superintendent/President's Office</td>
<td>08/01/2011</td>
<td>06/30/2012</td>
<td>$68.24</td>
</tr>
</tbody>
</table>

### BACKGROUND INFORMATION:

1–4 & 6. All individuals will serve as Professional Experts to assist the Testing area reading the ESL Essays for the Fall 2011 semester.

5. Ms. Owen will serve as a Professional Expert to assist the classified staff with a Nursing Capacity Building Initiative Grant which is categorical funded through the California Community College’s Chancellors Office. Projects are specifically related to increase enrollment and retention in the RN Program.

7. Ms. Smith will serve as a Professional Expert to assist classified staff in the Performing Arts department in the Box office and Theatre Manager area.

8. Ms Duarte will serve as a Professional Expert to work on special assignments directed by Superintendent/President effective August 1, 2011 – June 30, 2012.

*Human Resources did not receive necessary paperwork from the department until after these individuals worked. There hourly employees need to be paid for work that has already been completed.

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*August 23, 2011 Board Item*
## B. TEMPORARY REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dunn, Jason</td>
<td>Lab Technician – Fine Arts (Out of Class Assignment)</td>
<td>1.0</td>
<td>12</td>
<td>08/01/2011 – 8/31/2011</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Continuation of temporary increase in compensation to perform significant duties outside the scope of his current position effective August 1, 2011 through August 31, 2011.
### C. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/ SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Banks, Cecile</td>
<td>Financial Aid Specialist – English</td>
<td>From .73 To .85</td>
<td>12</td>
<td>Perm. Temp.</td>
<td>08/01 – until further noticed</td>
</tr>
<tr>
<td>2. Bowsher, James</td>
<td>Inst. Specialist – English</td>
<td>From .40 To .08</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
<tr>
<td>3. Hersch, Tonya</td>
<td>Inst. Specialist – English</td>
<td>From .40 To .59</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
<tr>
<td>4. Pasquel, Alicia</td>
<td>Inst. Specialist – English</td>
<td>From 1.0 To .43</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
<tr>
<td>5. Sheofsky, Beth</td>
<td>Inst. Specialist – English</td>
<td>From .30 To .25</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
<tr>
<td>6. Smith, Rion</td>
<td>Inst. Specialist – English</td>
<td>From .37 To .89</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
<tr>
<td>7. Southard, Rowena</td>
<td>Inst. Specialist – English</td>
<td>From .30 To .25</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
<tr>
<td>8. Mueller, Faye</td>
<td>Inst. Specialist – Distance Ed.</td>
<td>From .80 To .767</td>
<td>8.5</td>
<td>Perm. Temp.</td>
<td>08/23/2011 – 01/01/2012</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Temporary increase in assignment to assist the department to cover behind a medical leave of absence.

2 – 7 Temporary increases and decreases in assignments to accommodate the needs of the English and Distance Education programs for the Fall 2011 semester.

9-10. Temporary increases in assignments to accommodate the needs of the DSPS Program for the Fall 2011 semester.

August 23, 2011 Board Item
D. RESIGNATION/RETIREMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
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<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Burkhardt, Brianna</td>
<td>DSPS Program Tech.</td>
<td>.80</td>
<td>12</td>
<td>Resignation</td>
<td>c.o.b. 08/11/2011</td>
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BACKGROUND INFORMATION:

BOARD AGENDA ITEM

To: Board of Trustees                  Date: August 23, 2011
From: Superintendent/President        Item & File No. B.10.C
Subject: Academic Personnel Recommendations
Reason for Board Consideration:      Enclosure(s):
                                    Recommendations
                                    CONSENT APPROVAL

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Appointment of Academic Personnel
B. Resignation/Retirement of Academic Personnel

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on the instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Academic Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. APPOINTMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>1.</td>
<td>Allis, Maria</td>
<td>Children’s Center, Site Supervisor, KTD</td>
<td>1.0</td>
<td>1st Year</td>
<td>8/24/11</td>
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<td></td>
<td></td>
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<td></td>
<td>Probationary</td>
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</table>

**BACKGROUND INFORMATION:**

1. Ms. Maria Allis has been appointed to the full-time position as Children’s Center Site Supervisor, effective August 24, 2011.
### B. RESIGNATION/RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
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<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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<td>Hom, Grace</td>
<td>Instructor, Dental Assisting</td>
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<td>Marlow, Colleen</td>
<td>Physics</td>
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<td>Probationary</td>
<td>8/26/11</td>
</tr>
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</table>

**BACKGROUND INFORMATION:**

1. Ms. Grace Hom has submitted her resignation for retirement purposes.
2. Dr. Colleen Marlow has submitted her resignation effective August 26, 2011.
The Educational Management Personnel Recommendations are attached.

A. Appointment of Educational Management Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Educational Management Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. APPOINTMENT OF EDUCATIONAL MANAGEMENT PERSONNEL

<table>
<thead>
<tr>
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<th>Effective Date</th>
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<td>1.</td>
<td>Lau, Jason</td>
<td>Director of Community Services, Lifelong Learning and International Education</td>
<td>1.0</td>
<td>Permanent</td>
<td>September 6, 2011</td>
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</table>

**BACKGROUND INFORMATION:**

1. Appointment to position of Director of Community Services, Lifelong Learning and International Education.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: August 23, 2011
Item and File No. B.10.E

Subject: Short-Term Hourly Positions

Reason for Board Consideration:
CONSENT APPROVAL

Enclosure(s):
Job Descriptions

BACKGROUND

Pursuant to A.B. 500 a Short-Term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve these positions. The attached job descriptions are submitted for approval:

Short-Term Hourly Positions

BUDGET IMPLICATIONS: All recommendations are within budget and are on the non-instructional and instructional side of the 50% law.

On the instructional side of the 50% law:

On the non-instructional side of the 50% law:

- Music – House Manager (2)
- Music – Stage Manager (2)
- Music – Recording Technician (2)
- Office of Superintendent/President – Evening Supervisor
- President’s Office/Human Resources – Office Support Assistant
- Workforce Development – Office Technician

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Short-Term Hourly Positions.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
<table>
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<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
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<tr>
<td>Music</td>
<td><strong>House Manager - Assist Classified Staff</strong> to: Manage house, opening &amp; locking building and theatre; distribute programs; direct ushers; collect cash donations; guard art gallery; coordinate with stage manager &amp; faculty to open house, turn house lights on for Music Department concerts on: Oct. 27-29, Nov. 17,18,19; Dec. 2,3,6,7,10,11,13,14,16,17,18</td>
<td>2</td>
<td>10/27/11</td>
<td>12/18/11</td>
<td>$10.75- $11.75</td>
</tr>
<tr>
<td>Music</td>
<td><strong>Stage Manager - Assist Classified Staff. Must be familiar with musical score so technical cues during rehearsals and performances can be called correctly. Be sure everyone involved with production is in place on time, coordinate with House Manager as to when lights and curtains go up for beginning time of show; help set-up stage rearrangement of adjustments during concerts and strike at the end of Music Department concerts, operas and dress rehearsals on: Nov 18,19,20; Dec. 2,3,6-19.</strong></td>
<td>2</td>
<td>11/18/11</td>
<td>12/19/11</td>
<td>$10.75- $11.75</td>
</tr>
<tr>
<td>Music</td>
<td><strong>Recording Technician - Recording Tech to assist Classified Staff for Music Department concerts on Oct. 27-29; November 16, 19, 20; December 2,3,6,7,10,11,13-18.</strong></td>
<td>2</td>
<td>10/27/11</td>
<td>12/18/11</td>
<td>$10.75- $11.75</td>
</tr>
<tr>
<td>Office of Superintendent/President</td>
<td><strong>Evening Supervisor - Provide evening supervision for Kentfield and IVC campuses during academic year.</strong></td>
<td>1</td>
<td>8/15/11</td>
<td>5/25/12</td>
<td>$35</td>
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</table>
**BACKGROUND:**

Pursuant to A.B. 500 a short-term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve these positions. The above job descriptions are submitted for approval.

*Human Resources did not receive the necessary paperwork from the department until after these individuals began work. These hourly employees need to be paid for work they have already completed.*
BACKGROUND:

The accompanying information includes fourteen budget transfers in July 2011 totaling $14,067 in the Unrestricted Fund.

There were seven budget transfers in July 2011 in the Restricted Fund for $6,180.

There were no budget transfers in Child Development Fund in July 2011.

There were no budget transfers in Measure C Fund in July 2011.

Net effect of transfers for the Month.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Development</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
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<tr>
<td>1000 (Certificated Salary)</td>
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<td>3000 (Employee Benefits)</td>
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<tr>
<td>4000 (Supplies)</td>
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<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>6,159</td>
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<tr>
<td>6000 (Capital Outlay)</td>
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<tr>
<td>7000 (Other Outgo)**</td>
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</table>

*Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
**Includes contingency reserves, financial aid awards, and inter-fund transfers.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the July 2011 Budget Transfers.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
## BUDGET TRANSFERS

### UNRESTRICTED

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### RESTRICTED FUND

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### TOTAL GENERAL FUND

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### Child Care Fund

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### Measure C

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### TOTAL ALL FUNDS

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<th>60000</th>
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</tr>
</thead>
</table>

Budget inter-project transfers were funds remained within the same account code and transfers offset to zero, not included in totals.

Object Code 4000 4000 5000 5000 6000 6000 6000

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</table>

Total Measure C Building transfers were funds remained within same account code.
To: Board of Trustees

From: Superintendent/President

Subject: Warrant Approval for Month of July 2011

Reason for Board Consideration: CONSENT APPROVAL

Enclosure(s): Warrant Listing

BACKGROUND:

Attached are the numbers and amount of warrants prepared for purchase orders already issued, purchase orders previously approved for purchases over $15,000 for labor or $50,000 for materials and supplies and direct charges. Warrant registers are available in Fiscal Services for review. For the period 07/01/2011 through 07/31/2011, warrants 99698-100254 were issued in the total amount of $5,389,673.

Payroll warrants 10009829-10009942 and payroll automated clearing house warrants 50011538-50011553 totaled $1,446,240 for the month of July.

Total amount of warrants for the month of July were $6,835,913.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: August 23, 2011

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services ratified

Per Board Bylaw 1.5310, Section i-7, it is recommended that warrants 99698-100254 in the amount of $5,389,673 for the period 07/01/2011 through 07/31/2011 be approved for payment. For the period 07/01/2011 through 07/31/2011, payroll warrants 10009829-10009942 were issued and payroll clearing house warrants 50011538-50011553 for combined payroll total of $1,446,240. Copies of invoices and individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services, claims and payroll.

President or Designee

Payment for Goods and Services Summary
General Fund – All Programs
July 2011

Warrant totals distributed by fund and expense category as follows:

General Fund Breakdown:

<table>
<thead>
<tr>
<th>Unrestricted Fund</th>
<th>Amounts</th>
<th>Restricted Fund</th>
<th>Amounts</th>
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</thead>
<tbody>
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<td>Operating Expenses</td>
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<td>Capital Expenditures</td>
<td>20,756</td>
<td>Capital Expenditures</td>
<td>1,211</td>
</tr>
<tr>
<td>Student Refunds</td>
<td>15,566</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$797,832</strong></td>
<td></td>
<td><strong>$94,109</strong></td>
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</table>

Totals of all Funds:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Unrestricted Fund</td>
<td>$797,832</td>
</tr>
<tr>
<td>Restricted Fund</td>
<td>$94,109</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>891,941</strong></td>
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<tr>
<td>Child Development Fund</td>
<td>$1,892</td>
</tr>
<tr>
<td>Self Insurance Fund</td>
<td>125,780</td>
</tr>
<tr>
<td>Measure C Bond Fund</td>
<td>3,214,341</td>
</tr>
<tr>
<td><strong>Payroll</strong></td>
<td>2,601,959</td>
</tr>
<tr>
<td><strong>Total Payments for April</strong></td>
<td><strong>$6,835,913</strong></td>
</tr>
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</table>
# BOARD AGENDA ITEM

**To:** Board of Trustees  
**Date:** August 23, 2011

**From:** Superintendent/President  
**Item & File No.:** B.10.H

**Subject:** Declaration of Surplus Property – Miscellaneous Equipment

**Reason for Board Consideration:**

**CONSENT APPROVAL**

**Enclosure(s):**

**List of Equipment**

## BACKGROUND:

In accordance with Board Policy, the District will submit to the Board a list of equipment to declare surplus. The items listed on the attachment(s) have been determined to have no further value to the District. Some of the items have been replaced and are no longer used. Some items are simply old and repair and/or maintenance is not cost effective. Items that have no value will be disposed of. The District may be able to sell some of the equipment. No one item or item lot is valued at $5,000 or more.

In accordance with Board Policy and Education Code Section 81452(a), a unanimous vote is required declaring the value of any one item or item lot to be less than $5,000. Upon a unanimous vote, the items may then be disposed of pursuant to the provisions of Education Code Section 81452(c).

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees declare the items described on the attached surplus and that no single item or item lot is valued at $5,000 or more and further authorize the District to dispose of the equipment, pursuant to Education Code Section 81452(c), as the District feels is appropriate.

Administrator Initiating Item  
Albert J. Harrison II, Vice President of College Operations
<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>College sys#</th>
<th>Serial #</th>
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<td>Brother MCF 4750</td>
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<td>Device</td>
<td>Number</td>
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## Surplus Equipment Listing
August 23, 2011

<table>
<thead>
<tr>
<th>Campus</th>
<th>Bldg</th>
<th>Quant</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
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<tbody>
<tr>
<td>IVC</td>
<td>Pomo</td>
<td>12</td>
<td>Selectric IBM Typewriters</td>
<td>Not Listed</td>
<td>30+ yrs</td>
<td>Unknown / Outdated</td>
<td>Dispose</td>
</tr>
<tr>
<td>KTD</td>
<td>LRC 70</td>
<td>1</td>
<td>Portable Radio/CD Player</td>
<td>Not Listed</td>
<td>N/A</td>
<td>Not working</td>
<td>Dispose</td>
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<tr>
<td></td>
<td>LRC 70</td>
<td>1</td>
<td>RCA Video Camera on Tripod</td>
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<td>N/A</td>
<td>Not working</td>
<td>Dispose</td>
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<tr>
<td></td>
<td>LRC 70</td>
<td>1</td>
<td>Litium Ion Battery</td>
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<td>Not working/outdated</td>
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<tr>
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<td>Tech Solutions Paper Shredder</td>
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<tr>
<td></td>
<td>LRC 70</td>
<td>1</td>
<td>Sharp Cassette Recorder</td>
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<td>Not working/outdated</td>
<td>Dispose</td>
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<td>LRC 70</td>
<td>1</td>
<td>Rolling Chairs</td>
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<td>Unsafe</td>
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<tr>
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<td>Space Heater</td>
<td>21808</td>
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<td>Not working</td>
<td>Dispose</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees                      Date: August 23, 2011
From: Superintendent/President            Item & File No. B.10.1

Subject: Second Reading and Approval of Revised Board Policies

Reason for Board Consideration: CONSENT APPROVAL

Enclosure(s): Proposed revised policies

BACKGROUND:

At the July 19, 2011 Board of Trustees meetings, sets of recommended proposals to revise Board Policies in Chapter 7 Human Resources were included in the agenda for a first reading.

After review by the Board the following Board Policies are hereby presented for a second reading and Board approval:

- BP 7236 Substitute and Short-term Employees
- BP 7310 Nepotism
- BP 7330 Communicable Diseases
- BP 7370 Use of District Resources for Political Activity
- BP 7510 Domestic Partners

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve adoption of Board Policies 7236, 7310, 7330, 7370, and 7510.

Administrator Initiating Item  David Wain Coon, Ed.D., Superintendent/President
BP 7236  SUBSTITUTE AND SHORT-TERM EMPLOYEES

References:
Education Code Sections 88003, 87470, 87475-87482, and 88105

- From current College of Marin Policy 5.0011 titled Employment of Temporary Employees

It shall be the policy of the Board of Trustees to may retain the services of substitute and short-term temporary employees as necessary for any purpose authorized by the Education Code (e.g., EC 87470, 87475-87482, 88105). Such employees shall be compensated at a rate set in appropriate collective bargaining agreements salary schedules or as determined by the Superintendent/President or designee.

Certificated substitutes shall be obtained from the County Office of Education, from lists of District part-time instructors with teaching time available, or other available sources.

Classified substitutes or short-term employees shall be obtained through the regular recruiting process.

Also see BP/AP 7270 titled Student Workers and AP 7212 titled Temporary Faculty

NOTE: The language in black ink is current College of Marin Policy 5.0011 titled Employment of Temporary Employees adopted on 2/24/82 and revised on 2/12/85. The language struck through is recommended for deletion. The language in underlined italics was added by the Human Resources Office. Reviewed and approved to move forward on April 26, 2011 by the Executive Dean of Human Resources.

Date Adopted:
(Replaces current College of Marin Policy 5.0011)
BP 7310  NEPOTISM

References:
Government Code Sections 1090 et seq. and 12940 et seq.

The District does not prohibit the employment of relatives or domestic partners in the same department or division, with the exception that they shall not be assigned to a regular position within the same department, division, or site that has an immediate family member who is in a position to recommend or influence personnel decisions.

Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative or domestic partner.

Immediate family means spouse, domestic partner, parents, grandparents, siblings, children, grandchildren, in-laws, step relatives, or any other relative living in the employee’s home.

The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, morale, or creating other potential conflicts of interest.

Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, morale, or involves other potential conflicts of interest, to refuse to place spouses in the same department, division or facility. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact on supervision, safety, security, morale, or involves other potential conflicts of interest.

From current College of Marin Policy 5.0024 titled Employment of Family Members (GC 12940)

As a general rule, members of a family may be employed by the Marin Community College District. Members of a family are defined as husband, wife, parent, child, brother, sister, grandparent, and grandchild of an employee, domestic partners, and step relatives, or relatives by marriage in the previously listed relationships. This rule is subject to the following limitations:
1. The spouse of a member of the Board of Trustees or the spouse of the Superintendent/President may not be hired as an employee of the District. The spouse of a Board member may continue employment with the District, provided the Board member’s spouse was employed by the District prior to the Board member’s selection or appointment.

2. The Board of Trustees may, upon recommendation by the Superintendent/President, deny employment to a spouse of any current employee or a family member of any current employee or Board member based on the individualized assessment of the work situation. The Board’s assessment must demonstrate a reasonable potential for a financial conflict of interest wherein the employee or Board member would stand to personally profit from decisions he/she would make or effectively recommend on behalf of the District concerning his or her spouse or family member.

If current employees of the District marry, are married to, or are family members of current employees, the Board of Trustees Superintendent/President or designee will assess the individual work situation as needed. If the Board’s assessment demonstrates a conflict of interest described above or evidence of a family member improperly providing benefits in initial appointment, evaluation, assignment of work, promotion, retention, salary determination, leave of absence, or other conditions of work the Board of Trustees will then direct the Superintendent/President will direct the reassignment of to reassign job responsibilities so as to minimize the resulting problems of supervision, safety, security, or morale and eliminate the potential for conflict of interest. Individuals whose duties are reassigned as result of this policy shall not suffer a change in employment status or a decrease in pay solely through application of this paragraph.

Also see AP 7510 titled Domestic Partners

NOTE: The underlined regular text signifies legally advised language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in black ink is current College of Marin Policy 5.0024 titled Employment of Family Members adopted on 2/24/82 and revised on 1/12/88. The language struck through is recommended for deletion. The language in underlined italics is recommended by Human Resources. Reviewed and approved to move forward on April 26, 2011 by the Executive Dean of Human Resources.

Date Adopted:
(Replaces current College of Marin Policy 5.0024)
Communicable Disease

References:
Education Code Sections 87408, 87408.6, and 88021

All newly hired academic employees, sworn police officers, and Child Development Center employees shall have on file a medical certificate indicating freedom from communicable diseases, including tuberculosis. No academic employee shall commence service until such medical certificate has been provided to the District.

All newly hired employees must show that they have been examined within the past 60 days to determine that they are free from active tuberculosis.

All employees shall be required to undergo an examination within four years of employment and every four years thereafter, to determine if they are free from tuberculosis.

- From current College of Marin Policy 5.0034 titled Acquired Immune Deficiency Syndrome (AIDS)

It is the policy of Marin Community College District to provide a safe and non-discriminatory environment through fair and sensitive practices for all students and employees of the college community.

According to current medical evidence, individuals with Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Conditions (ARC) or having positive HIV antibody status present no health risk to other in the classroom or in the workplace. To maintain an informed and supportive college community, the College shall, whenever possible, provide students, staff, and faculty with current information from available medical sources on AIDS/ARC.

The Marin Community College District shall not discriminate against any employee or student with AIDS/ARC or a positive HIV antibody status. The person shall be treated equally to all other employees and students, whether he or she is symptomatic or not, and as long as the person is psychologically and physically able to perform in accordance with the expected standards of the position or classroom curriculum.
The determination of whether or under what conditions an individual with AIDS/ARC or a positive HIV antibody status shall continue classroom participation or continue his/her employment shall be made with competent medical advice on a case-by-case basis.

Faculty, staff, or students infected with the HIV virus, or individuals concerned about possible risk of HIV infection, may contact College health professionals in order to receive appropriate medical advice, guidance and/or referrals. All information and consultations will be handled in a strictly confidential manner in accordance with applicable law.

Also see BP 7335 titled Health Examinations and AP 7336 titled Certification of Freedom from Tuberculosis

NOTE: The underlined regular text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in black ink is current College of Marin Policy 5.0034 titled Acquired Immune Deficiency Syndrome (AIDS) adopted on 12/5/89. The language struck through is recommended for deletion. The language in underlined italics is recommended by Human Resources. Reviewed and approved to move forward on April 26, 2011 by the Executive Dean of Human Resources.

Date Adopted:
(Replaces current College of Marin Policy 5.0034)
BP 7370 USE OF DISTRICT RESOURCES FOR POLITICAL ACTIVITY

References:
   Education Code Sections 7054 and 7056;
   Government Code Section 8314

Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees. This policy prohibits political activity during an employee's working hours but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.

Also see BP 2716 titled Political Activity

NOTE: The underlined regular text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in underlined italics reflects revisions from Human Resources. Reviewed and approved to move forward on April 26, 2011 by the Executive Dean of Human Resources.

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)
BP 7510  DOMESTIC PARTNERS

References:
Family Code Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3;
Internal Revenue Code Section 152

Domestic partners registered with the California Secretary of State shall have, insofar as permitted by California law, all of the same rights, protections, and benefits, as well as the same obligations, responsibilities, and duties of married persons (spouses) under state law. Former domestic partners shall have all of the rights and obligations of former spouses. Surviving domestic partners shall have the same rights, protections, and benefits as are granted to a surviving spouse of a decedent.

Therefore, all references to “spouses” in the District’s policies or procedures shall be read to include registered domestic partners as permitted by California law.

The District utilizes an expanded definition of domestic partnership. Definitions and eligibility for domestic partners for District employees shall be outlined in applicable collective bargaining agreement. Board members and unrepresented employee groups shall be afforded similar rights to those covered by collective bargaining agreements.

Also see BP/AP 7310 titled Nepotism

NOTE: The underlined regular text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in underlined italics was recommended by Human Resources. Reviewed and approved to move forward on April 25, 2011 by the Executive Dean of Human Resources.

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM

To:         Board of Trustees  
From:       Superintendent/President  
Subject:    New Credit Courses  
Reason for Board Consideration:    CONSENT APPROVAL

Date: August 23, 2011  
Item & File No. B.10.J  
Enclosure(s):  

BACKGROUND:

New courses are developed by faculty at the discipline level. They are proposed to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board policy 2.0001 and 2.0001 DP.1.

The Academic Program will offer the following new credit courses. The courses are recommended by the appropriate academic departments, the Curriculum Committee, and the Vice President of Student Learning. The proposed new courses may be categorized as follows:

Liberal Arts and Sciences

Courses of freshman and sophomore level in the area of liberal arts and sciences transfer education.

DANC 232A  Modern Dance III

This course focuses on centering and energy flow as they function in alignment, turns, falls, extensions, elevations and movements through space.

DANC 232B  Modern Dance III

This course focuses on centering and energy flow as they function in alignment, turns, falls, extensions, elevations and movements through space.

DANC 240A  Modern Dance IV

A continuation of skills developed in Dance 232, with emphasis on technical control as it relates to individual anatomical structure, and on the student as performer.
Liberal Arts and Sciences – Cont.

DANC 240B Modern Dance IV

A continuation of skills developed in Dance 232, with emphasis on technical control as it relates to individual anatomical structure, and on the student as performer.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed new credit courses.

Administrator Initiating Item:
Ken Meier, Vice President of Student Learning
**BACKGROUND:**
New contracts, amendments and change orders to Measure C bond modernization program contracts are listed below for Board approval or ratification. Full copies of the contract documents are available for review in the Swinerton office.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Project</th>
<th>Original $</th>
<th>No. of Changes</th>
<th>This Change</th>
<th>Total Changes</th>
<th>Total Contract to Date</th>
<th>Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td>DJM Coating Services, Inc.</td>
<td>New Fine Arts Building Project (306C)</td>
<td>$10,000.00</td>
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<tr>
<td>Hannibal's, Inc. Electrical Construction</td>
<td>New Fine Arts Building Project (306C)</td>
<td>$14,960.00</td>
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<tr>
<td>Dotto Glass, Inc.</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$2,350.00</td>
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<tr>
<td>Patterson Dental</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$1,500.00</td>
<td></td>
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<tr>
<td>Norcal Fence</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$1,425.00</td>
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<td>McMillan Data Communications</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$3,948.00</td>
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<td>Hannibal’s, Inc. Electrical Construction</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$9,362.00</td>
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<td>James Grossi Construction</td>
<td>Transportation Technology Complex Project (402A)</td>
<td>$10,000.00</td>
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<tr>
<td>Power Pole Service</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$13,225.00</td>
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<td>Ashbury General Contracting &amp; Engineering</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$3,200.00</td>
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<tr>
<td>TM Demolition, Inc.</td>
<td>PA &amp; FA Relocation Project (8501)</td>
<td>$4,300.00</td>
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<td>OC Jones &amp; Sons, Inc.</td>
<td>PE Track Renovation Project (308G)</td>
<td>$649,000.00</td>
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**Construction Change Orders – Approval**

<table>
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<tr>
<th>Firm Name</th>
<th>Project</th>
<th>Original $</th>
<th>No. of Changes</th>
<th>This Change</th>
<th>Total Changes</th>
<th>Total Contract to Date</th>
<th>Contingency</th>
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<tbody>
<tr>
<td>Midstate Construction Corporation</td>
<td>Performing Arts Building Modernization Project (306A)</td>
<td>$10,429,000.00</td>
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<td>$42,797.00</td>
<td>$76,430.00</td>
<td>$10,505,430.00</td>
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<td>VKK Signmakers, Inc.</td>
<td>Building Signage Phase 1 (B12A)</td>
<td>$108,177.00</td>
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<td>$5,695.00</td>
<td>$113,862.00</td>
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<td>Professional Services Amendments – Ratification</td>
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<tr>
<td>TLC Architecture</td>
<td>District Landscape Architect (807A)</td>
<td>$2,208,720.00</td>
<td>2</td>
<td>$32,000.00</td>
<td>$141,280.00</td>
<td>$2,350,000.00</td>
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<td>LSA Associates, Inc.</td>
<td>Performing Arts Building Modernization Project (306A)</td>
<td>$54,100.00</td>
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<td>$16,000.00</td>
<td>$213,977.50</td>
<td>$268,077.50</td>
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<td>Lease Agreements – Ratification</td>
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<tr>
<td>Design Space Modular Buildings, Inc.</td>
<td>PA &amp; FA Relocation Project (850I)</td>
<td>$14,569.27</td>
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**FISCAL IMPACT:**
These contract changes will be paid from Measure C bond funds.

**RECOMMENDATION:**
The Superintendent/President recommends that the Board approve or ratify the above-listed change orders and amendments.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura McCarty</td>
<td>David Wain Coon, Ed. D.</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Superintendent/President</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: County of Marin and College of Marin Agreement to Support Work Experience Cohort of Farm Students
Reason for Board Consideration: Action
Date: August 23, 2011
Item & File No. B.10.L
Enclosure(s): Project Agreement

BACKGROUND:

This Agreement is submitted to the Board for approval. It has been reviewed and recommended for approval by School College and Legal Services (SCLS).

This Agreement is between the Board of Trustees, College of Marin and the County of Marin. The "Agreement" is for the purpose of supporting a specialized cohort of farm students to receive expert supervision in work-based learning on local farms and other agricultural businesses.

The funds provided to College of Marin ($10,000 for a one year period) will pay for expenses related to creating and supervising work-based learning opportunities not currently available to College of Marin students. It is anticipated that through this collaboration, the College of Marin will benefit significantly from the participation of all the local employers and community organizations committed to workforce and economic development in Marin’s agriculture industry.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Agreement to Support Work Experience Cohort of Farm Students.

Administrator Initiating Item Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
July 21, 2011

College of Marin, Indian Valley
Laurie Loeffler
1800 Ignacio Blvd.,
Novato, CA 94949

Dear Ms. Loeffler:

At the request of the Board of Supervisors, you will find an agreement between the County of Marin and College of Marin, Indian Valley in the amount of $10,000 to support the Marin Farm Work Experience Program. Funds are being provided on a one-time fiscal period basis.

Please review the agreement, sign where indicated, and return pages 2 and 3 back to my attention. After it has been approved by the Board of Supervisors and executed by the County Administrator, I will mail you the check and a conform copy of the agreement for your files. If you have any questions or concerns, please do not hesitate to call.

Within 60 days of completion of the agreed upon scope or prior to the end of the contract period, please complete and sign the enclosed Notice of Completion form and mail it to the Marin County Administrator's office for review.

Sincerely,

Nicki Azerbakhtsh
Executive Assistant
415-499-6361
nazerbakhsh@co.marin.ca.us

Enclosure
COMMUNITY SERVICE AGREEMENT

COUNTY OF MARIN

THIS AGREEMENT, made and entered into this day 24th of August 2011, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and (Vendor I.D. No.1000080), College of Marin, Indian Valley (hereinafter referred to as "Contractor").

WITNESSETH:

in consideration of the mutual promises set out below Contractor and County agree as follows:

1. (A) The contract scope, (B) the time within which said scope is to be performed, (C) the contract amount, and (D) the schedule for payment as specified in Exhibit "A", attached hereto and by this reference incorporated herein.

2. ADDITIONAL PROVISIONS. Those additional provisions unique to this Agreement are set forth in Exhibit "B".

3. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

4. DESIGNATED REPRESENTATIVES. The County Administrator is the representative of the COUNTY and will administer this Agreement for the COUNTY. Laurie Loeffler, Grants and Partnership Program Specialist, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

5. EXHIBITS. All Exhibits referred to herein are attached hereto and by this reference incorporated herein. Exhibits include:

   Exhibit "A"—Scope and Payment
   Exhibit "B"—Additional Provisions
   Exhibit "C"—General Provisions

6. AGREEMENT DATE. The Agreement Date is August 24th, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

COUNTY OF MARIN ("COUNTY")

By: ____________________________
County Administrator
Matthew H. Hymel

COLLEGE OF MARIN, INDIAN VALLEY ("CONTRACTOR")

By: ____________________________
Albert J. Harrison II
1800 Ignacio Blvd.
Novato, CA 94949
EXHIBIT "A"
SCOPE AND PAYMENT

A.1 CONTRACT SCOPE
One-time funds will be used to support the College of Marin, Indian Valley Campus, Farm Work Experience Program. This program will support tuition costs and expenses for 20 students to participate in the program for one semester. Agriculture is one of Marin County's targeted industries, and this project is consistent with the Economic Commission's objectives to support agriculture by enabling new and young producers, who will invigorate the industry through diversification of products. The integration of academic and work-based learning opportunities in these fields will promote knowledge and application of sustainability practices, career-technical skills and entrepreneurship.

A.2 CONTRACT TERM
July 1, 2011 through June 30, 2012

A.3 PAYMENT
BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed TEN THOUSAND DOLLARS ($10,000). Payment shall be made upon execution of agreement by the County. In no event shall total contract amount paid to CONTRACTOR under this Provision A.3 exceed TEN THOUSAND DOLLARS ($10,000) without an amendment to this Agreement approved by the County of Marin.

EXHIBIT "B"
ADDITIONAL PROVISIONS

NOTICE OF COMPLETION
Within SIXTY (60) days of completion of the agreed upon scope or prior to the end of the contract period as specified in A.2, a notice of completion must be provided to the Marin County Administrator's Office for review.

EXHIBIT "C"
GENERAL PROVISIONS

C.1 COMPLIANCE WITH APPLICABLE LAWS
The Contractor shall comply with any and all Federal, State and local laws affecting the services covered by this Contract.

C.2 NONDISCRIMINATORY EMPLOYMENT
Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statues, regulations and ordinances.

C.3 BOOKS OF RECORD AND AUDIT PROVISION
Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option; Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any money erroneously charged.
NOTICE OF COMPLETION FORM

As noted in the accompanying cover letter and in Exhibit “B” of the enclosed agreement, please sign and date this form once the agreed upon scope has been completed.

Mail To: Marin County Administrator’s Office
Attention: Nicki Azarbakhsh
3501 Civic Center Drive, Room 325
San Rafael, CA 94903

Or Fax To: 415-507-4104, Attention: Nicki Azarbakhsh

CONTRACTOR/ORGANIZATION NAME: College of Marin, Indian Valley

CONTRACT PERIOD: July 1, 2011 through June 30, 2012

APPROVED CONTRACT AMOUNT: $10,000

CONTRACT SCOPE: One-time funds will be used to support the College of Marin, Indian Valley Campus, Farm Work Experience Program. This program will support tuition costs and expenses for 20 students to participate in the program for one semester. Agriculture is one of Marin County’s targeted industries, and this project is consistent with the Economic Commission’s objectives to support agriculture by enabling new and young producers, who will invigorate the industry through diversification of products. The integration of academic and work-based learning opportunities in these fields will promote knowledge and application of sustainability practices, career-technical skills and entrepreneurship.

I hereby certify that the agreed upon scope as described above and in Exhibit "A" has been fully completed without exception.

AUTHORIZED SIGNATURE: ____________________________

TITLE: ____________________________

DATE: ____________________________
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

To: Board of Trustees                              Date: August 23, 2011  
From: Superintendent/President                      Item & File No. B.10.M  
Subject: San Francisco Community College District and Marin Community College District Program Agreement to Support Electric Vehicle (EV) Technician Training  
Reason for Board Consideration: Action              Enclosure(s): Sub-Award Agreement  

BACKGROUND:  
This sub-award agreement is submitted to the Board for approval. This Agreement is consistent with agreements and conditions as approved in previously approved Agreements for similar programs during the last four years, and has been reviewed and recommended by Adam Ferber, the same attorney who developed the last Electric Vehicle Technician agreement between the College of Marin and San Francisco City College in the last program year.  

This Agreement is between the Marin Community College District and the San Francisco Community College District. The Agreement is for the purpose of supporting the Electric Vehicle Technician Training Program at the District’s Indian Valley Campus.  

The funds provided to the College of Marin ($7,500 for a one year period) will pay for expenses related to electric vehicle technician workforce training and work-based learning opportunity development not already covered by the College of Marin. It is anticipated that through this collaboration, the students of the College of Marin will benefit significantly from participation with local employers and community organizations committed to Marin’s workforce and economic development.  

RECOMMENDATION:  
The Superintendent/President recommends that the Board of Trustees approve the agreement to support the Electric Vehicle Technician Training Program at the District’s Indian Valley Campus.  

Administrator Initiating Item:  Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
MASTER SUB-RECIPIENT SUB-AWARD AGREEMENT

Between

CITY COLLEGE OF SAN FRANCISCO

and

GRANT SUB-RECIPIENT

COLLEGE OF MARIN

This Master Sub-recipient Sub-award Agreement (hereinafter “Master Agreement”), is entered into effective the 24 day of August, 2011 by and between the San Francisco Community College District (“City College”) and Marin Community College District (“the District”)

WHEREAS, CITY COLLEGE has received a Transportation Electrification grant DE-FOA-0000028 from the US Department of Energy to provide Hybrid and Electric Vehicle maintenance training to students and technicians.

WHEREAS, City College and the District have entered into the Sub-Recipient Project Agreement between San Francisco Community College and Marin Community College District (the “Project Agreement”)

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties agree as follows:

1. Scope of Work, Term, Amount: The scope of work, term of the Project, and the amount payable under the Project are described in the Project Agreement. The line item budget for the Project is described in the Project Budget, Attached hereto as Attachment A and by this reference made fully a part of this Master Agreement.

2. Master Agreement. The parties may enter into additional Project Agreements with the same or different scopes of work and/or different terms and conditions. Each such additional Project Agreement shall incorporate this Master Agreement by reference; no provision of any Project Agreement shall be in conflict with the terms and conditions of this Master Agreement. This Master Agreement shall be in conflict with the terms and conditions of this Master Agreement. This Master Agreement shall remain in full force and effect for all subsequent Project Agreements unless otherwise specifically provided otherwise in writing signed by the parties

4. Responsible Personnel. The Principal Investigator/Project Director specified in the Project Agreement shall oversee the Project. The District shall immediately notify City College of any change in the Principal Investigator/Project Director or other Senior Personnel directly involved with the Project.

5. Financial Management of Project Funds. The District warrants that it has a financial management system that provides accurate, current and complete disclosure of the financial status
of the activities described in the Project Agreement. The District warrants that its system is capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including and budget revision), the amount obligated, and the amount for each Project Agreement activity. It warrants further that its system permits individual comparisons of actual expenditures and revenues against budgeted expenditures and revenues.

The District shall use such forms as required by City College to report the status of funds expended pursuant to the Project Agreement.

6. Retention of and Access to Records. The District shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Project Agreement, for five (5) years following its complete receipt of Project funds. Notwithstanding the foregoing, if any litigation, claim, or audit is started before the expiration of the said five-year period, the District shall retain the records until all such litigation, claims, and/or audit findings involving the records have been finally and completely resolved. During the said five-year period, the District shall transmit certified copies of such records City College or the Granting Authority upon thirty (30) days written notice.

The District agrees that on fifteen (15) days advance written notice, City College and or the Granting Authority or any of their duly authorized representatives, shall have the right to inspect and/or copy District records pertinent to the Project Agreement, in order to make audits, examinations, excerpts, transcripts and copies of such documentations.

7. Performance Reports. The District shall submit performance reports to City College as provided more specifically in the Project Agreement.

8. Desk Reviews, Limited-Scope Audits and Onsite Monitoring Activities. On fifteen (15) days advance written notice the District shall provide City College with reports and documentation as requested by City College to enable it to verify compliance with the Project Agreement through desk reviews, limited-scope audits, or otherwise, The District shall schedule up to two annual fiscal monitoring visit with City College representative to evaluate the progress and performance of the sub-award. City College shall conduct such additional document reviews and onsite monitoring activities as it deems appropriate in connection with this sub-award.

9. Corrective Actions - /remedies – Dispute Resolution

(a) The District shall immediately notify City College in writing, concerning circumstances which, in the District’s reasonable discretion could have a material impact on its performance of the Project Agreement, including but not limited to delays in performance, adverse conditions that could lead to delays in performance. In each such notice the District shall include a recommendation concerning corrective action for review and approval by City College.

(b) If any cost attributable to the Project Agreement is disallowed by the Granting Authority due to a breach of the Agreement by District, then the District shall be liable to City College to the extent its grant is reduced by the Granting Authority.

(c) In the event of a dispute between City College and the District, the parties shall first make best efforts to resolve the dispute by negotiation in good faith. Should they fail to resolve
the dispute within fifteen (15) days of the first written notice given by the complaining party, the parties shall be left to their remedies at law and under the Grant.

10. **Enforcement.** Should the District breach the Master Agreement by failing to comply with one or more of the Master Agreement’s terms and conditions, such that the breach cannot be cured following the dispute resolution procedure specified in Section 9(b), City College shall be entitled to pursue all remedies available to it under applicable law and the terms of the grant.

11. **Termination.** At any time on or before 5:00 pm, June 30, 2012, this Master Agreement may be terminated by either party upon thirty (30) days advance written notice to the other.

12. **Insurance.** Prior to commencing performance of the Project Agreement, the District shall deliver to City College certificates of insurance evincing the following insurance policies in the following limits:

   (a) Comprehensive General Liability, including Premises and Operations; Elevator Liability; Providers Protective Liability; Products Liability including completed Operations Coverage; and Contractual Liability for the Project in the amount with limits of no less than $1,000,000/$2,000,000 (per occurrence/annual aggregate)

   (b) Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage. Limits: $500,000/$1,000,000 (per occurrence/annual aggregate)

   (c) Worker’s Compensation, including Employer’s Liability. Limits: Statutory; Employer’s Liability $100,000

All insurance policies required by this provision shall be and remain in full force and effect for the entire contract period, shall name City College and an additional insured under such insurance contracts, and shall contain a stipulation that the insurance provided shall not be reduced, terminated, lapsed, or otherwise expired, prior to twenty (20) days written notice to that effect, given by the insurance carrier to City College.

13. **Liability and Indemnification**

   (a) To the fullest extent permitted by law, the District shall indemnify, defend, release, and hold City College harmless from all claims, demands, or liabilities arising from or encountered in connection with this Master Agreement, or the District’s prosecution of work under it, whether such claims, demands, or liabilities are caused: 1) by the District, the District’s officers, employees, or by the District’s contractors or authorized agents, excepting only such injuries, damages, fines, or penalties as may be caused by the negligence or willful acts of City College and/or its officers, employees, contractors, or authorized agents. The District’s obligation to indemnify, defend, release, and hold City College harmless shall extend to claims, demands and liabilities for injuries, damages, fines, and penalties, whether they occur during or after completion of the project contemplated within this Master Agreement.

   (b) To the fullest extent permitted by law, City College shall indemnify, defend, release, and hold the District harmless from all claims, demands, or liabilities arising from or encountered in connection with this Master Agreement, or the City College’s prosecution of work under it, whether such claims, demands, or liabilities are caused: 1) by City College, City College’s officers, employees, or by City College’s contractors or authorized agents, excepting only such
injuries, damages, fines, or penalties as may be caused by the negligence or willful acts of the District and/or its officers, employees, contractors or authorized agents. City College’s obligation to indemnify, defend, release and hold the District harmless shall extend to claims, demands, and completion of the project contemplated within this Master Agreement.

14. Conflict of Interest. The District has established or shall establish safeguards to prohibit its officers, employees, and authorized agents from engaging in behavior that constitutes a conflict of interest under applicable law.

15. Contracting by the District. No part of the Master Agreement or the Project Agreement may be assigned or subcontracted without the prior written approval of City College, which approval shall not unreasonable be withheld. As a condition of approval of any request to assign or subcontract, the District shall notify proposed subcontractors in advance and in writing that the performance of the Project Agreement (by means of assignment of subcontract) shall be subject to all applicable law; and shall verify and document the eligibility (by certification, license, or otherwise as the case may be) of all potential subcontractors and/or assignees.

As a further condition of approval, the District shall disclose the intended purpose and amount of the subcontract (or assignment), identify the proposed subcontractor, and certify that the proposed subcontractor was selected according to any applicable competitive bidding processes. If there are no applicable competitive bidding processes, the District shall certify that the selection process was reasonable calculated to ensure that cost was given substantial weight, and that the selected subcontractor was the best qualified to provide the designated services, at reasonable cost. Subcontracts shall explicitly prohibit any third- or subsequent-tier subcontracts without city College’s written approval.

16. Nondiscrimination. The District and its subcontractors shall not discriminate against any employee or applicant for employment, or against any student, or student applicant on the basis of race, color, ethnic group identification, national origin, ancestry, religion, gender, age, marital status, physical or mental disability, medical condition (cancer), sexual orientation, or status as a Vietnam-Era veteran.

17. Intangible Property. No reports, projects, materials, documents or programs produced in whole or in part under this Agreement shall be the subject of any application for copyright or copyright registration, patent, or trademark by or on behalf of sub-recipient or by any officer, employee, subcontractor or agent of sub-recipient.

18. No Authority to Bind City College. The District has no authority to enter into contracts on behalf of City College. This Agreement does not create a partnership between the parties.

19. Compliance with Applicable Law. The District shall comply with all law and regulation applicable to the performance of the Master Agreement and Project Agreement.

20. Amendments. This Master Agreement and the attachments hereto constitute the entire Agreement between the parties. City College and the District may amend this Agreement by mutual consent. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the properly authorized representatives of the parties.
21. **Governing Law and Severability.** This Master Agreement shall be construed in accordance with and governed by the applicable laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Master Agreement and the Project Agreement shall be San Francisco, CA. If any term or provision of this Agreement is held by court of competent jurisdiction to be invalid, the remainder of the provisions shall not be affected thereby.

IN WITNESS THEREOF, the parties have executed this Master Agreement as of the date first set forth above.

CITY COLLEGE OF SAN FRANCISCO

By
Name: Peter Goldstein
Title: Vice Chancellor of Finance & Administration
Date: __________________________

COLLEGE OF MARIN

By
Name: Albert J. Harrison, II
Title: Vice President of College Operations
Date: __________________________
Sub-Recipient Project Agreement Between
San Francisco Community College District
And
Marin Community College District

This Sub-Recipient Project Agreement ("the Project Agreement") is entered into this August 24, 2011 by and between San Francisco Community College District ("City College") and the Marin Community College District ("the District").

WHEREAS, US Department of Energy has awarded City College of San Francisco Grant DE-FOA-0000028 for the amount of $500,003

WHEREAS, City College and the District wish to collaborate to develop the skilled workforce needed to achieve the Electric Vehicle deployment goals of the US Department of Energy

WHEREAS, by explicit reference, the Parties have incorporated this Project Agreement into the Master Agreement and do hereby incorporate the Master Agreement into this Project Agreement

WHEREAS, the Granting Authority has approved both the Master Agreement and this Project Agreement.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties agree as follows:

Scope of Work:

1. The overall Electric Vehicle (EV) Training Consortium mission is to develop the skilled workforce needed for the Bay Area to become the EV Capital of the United States and to achieve the EV charge station and vehicle deployment goals of the Bay Area EV Corridor Project.

   The services provided to auto technician program participants will consist of:
   - Technician training courses developed by innovative and experienced faculty in well-established programs at the College of Marin. Project will seek to provide work-based learning experiences for program participants that may include: job shadowing, internship experiences (for appropriately qualified candidates), and industry site visits.
   - College of Marin will offer ACR 290, Electric Vehicle COMvert class in Fall 2011 and Spring 2012. This is a 3 unit class which meets for 3 hours and 50 minutes per week and includes lecture and lab hours. The class is taught by one faculty member and an instructional assistant.
   - Career counseling is available to students at College of Marin. In addition, One-stop career counseling and supportive services, which may include educational training stipends, assistance with transportation, other eligible services including, career search and counseling, and job placement assistance is available free of charge for Marin County residents through the Marin Employment Connection located in San Rafael, CA.

3. **Payment**: City College shall pay the District an amount not to exceed Seven Thousand Five Hundred dollars ($7,500) for the District’s performance of the services set forth in this Project Agreement, all as more specifically provided in the Project Budget attached to this Project Agreement as Attachment A.

This Project agreement shall have no force and effect unless and until funding is provided for the project by the Granting Authority.

4. **Authority for Participation**: The District certifies by its signature that its governing body has duly adopted a resolution or other measure authorizing this Project Agreement.

The District’s official or agents who are authorized to request reimbursement are David Wain Coon, President/Superintendent and Albert J. Harrison, Jr., Vice President, Vice President of College Operations.

The District’s requests for payment shall include the information required by the Master Agreement.

City College shall make properly authorized payments as required by this Project Agreement to:

   College of Marin  
   Business Services Office  
   1800 Ignacio Blvd.  
   Novato CA 94949

5. **Principal Investigator/Project Director**: The District’s Principal Investigator/Project Director for the work of the Project Agreement shall be the Dean, Workforce Development, Community & College Partnerships, presently Nanda Schorske, or her designee or successor as the case may be.

6. **Performance Reports**: The District shall submit performance reports for each year of the Project Agreement. In addition, a comprehensive final performance report shall be submitted by the District to City College no later than thirty (30) days following the completion, termination or expiration of the Project Agreement, as the case may be. Each such performance report shall include information concerning the following: (a) an analysis of District performance in light of the goals and objectives contained in Section 1 of the Project Agreement, and (b) other information that the District considers pertinent to the review of its performance.

   All performance reports shall be submitted to the City College Program Coordinator, presently Gerald Bernstein, or his designee or successor as the case may be as follows:

   City College of San Francisco  
   50 Phelan Ave.  
   San Francisco CA 94112

7. **Notices**: All notices, reports, and filings referenced in the Master Agreement or this Project Agreement are to be given by certified or registered mail, return receipt requested, postage fully prepaid, directed as follows:

Page 7 of 9
To: City College:
   Gerald Bernstein, Program Coordinator
   City College of San Francisco
   50 Phelan Ave.
   San Francisco CA 94112
   (415) 550-4437
   gbernste@ccsf.edu

To: The District
   Albert J. Harrison, II
   Vice President of College Operations
   College of Marin
   1800 Ignacio Blvd.
   Novato CA 94949
   415-883-2211 x8100
   al.harrison@marin.edu

Copy to:
   Nanda Schorske
   Dean, Workforce Development, College & Community Partnerships
   College of Marin
   1800 Ignacio Blvd.
   Novato CA 94949
   415-883-2211 x 8506
   nanda.schoriske@marin.edu

Notices, reports, and filings shall be effective when received, as indicated by post office records

CITY COLLEGE OF SAN FRANCISCO

By
Name: Peter Goldstein
Title: Vice Chancellor of Finance & Administration Services
Date: __________________________

COLLEGE OF MARIN

By
Name: Albert J. Harrison, II
Title: Vice President of College Operations
Date: __________________________
Attachment A

Project Budget

<table>
<thead>
<tr>
<th>Educational Program Assistance</th>
<th>$5,000</th>
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<tbody>
<tr>
<td>Contract Services</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$7,500</td>
</tr>
</tbody>
</table>

In addition, City College will supply the District with $2,000 in instructional materials.

Invoices to be submitted within 30 days after the close of the quarter and mailed to:

Gerald Bernstein  
Advanced Transportation Technologies and Energy initiative  
City College of San Francisco  
50 Phelan Avenue  
San Francisco, CA 94112  
415-550-4437  
gberstein@ccsf.edu

The invoice shall show by line item:  
1. Budgeted amount  
2. Expenses for invoice period  
3. Expenses year-to-date  
4. Percent of budget expended  
5. Remaining balance

Executive Director, CFO, or other authorized signer must sign certification on the invoice.
BACKGROUND:

In accordance with Title 5, California Administrative Code, Section 59020-59029, the Marin Community College Board of Trustees adopted a Policy of Student Record Retention and Destruction on June 4, 1980. This Policy established the annual review of documents and papers received during the school year and designation of same as Class 1 - Permanent, Class 2 - Optional, or Class 3 - Disposable. It also requires the Board to subsequently authorize the destruction of all Class 3 - Disposable records which have been maintained for the legal requirement of three years.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve that all Class 3 - Disposable records generated in the 2007-2008 academic year be authorized for destruction.

Administrator Initiating Item:
Robert P. Balestreri, Dean of Enrollment Services
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

To: Board of Trustees  

From: Superintendent/President  

Date: August 23, 2011  

Subject: Marin General Hospital Corporation Phlebotomy Student Training Agreement  

Item & File No. B.11.A  

Reason for Board Consideration: APPROVAL  

Enclosure(s): Agreement  

BACKGROUND:  

The College has agreements with a number of facilities to provide required training experience for our Phlebotomy students. The agreement with Marin General Hospital for Phlebotomy student training experience expires in October 2011.  

The attached renewal agreement is identical in content to the Nursing Experience Agreement that was reviewed by School and College Legal Services, Keenan & Associates (property & liability) and Marin Schools Insurance Authority for Worker’s compensation.  

RECOMMENDATION:  

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached Training Agreement with Marin General Hospital Corporation for our Phlebotomy student training.  

Administrator Initiating Item  

Albert J. Harrison II, Vice President, College Operations
AGREEMENT FOR TRAINING FOR ACADEMIC PURPOSES

This Agreement is between MARIN GENERAL HOSPITAL CORPORATION, a California nonprofit public benefit corporation doing business as Marin General Hospital (hereafter “FACILITY”) and MARIN COMMUNITY COLLEGE DISTRICT (hereinafter “SCHOOL”) and is effective as of November 1, 2011.

RECITALS

A. FACILITY is a general acute care hospital located at 250 Bon Air Road, Greenbrae, CA 94904.

B. SCHOOL has a Phlebotomy Program (“Program”) for its student(s), and this Program requires training at FACILITY so that the student(s) can fulfill an academic requirement.

C. It is to the mutual benefit of the parties to this Agreement that student(s)/instructor(s) participating in SCHOOL’s Program may use the FACILITY for academic purposes.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

A. **Primary Contacts.** Both parties shall designate primary contacts (“Primary Contact”) respectively, who shall coordinate with each other in the planning, implementation and coordination of the Program to be provided to the student(s). There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

B. **Preliminary Information.** Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the student(s) participating under this Agreement, and the period of time for each student’s training.

C. **Supervision.** SCHOOL shall maintain responsibility for student activities and conduct while in the FACILITY, and shall maintain supervision over the Program (including all grading). However, FACILITY shall provide appropriate training, and shall retain all professional and administrative responsibility for the patient care services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations and the Federal Conditions of Participation.

D. **Faculty/Clinical Preceptors.** SCHOOL shall provide instructor(s) to supervise all instruction and student activities for the Program in FACILITY except for any particular course(s) that use clinical preceptors. FACILITY shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).

E. **Orientation.** Student(s) and instructor(s) participating in the Program at FACILITY must attend an orientation performed by FACILITY prior to student and instructor assignment.
(or at least annually). The location and time for such orientation shall be mutually agreed upon by the Primary Contacts.

F. **Status of Students/Instructors.** It is expressly agreed and understood by SCHOOL and FACILITY that student(s) and instructor(s) under this Program are in attendance for educational purposes, and such student(s) and instructor(s) are not considered employees of FACILITY for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

G. **Non-Discrimination.** The parties agree that student(s) participating in the Program at FACILITY pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), ethnic group identification as defined in section 12926 of the California Government Code, citizenship, or any other protected status. No discrimination is allowed in whole or in part based on the foregoing actual or perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

2. **SCHOOL'S RESPONSIBILITIES**

   A. **Student/Instructor Contact Information.** SCHOOL shall complete and send to FACILITY information for each student and instructor enrolled in the Program, which shall include the student's/instructor’s name, address and telephone number prior to the beginning of the planned training. FACILITY shall regard this information as confidential.

   B. **Schedule of Assignments.** SCHOOL shall notify the FACILITY of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than five (5) working days prior to the planned training.

   C. **Records.** SCHOOL shall maintain all attendance and academic records of the student(s) participating in the Program, and personnel records for its instructor(s), in accordance with all legal requirements.

   D. **Rules and Regulations.** SCHOOL shall enforce rules and regulations governing the student(s) as mutually agreed upon by SCHOOL and FACILITY.

   E. **Health Policy.** SCHOOL shall provide FACILITY, prior to a student's arrival at the FACILITY, with proof of immunity consistent with FACILITY employee health policy (attached hereto as Exhibit A) and notify the FACILITY if student is a known carrier of an infectious or communicable disease. If such information indicates that patient(s) of FACILITY would be placed at risk by the presence of a particular student, FACILITY reserves the right to refuse to allow such student to participate in the Program at FACILITY. Immunity documentation shall include at a minimum a TB screening, and vaccinations or titers for rubella, rubella, varicella, Hepatitis B and influenza. TB screening (two step process) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. FACILITY is not financially responsible for providing these tests for
student(s). FACILITY has the same requirements for any SCHOOL instructor(s) participating under this Agreement.

F. Student/Instructor Responsibilities. SCHOOL shall notify each student and instructor that he/she is responsible for:

1) Following the policies, procedures, rules and regulations of FACILITY, including the dress code of the FACILITY and the FACILITY’s Identity Theft Prevention Program.

2) Arranging for his/her own transportation and living arrangements when not provided by SCHOOL.

3) Arranging for and assuming the cost of his/her own health insurance.

4) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test, and initial drug screening.

5) Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the experience. The discussion, transmission or narration in any form by student(s) or instructor(s) of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience. Student(s) and instructor(s) shall use de-identified information only in any discussions with SCHOOL (or SCHOOL’s employees or agents not participating as on-site instructors), unless the patient has first given express authorization using a form approved by FACILITY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (“HIPAA”) and regulations thereunder. To preserve patient confidentiality, student(s) and instructor(s) shall not be permitted to use any cameras or camera cell phones in FACILITY.

6) Wearing photo ID name badges identifying him/herself as a student/instructor of the SCHOOL.

7) Notifying FACILITY management immediately of any perceived or suspected violation of federal or State law at the FACILITY.

8) Participating in ward rounds, clinics, staff meetings and/or in-house educational programs as determined by SCHOOL and FACILITY.

G. Background Checks. FACILITY requires a lawful background check for each student before the planned training and instructor prior to such instructor participating in or providing instruction in the Program. FACILITY is not financially responsible for the background check. Details of the requirements for the background check are set forth in Exhibit B attached hereto. If any information obtained through the background check may indicate that patient(s) of FACILITY would be placed at risk by the presence of a particular student and/or instructor,
FACILITY reserves the right to refuse to allow such student and/or instructor to participate in the Program at FACILITY.

3. FACILITY'S RESPONSIBILITIES

   A. **Access to Facility.** FACILITY shall allow student(s) and instructor(s) in the Program to access FACILITY as appropriate and necessary for the Program, provided that the student(s) or instructor(s) shall not interfere with FACILITY activities. FACILITY shall also provide space for conferences, as available, and access to FACILITY’s Medical Resource Library during normal Library hours.

   B. **Emergency Health Care/First Aid.** FACILITY shall provide to any student or instructor any necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student’s or instructor’s participation in the Program. Except as provided regarding such emergencies, FACILITY shall have no obligation to furnish medical or surgical care to any student or instructor. Student(s) and instructor(s) will be financially responsible for all such care rendered in the same manner as any other patient.

4. CLINICAL TRAINING (IF APPLICABLE)

   A. **Training Capacity.** If student(s) is participating in clinical training, student(s) shall perform in a training capacity only and shall not be used to treat patients in lieu of trained professionals employed by FACILITY. Student(s) shall perform services for patients only when under the supervision of an instructor from the SCHOOL or under the supervision of a qualified FACILITY professional. FACILITY and SCHOOL shall coordinate all appropriate supervision. Hospital shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of patients.

   B. **Accreditation.** FACILITY shall conform to the requirements of any appropriate accreditation agency overseeing the Program. Upon request, FACILITY shall permit the appropriate accreditation agency to make site visits to FACILITY to verify the instructional and academic experience of the SCHOOL’s student(s).

5. INDEMNIFICATION

   A. SCHOOL shall defend, indemnify and hold harmless FACILITY and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents, instructors or students.

   B. FACILITY shall defend, indemnify and hold harmless SCHOOL, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement.
but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the FACILITY, its officers, employees, or agents.

6. INSURANCE

A. SCHOOL shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance from an insurance company acceptable to FACILITY in an amount not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate that protects it and FACILITY against liability arising from or incident to the use and operation of the FACILITY by the SCHOOL’s student(s) or instructor(s).

B. If a student is participating in clinical training with direct patient care, SCHOOL shall procure and maintain during the term of this Agreement, at its sole cost and expense, professional liability insurance from an insurance company acceptable to FACILITY in an amount not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate that protects it and FACILITY against liability arising from or incident to the use and operation of the FACILITY by the SCHOOL’s student(s) or instructor(s).

C. If any of the above-referenced insurance is made on a “claims-made” basis, and such coverage is later terminated or converted to an “occurrence” coverage (or vice versa), SCHOOL shall also acquire “prior acts” or “tail” coverage in the above amounts, covering all periods that this Agreement is or has been in effect, and for a period of three (3) years following termination of this Agreement.

D. The SCHOOL shall also maintain and provide evidence of workers’ compensation for all of its employees (including instructors). SCHOOL shall provide Student and Athletic Insurance where benefits are payable at 80% up to a total of $25,000 of covered expenses.

E. SCHOOL shall provide FACILITY, upon FACILITY’s request, with proof of insurance evidencing the insurance coverage required under this section. SCHOOL shall also notify FACILITY within Thirty (30) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this section.

7. TERM AND TERMINATION

A. Term/Renewal. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years. This Agreement may be renewed upon mutual written agreement of the parties.

B. Termination.

1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
2) **Without Cause.** This Agreement may be terminated without cause with ninety (90) days' advance written notice by either party to the other party. Such termination shall not take effect, however, with regard to student(s) already enrolled until the student(s) has/have completed training for the SCHOOL semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the FACILITY or the unit in which student is assigned ceases to operate.

C. **Withdrawal of Student(s)/Instructor(s).** FACILITY may request SCHOOL to withdraw from the Program any student or instructor whom FACILITY determines is not performing satisfactorily, or who refuses to follow FACILITY’s policies, procedures, rules and/or regulations, or violates federal or State laws. FACILITY may also deny participation in the Program to any student at the FACILITY’s sole discretion subject to applicable laws. FACILITY reserves the right to suspend from participation immediately any student or instructor who poses an imminent danger of harm to patients or others. SCHOOL shall comply with any such request by FACILITY within twenty-four (24) hours, unless FACILITY agrees to a longer period of time in writing.

8. **CONFIDENTIALITY**

A. **General Confidentiality.** This Section 8 is in addition to Section 2.F.5 of this Agreement. All parties shall protect the confidentiality of each other’s records and information, and shall not disclose confidential information without the prior written consent of the other party or if required by law to make disclosures. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of FACILITY.

B. **Confidentiality Training.** SCHOOL shall warrant to FACILITY that each student and instructor has received appropriate training in the student’s/instructor’s duty to maintain the confidentiality of patient and FACILITY proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws and regulations include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time (“HIPAA”), the California Confidentiality of Medical Information Act, and the Federal Trade Commission’s Red Flag Rules on Identity Theft Prevention. FACILITY reserves the right to provide appropriate confidentiality training to the student(s)/instructor(s), and to designate the student(s)/instructor(s) as members of FACILITY’s workforce, as defined by HIPAA. Any student(s)/instructor(s) participating in the Program under this Agreement must execute a Confidentiality Agreement (a copy of the template is attached hereto as Exhibit C).

C. **Patient Authorization.** No FACILITY patient information may be disclosed to or shared with SCHOOL (or SCHOOL’s employees or agents not participating as on-site instructors) during the course of the Program unless FACILITY has received express written patient authorization. FACILITY shall reasonably assist SCHOOL in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall only use de-identified information (as defined by HIPAA) in any discussion with SCHOOL (or SCHOOL’s employees or agents not participating as on-site instructors).
9. GENERAL PROVISIONS

A. **Entire Agreement/Amendment.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding SCHOOL's Program and use of FACILITY. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.

B. **Assignment/Binding on Successors.** Neither party may assign its rights or delegate its duties without the express written approval of the other party, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.

C. **Dispute Resolution.** If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in the county where FACILITY is located. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in that same county.

D. **Attorney's Fees.** In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees in accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.

E. **Headings.** The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. A photocopy of the executed Agreement may be used as if it were the original Agreement.

G. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

H. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
I. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

Marin General Hospital Corporation, a California nonprofit, public benefit corporation doing business as Marin General Hospital
Marin General Hospital
Education Department
250 Bon Air Road, Greenbrae
P.O. Box 8010
San Rafael, CA  94912-8012

Marin Community College District
Marin Community College District
Al Harrison
Vice President, College Operations
835 College Avenue
Kentfield, CA  94904

J. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.

K. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

L. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.

M. Compliance with Law and Regulatory Agencies. FACILITY and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the FACILITY; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from FACILITY. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply, and shall ensure its student(s) and instructor(s) comply, with all applicable standards and recommendations of The Joint Commission; the bylaws, policies and procedures of FACILITY; and the laws and regulations regarding services provided to patients covered by Medicare and/or Medi-Cal.

N. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
O. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

11. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

MARIN GENERAL HOSPITAL CORPORATION, a California nonprofit, public benefit corporation doing business as Marin General Hospital

By: ____________________________
Name: David W. Cox
Title: Chief Financial Officer
Date: __________________________

MARIN COMMUNITY COLLEGE DISTRICT

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

[00021166 v.1]
Immunization Requirements

- TB Two negative tests within the last 12 months, second one within the last three months.
- Rubella, Rubeola and Mumps two doses and Varicella immunity.
- Hepatitis B vaccine if student will have patient contact.
- Documentation of Influenza vaccination/declination form
EXHIBIT B

BACKGROUND CHECK

Background Screening Requirements
SCHOOL is required to provide proof of a lawful background check for each student at least fifteen (15) days prior to the start of the training. FACILITY is not financially responsible for the background check. The background check shall include at a minimum:

- a drug and alcohol screening in accordance with FACILITY policy
- a social security number trace (used to identify additional names and or locations of residence)
- a county criminal background search in each county where the student has resided in the seven (7) years prior to the clinical experience
- a national registry search of violent sexual offenders and predators
- a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, for listing as debarred, excluded or otherwise ineligible for federal program participation.

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the FACILITY Primary Contact, electronically or via facsimile, no less than fifteen (15) days prior to student participation in the Program.

Drug Screening will search for, at a minimum:

Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

Preferred Background Check Vendor:

EXHIBIT C

CONFIDENTIALITY AGREEMENT

As part of my participation in an educational program ("Program") at the FACILITY, I may have access to protected health information ("PHI"), personnel information, and proprietary business information (collectively referred to as "Confidential Information") that may not be disclosed except as permitted or required by law and by Facility policies and procedures. I understand that I am committed to protect and safeguard from disclosure all Confidential Information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer system). I agree that I will not disclose any Confidential Information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold Confidential Information in the strictest confidence and not to disclose such information to any person or in any manner which is inconsistent with applicable law or the policies and procedures of Facility.
- I acknowledge that I may not review any Confidential Information of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my official duties. I will not discuss or allow to be displayed Confidential Information of any type in the proximity of any individual who does not have the right to know. This includes conversations in public places, allowing computer screens to be inappropriately visible, and leaving printed material where it may be openly viewed.
- All Confidential Information obtained from Facility systems remains the property of Facility regardless of physical location or method of storage unless otherwise specified by Facility in writing.
- If I believe that information confidentiality or security may be compromised in any way, either intentional or accidental, I shall contact my direct supervisor and/or the Facility Privacy Officer or Compliance Officer.
- My confidentiality obligation continues indefinitely, including after my participation in the Program at Facility has ended.

Access, attempted access, or release of Confidential Information without the right and need to know for successful completion of Program duties will be considered a breach of confidentiality. I understand that if I breach the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act. This may be grounds for immediate disciplinary action up to and including termination of my participation in the Program at Facility, and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Printed Name: ___________________________ Date: ___________________

Signature: _______________________________

[00021166 v.1] 12
BACKGROUND:

The College has agreements with a number of facilities to provide required training experience for our EMT students. The agreement with Marin General Hospital for EMT student training experience expires in October 2011.

The attached renewal agreement is identical to the Nursing Experience Agreement that was reviewed by School and College Legal Services, Keenan & Associates (property & liability) and Marin Schools Insurance Authority for Worker’s compensation, with the exception of specific language required for EMT experience.

Section 1.C. (bolded on attached agreement) adds language that is specific to supervision of EMT students, requiring that no more than three students be assigned to one qualified supervisor.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached Training Agreement with Marin General Hospital Corporation for our EMT student training.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
AGREEMENT FOR TRAINING FOR ACADEMIC PURPOSES

This Agreement is between MARIN GENERAL HOSPITAL CORPORATION, a California nonprofit public benefit corporation doing business as Marin General Hospital (hereafter “FACILITY”) and MARIN COMMUNITY COLLEGE DISTRICT (hereinafter “SCHOOL”) and is effective as of November 1, 2011.

RE bâtals

A. FACILITY is a general acute care hospital located at 250 Bon Air Road, Greenbrae, CA 94904.

B. SCHOOL has a Emergency Medical Technician Program (“Program”) for its student(s), and this Program requires training at FACILITY so that the student(s) can fulfill an academic requirement.

C. It is to the mutual benefit of the parties to this Agreement that student(s)/instructor(s) participating in SCHOOL's Program may use the FACILITY for academic purposes.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

   A. Primary Contacts. Both parties shall designate primary contacts (“Primary Contact”) respectively, who shall coordinate with each other in the planning, implementation and coordination of the Program to be provided to the student(s). There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

   B. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the student(s) participating under this Agreement, and the period of time for each student’s training.

   C. Supervision. SCHOOL shall maintain responsibility for student activities and conduct while in the FACILITY, and shall maintain supervision over the Program (including all grading). However, FACILITY shall provide appropriate training, and shall retain all professional and administrative responsibility for the patient care services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations and the Federal Conditions of Participation. Section 100068 of the Title 22 California Code of Regulations for EMT states that “supervision for the EMT 1 clinical experience shall be provided by an individual who meets the qualifications for a principal instructor or teaching assistant and that no more than three student will be assigned to one qualified supervisor”. SCHOOL and FACILITY agree that staff that supervises the student assigned under this agreement shall meet the qualifications.

   D. Faculty/Clinical Preceptors. SCHOOL shall provide instructor(s) to supervise all instruction and student activities for the Program in FACILITY except for any particular
course(s) that use clinical preceptors. FACILITY shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).

E. Orientation. Student(s) and instructor(s) participating in the Program at FACILITY must attend an orientation performed by FACILITY prior to student and instructor assignment (or at least annually). The location and time for such orientation shall be mutually agreed upon by the Primary Contacts.

F. Status of Students/Instructors. It is expressly agreed and understood by SCHOOL and FACILITY that student(s) and instructor(s) under this Program are in attendance for educational purposes, and such student(s) and instructor(s) are not considered employees of FACILITY for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers’ compensation insurance.

G. Non-Discrimination. The parties agree that student(s) participating in the Program at FACILITY pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), ethnic group identification as defined in section 12926 of the California Government Code, citizenship, or any other protected status. No discrimination is allowed in whole or in part based on the foregoing actual or perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

2. SCHOOL’S RESPONSIBILITIES

A. Student/Instructor Contact Information. SCHOOL shall complete and send to FACILITY information for each student and instructor enrolled in the Program, which shall include the student’s/instructor’s name, address and telephone number prior to the beginning of the planned training. FACILITY shall regard this information as confidential.

B. Schedule of Assignments. SCHOOL shall notify the FACILITY of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than five (5) working days prior to the planned training.

C. Records. SCHOOL shall maintain all attendance and academic records of the student(s) participating in the Program, and personnel records for its instructor(s), in accordance with all legal requirements.

D. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the student(s) as mutually agreed upon by SCHOOL and FACILITY.

E. Health Policy. SCHOOL shall provide FACILITY, prior to a student’s arrival at the FACILITY, with proof of immunity consistent with FACILITY employee health policy (attached hereto as Exhibit A) and notify the FACILITY if student is a known carrier of an infectious or communicable disease. If such information indicates that patient(s) of FACILITY would be placed at risk by the presence of a particular student, FACILITY reserves the right to refuse to allow such student to participate in the Program at FACILITY. Immunity
documentation shall include at a minimum a TB screening, and vaccinations or titers for rubella, rubella, varicella, Hepatitis B and influenza. TB screening (two step process) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. FACILITY is not financially responsible for providing these tests for student(s). FACILITY has the same requirements for any SCHOOL instructor(s) participating under this Agreement.

F. Student/Instructor Responsibilities. SCHOOL shall notify each student and instructor that he/she is responsible for:

1) Following the policies, procedures, rules and regulations of FACILITY, including the dress code of the FACILITY and the FACILITY's Identity Theft Prevention Program.

2) Arranging for his/her own transportation and living arrangements when not provided by SCHOOL.

3) Arranging for and assuming the cost of his/her own health insurance.

4) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test, and initial drug screening.

5) Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the experience. The discussion, transmission or narration in any form by student(s) or instructor(s) of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience. Student(s) and instructor(s) shall use de-identified information only in any discussions with SCHOOL (or SCHOOL's employees or agents not participating as on-site instructors), unless the patient has first given express authorization using a form approved by FACILITY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (“HIPAA”) and regulations thereunder. To preserve patient confidentiality, student(s) and instructor(s) shall not be permitted to use any cameras or camera cell phones in FACILITY.

6) Wearing photo ID name badges identifying him/herself as a student/instructor of the SCHOOL.

7) Notifying FACILITY management immediately of any perceived or suspected violation of federal or State law at the FACILITY.

8) Participating in ward rounds, clinics, staff meetings and/or in-house educational programs as determined by SCHOOL and FACILITY.

G. Background Checks. FACILITY requires a lawful background check for each student before the planned training and instructor prior to such instructor participating in or providing instruction in the Program. FACILITY is not financially responsible for the background check.
Details of the requirements for the background check are set forth in Exhibit B attached hereto. If any information obtained through the background check may indicate that patient(s) of FACILITY would be placed at risk by the presence of a particular student and/or instructor, FACILITY reserves the right to refuse to allow such student and/or instructor to participate in the Program at FACILITY.

3. FACILITY’S RESPONSIBILITIES

A. Access to Facility. FACILITY shall allow student(s) and instructor(s) in the Program to access FACILITY as appropriate and necessary for the Program, provided that the student(s) or instructor(s) shall not interfere with FACILITY activities. FACILITY shall also provide space for conferences, as available, and access to FACILITY’s Medical Resource Library during normal Library hours.

B. Emergency Health Care/First Aid. FACILITY shall provide to any student or instructor any necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student’s or instructor’s participation in the Program. Except as provided regarding such emergencies, FACILITY shall have no obligation to furnish medical or surgical care to any student or instructor. Student(s) and instructor(s) will be financially responsible for all such care rendered in the same manner as any other patient.

4. CLINICAL TRAINING (IF APPLICABLE)

A. Training Capacity. If student(s) is participating in clinical training, student(s) shall perform in a training capacity only and shall not be used to treat patients in lieu of trained professionals employed by FACILITY. Student(s) shall perform services for patients only when under the supervision of an instructor from the SCHOOL or under the supervision of a qualified FACILITY professional. FACILITY and SCHOOL shall coordinate all appropriate supervision. Hospital shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of patients.

B. Accreditation. FACILITY shall conform to the requirements of any appropriate accreditation agency overseeing the Program. Upon request, FACILITY shall permit the appropriate accreditation agency to make site visits to FACILITY to verify the instructional and academic experience of the SCHOOL’s student(s).

5. INDEMNIFICATION

A. SCHOOL shall defend, indemnify and hold harmless FACILITY and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents, instructors or students.
B. FACILITY shall defend, indemnify and hold harmless SCHOOL, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the FACILITY, its officers, employees, or agents.

6. INSURANCE

A. SCHOOL shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance from an insurance company acceptable to FACILITY in an amount not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate that protects it and FACILITY against liability arising from or incident to the use and operation of the FACILITY by the SCHOOL’s student(s) or instructor(s).

B. If a student is participating in clinical training with direct patient care, SCHOOL shall procure and maintain during the term of this Agreement, at its sole cost and expense, professional liability insurance from an insurance company acceptable to FACILITY in an amount not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate that protects it and FACILITY against liability arising from or incident to the use and operation of the FACILITY by the SCHOOL’s student(s) or instructor(s).

C. If any of the above-referenced insurance is made on a “claims-made” basis, and such coverage is later terminated or converted to an “occurrence” coverage (or vice versa), SCHOOL shall also acquire “prior acts” or “tail” coverage in the above amounts, covering all periods that this Agreement is or has been in effect, and for a period of three (3) years following termination of this Agreement.

D. The SCHOOL shall also maintain and provide evidence of workers’ compensation for all of its employees (including instructors). SCHOOL shall provide Student and Athletic Insurance where benefits are payable at 80% up to a total of $25,000 of covered expenses.

E. SCHOOL shall provide FACILITY, upon FACILITY’s request, with proof of insurance evidencing the insurance coverage required under this section. SCHOOL shall also notify FACILITY within Thirty (30) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this section.

7. TERM AND TERMINATION

A. Term/Renewal. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years. This Agreement may be renewed upon mutual written agreement of the parties.

B. Termination.
1) **Mutual Agreement.** This Agreement may be terminated at any time upon the written concurrence of the parties.

2) **Without Cause.** This Agreement may be terminated without cause with ninety (90) days' advance written notice by either party to the other party. Such termination shall not take effect, however, with regard to student(s) already enrolled until the student(s) has/have completed training for the SCHOOL semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the FACILITY or the unit in which student is assigned ceases to operate.

C. **Withdrawal of Student(s)/Instructor(s).** FACILITY may request SCHOOL to withdraw from the Program any student or instructor whom FACILITY determines is not performing satisfactorily, or who refuses to follow FACILITY's policies, procedures, rules and/or regulations, or violates federal or State laws. FACILITY may also deny participation in the Program to any student at the FACILITY's sole discretion subject to applicable laws. FACILITY reserves the right to suspend from participation immediately any student or instructor who poses an imminent danger of harm to patients or others. SCHOOL shall comply with any such request by FACILITY within twenty-four (24) hours, unless FACILITY agrees to a longer period of time in writing.

8. **CONFIDENTIALITY**

A. **General Confidentiality.** This Section 8 is in addition to Section 2.F.5 of this Agreement. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party or if required by law to make disclosures. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of FACILITY.

B. **Confidentiality Training.** SCHOOL shall warrant to FACILITY that each student and instructor has received appropriate training in the student’s/instructor’s duty to maintain the confidentiality of patient and FACILITY proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws and regulations include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time (“HIPAA”), the California Confidentiality of Medical Information Act, and the Federal Trade Commission’s Red Flag Rules on Identity Theft Prevention. FACILITY reserves the right to provide appropriate confidentiality training to the student(s)/instructor(s), and to designate the student(s)/instructor(s) as members of FACILITY’s workforce, as defined by HIPAA. Any student(s)/instructor(s) participating in the Program under this Agreement must execute a Confidentiality Agreement (a copy of the template is attached hereto as Exhibit C).

C. **Patient Authorization.** No FACILITY patient information may be disclosed to or shared with SCHOOL (or SCHOOL’s employees or agents not participating as on-site instructors) during the course of the Program unless FACILITY has received express written patient authorization. FACILITY shall reasonably assist SCHOOL in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall
only use de-identified information (as defined by HIPAA) in any discussion with SCHOOL (or SCHOOL’s employees or agents not participating as on-site instructors).

9. GENERAL PROVISIONS

A. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding SCHOOL’s Program and use of FACILITY. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.

B. Assignment/Binding on Successors. Neither party may assign its rights or delegate its duties without the express written approval of the other party, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.

C. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator’s fees and expenses equally. The arbitration shall take place in the county where FACILITY is located. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in that same county.

D. Attorney’s Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney’s fees in accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.

E. Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. A photocopy of the executed Agreement may be used as if it were the original Agreement.

G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
H. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

<table>
<thead>
<tr>
<th>Marin General Hospital Corporation, a California nonprofit, public benefit corporation doing business as Marin General Hospital</th>
<th>Marin Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marin General Hospital Education Department</td>
<td>Marin Community College District</td>
</tr>
<tr>
<td>250 Bon Air Road, Greenbrae</td>
<td>Al Harrison</td>
</tr>
<tr>
<td>P.O. Box 8010</td>
<td>Vice President, College Operations</td>
</tr>
<tr>
<td>San Rafael, CA 94912-8012</td>
<td>835 College Avenue</td>
</tr>
<tr>
<td></td>
<td>Kentfield, CA 94904</td>
</tr>
</tbody>
</table>

J. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.

K. **Waiver of Provisions.** Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

L. **Recitals and Exhibits.** Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.

M. **Compliance with Law and Regulatory Agencies.** FACILITY and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the FACILITY; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from FACILITY. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply, and shall ensure its student(s) and instructor(s) comply, with all applicable standards and recommendations of The Joint Commission; the bylaws, policies and procedures of FACILITY; and the laws and regulations regarding services provided to patients covered by Medicare and/or Medi-Cal.
N. **No Referrals.** Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.

O. **No Third Party Beneficiaries.** Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

11. **EXECUTION**

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**MARIN GENERAL HOSPITAL CORPORATION, a California nonprofit, public benefit corporation doing business as Marin General Hospital**

By: 
Name: David W. Cox
Title: Chief Financial Officer
Date: 

**MARIN COMMUNITY COLLEGE DISTRICT**

By: 
Name: 
Title: 
Date: 
Immunization Requirements

- TB Two negative tests within the last 12 months, second one within the last three months,
- Rubella, Rubeola and Mumps two doses and Varicella immunity.
- Hepatitis B vaccine if student will have patient contact.
- Documentation of Influenza vaccination/declination form
EXHIBIT B

BACKGROUND CHECK

Background Screening Requirements
SCHOOL is required to provide proof of a lawful background check for each student at least fifteen (15) days prior to the start of the training. FACILITY is not financially responsible for the background check. The background check shall include at a minimum:

- a drug and alcohol screening in accordance with FACILITY policy
- a social security number trace (used to identify additional names and or locations of residence)
- a county criminal background search in each county where the student has resided in the seven (7) years prior to the clinical experience
- a national registry search of violent sexual offenders and predators
- a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, for listing as debarred, excluded or otherwise ineligible for federal program participation.

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the FACILITY Primary Contact, electronically or via facsimile, no less than fifteen (15) days prior to student participation in the Program.

Drug Screening will search for, at a minimum:

Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

Preferred Background Check Vendor:

EXHIBIT C

CONFIDENTIALITY AGREEMENT

As part of my participation in an educational program ("Program") at the FACILITY, I may have access to protected health information ("PHI"), personnel information, and proprietary business information (collectively referred to as "Confidential Information") that may not be disclosed except as permitted or required by law and by Facility policies and procedures. I understand that I am committed to protect and safeguard from disclosure all Confidential Information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer system). I agree that I will not disclose any Confidential Information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold Confidential Information in the strictest confidence and not to disclose such information to any person or in any manner which is inconsistent with applicable law or the policies and procedures of Facility.
- I acknowledge that I may not review any Confidential Information of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my official duties. I will not discuss or allow to be displayed Confidential Information of any type in the proximity of any individual who does not have the right to know. This includes conversations in public places, allowing computer screens to be inappropriately visible, and leaving printed material where it may be openly viewed.
- All Confidential Information obtained from Facility systems remains the property of Facility regardless of physical location or method of storage unless otherwise specified by Facility in writing.
- If I believe that information confidentiality or security may be compromised in any way, either intentional or accidental, I shall contact my direct supervisor and/or the Facility Privacy Officer or Compliance Officer.
- My confidentiality obligation continues indefinitely, including after my participation in the Program at Facility has ended.

Access, attempted access, or release of Confidential Information without the right and need to know for successful completion of Program duties will be considered a breach of confidentiality. I understand that if I breach the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act. This may be grounds for immediate disciplinary action up to and including termination of my participation in the Program at Facility, and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Printed Name: ___________________________ Date: ______________________

Signature: ______________________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: August 23, 2011

Item & File No. B.11.C

Subject: Agreement for Rental of Classroom and Office Space, Indian Valley Campus
         Marin County Office of Education

Reason for Board Consideration: APPROVAL

Enclosure(s): Agreement

BACKGROUND:

The Marin County Office of Education (MCOE) rents classroom and office space at the Indian Valley Campus for its Developmentally Delayed Students Program. This agreement has been ongoing and in effect since 1990. The rent is $862.00 per month ($10,344 annually) and has remained the same since 2007. There is also a $300 annual charge to use the District’s copy machine.

The attached agreement extends the use through June 30, 2012 with an option to extend the agreement as requested by MCOE.

RECOMMENDATION:

The Superintendent/President recommends that the Board authorize staff to enter into the attached agreement with Marin County Office of Education to continue to use facilities for the Developmentally Delayed Student Program.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
This agreement is between the Marin Community College District, hereinafter referred to as “District,” and the Marin County Office of Education, hereinafter referred to as “County.”

The purpose of this Agreement is to provide classroom and office space for the educational component of County’s Developmentally Delayed Students Program.

1. This Agreement commences on July 1, 2011 and terminates on June 30, 2012.

2. District agrees to rent to County one classroom and two offices located at the Indian Valley Campus, 1800 Ignacio Boulevard, Novato, California. The room designations are Miwok 171 (access to space), 172, 173 and 174.

3. District will provide light, heat, and use of restroom facilities.

4. County may purchase up to five (5) annual staff parking permits for staff working on site. Daily parking permits are also available for purchase on an as-needed basis.

5. County will provide telephone service as desired. Telephone service may be contracted separately with District.

6. County is responsible for keeping the office spaces and classroom in a neat and clean order.

7. County is responsible directly or indirectly for supervision of students in the Developmentally Delayed Students Program, including compliance with all District policies and procedures where applicable.

8. County agrees to be responsible to repair or replace any District property damaged or destroyed as a result of County’s use.

9. It is the intent of both parties entering this Agreement that each party will be solely responsible for any negligent act or omission of its officers, agents, or employees. District shall not be liable for any personal injuries or damage to property or equipment in, on, or about the leased premises arising from any negligent act or omission of the County officers, agents, or employees. County shall not be liable for any personal injury from any negligent act or omission of District’s officers, agents, or employees.

10. County shall provided District with proof of insurance with limits of $1,000,000 minimum and an endorsement naming Marin Community College District as additional insured as respects the activities of this Agreement.
11. County agrees to pay a monthly rent of Eight Hundred and Sixty Two Dollars ($862.00) per month due on or before the fifteenth (15th) day of the month of occupancy, or paid in full for twelve (12) months at a cost of Ten Thousand Three Hundred and Forty Four Dollars ($10,344.00).

12. County agrees to pay $300 per year for copy costs.

13. Amendments to this Agreement may be made at any time with ninety (90) days advance written notice and mutual agreement of both parties.

14. If County wishes to extend this agreement, County shall provide written notice to District of desire to extend no later than April 5, 2012.

15. This Agreement may be terminated by either party at any time with ninety (90) days advance written notice. The Agreement may be terminated sooner than ninety (90) days by mutual agreement of both parties.

BY:

Maryjane Burke  
Marin County Superintendent of Schools  
Marin County Office of Education  

BY:

_____________________________  ____________________________
Maryjane Burke  Date

_____________________________
Albert J. Harrison II
Vice President, College Operations  
Marin Community College District  

July 28, 2011
# BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>August 23, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.D</td>
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<td>Subject:</td>
<td>Barnes and Noble Contract Extension</td>
<td>Enclosure(s):</td>
<td>Agreement</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
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## BACKGROUND:

The College has contracted with Barnes and Noble College Booksellers, LLC for bookstore services since July 1, 1986.

The attached agreement extends the contract through June 30, 2012.

## RECOMMENDATION:

The Superintendent/President recommends that the Board authorize staff to enter into the attached contract extension with Barnes and Noble Booksellers, LLC.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
Agreement for the Extension of the Contract
Between the
College of Marin
and
Barnes & Noble College Booksellers, LLC

The current contract between College of Marin and Barnes & Noble College Booksellers, LLC for bookstore services is hereby extended for a one-year period from July 1, 2011 through June 30, 2012 under the following conditions:

1. Percentage of Sales:
On an annualized basis, Barnes & Noble will pay College of Marin the following applicable percentage of gross sales at the Bookstore:

   - 2% of all gross sales from $0 to $1,700,000
   - 3% of all gross sales between $1,700,000 to $2,500,000
   - 4% of all gross sales over $2,500,000

(Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware, eBook readers, discounted faculty/staff sales, pass-through income, and other merchandise mutually designated as non-commissionable, etc.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e., decrease 5% or more), public legislation, other conflicting campus agreements, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Barnes & Noble, College of Marin agrees to negotiate in good faith with Barnes & Noble an appropriate reduction in the payments set forth above.

2. Capital Investment for Computer Systems:
Barnes & Noble will commit $15,000 to upgrade our point-of-sale register system at the bookstore.

3. All other terms and conditions shall remain the same.

Agreed:

College of Marin

Barnes & Noble College Booksellers, LLC

Al Harrison
Vice President, College Operations

Kimberly Otte
Vice President, Stores
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: August 23, 2011
Item & File No. B.11.E

Subject: Marin County Superintendent of Schools Product and Services Agreement & Addendum
Fiscal Monitoring Services 2011/12

Reason for Board Consideration: APPROVAL
Enclosure(s): Agreement & Addendum

BACKGROUND:

The College became fiscally accountable in July 2008. California Education Code Section 85266 states: “If at any time the county superintendent of schools or the county auditor determines that the financial management or accounting controls of the district have become inadequate, either officer may revoke approval for fiscal accountability status effective immediately.”

In order to comply with this requirement, the Marin County Superintendent of Schools has contracted with the Education Management Assistance Corporation (EdMAC) to assist the County Superintendent and the County of Marin in monitoring the College’s fiscal processes.

For the first two years, monitoring occurred almost monthly and associated costs were $10,000 annually. For 2011-12, monitoring services will be reduced to bi-monthly at an annual cost of $6,000.

The attached Product and Services Agreement defines the services provided by EdMAC to the County Superintendent and the County of Marin and the Addendum modifies the original Memorandum of Understanding of how much the College will pay for the associated monitoring costs.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to sign the attached Product and Services Agreement and the Addendum to the Memorandum of Understanding with Marin County Superintendent of Schools for fiscal monitoring services for 2011/12.

Administrator Initiating Item
Albert J. Harrison II, Vice President, College Operations
ADDENDUM TO MOU

Monitoring and Oversight Expenses of MCOE and County for the 2011-2012 School Year

1. It is agreed that there are costs associated with the required monitoring and oversight relative to the annual review process and that the State does not provide the MCOE or County with any revenue to address this statutory responsibility.

2. The cost to the College of Marin for the defined annual oversight is estimated at and not to exceed $6,000 per year.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

Marin County Superintendent of Schools

By: ____________________________

Mary Jane Burke

Date: ____________________________

College of Marin, Vice President

By: ____________________________

Albert J. Harrison II

Date: ____________________________

Revised: 6-30-11
MARIN COUNTY SUPERINTENDENT OF SCHOOLS

PRODUCT AND SERVICES AGREEMENT

This AGREEMENT is made and entered into this July 1, 2011 ("EFFECTIVE DATE"), between the Marin County Superintendent of Schools, hereinafter referred to as “County Superintendent”, and the Education Management Assistance Corporation, hereinafter referred to as “EdMAC”. The County Superintendent and the EdMAC are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

WHEREAS, the County Superintendent requests specialized services and/or advice in School Districts, Community Colleges, County Offices of Education within her county hereinafter referred to as "PRODUCTS/SERVICES" and more fully defined in Article I, Paragraph 1 of this AGREEMENT — where such PRODUCTS/SERVICES and advice are not available to the County Superintendent within her Office or other public agencies; and

WHEREAS, EdMAC is specially trained, experienced and competent to provide the PRODUCTS/SERVICES to the County Superintendent; and

WHEREAS, the PRODUCTS/SERVICES are not available within the County Office and cannot be performed satisfactorily by County Superintendent employees, or are of such a highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the County Superintendent at this time; and

WHEREAS, EdMAC has indicated willingness and commitment to provide the PRODUCTS/SERVICES to the County Superintendent on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the parties hereto agree as follows:
ARTICLE I
SCOPE OF PRODUCTS/SERVICES TO BE PROVIDED BY EdMAC

1. PRODUCTS/SERVICES TO BE PROVIDED BY EdMAC. The EdMAC shall provide the PRODUCTS/SERVICES to the County Superintendent on the terms set forth herein. EdMAC agrees to perform the following work for the Marin County Superintendent. The PRODUCTS/SERVICES shall be performed at times and places determined by the EdMAC:

   a) EdMAC shall provide specific PRODUCTS/SERVICES to the County Superintendent regarding District, Community Colleges, and County Office issues.

   b) EdMAC has the right to be the exclusive provider of the PRODUCTS/SERVICES specified herein.

   c) EdMAC shall provide a PRODUCT/SERVICE that includes:

      • Assist the County Superintendent and County of Marin with their monitoring and oversight responsibilities as described in Article III of the approved and signed Memorandum of Understanding dated June 11, 2009.

      • EdMAC will make bi-monthly (every two months) onsite visits and interviews to the College of Marin and provide a management letter to the Marin County Superintendent of Schools, County of Marin, and Marin College President.

      • A recommendation provided annually regarding Marin College’s fiscal accountable status.

      • Recommendation and bi-monthly review regarding the College of Marin’s PERS request and contract.

      • Available via e-mail and telephone to MCOE and College of Marin regarding the EdMAC services provided.
ARTICLE II
EdMAC'S REPRESENTATIONS

1. EdMAC CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. EdMAC makes the following certifications, representations, and warranties for the benefit of the County Superintendent, and EdMAC acknowledges and agrees that the County Superintendent, in deciding to engage EdMAC pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of EdMAC'S engagement hereunder:

   a) EdMAC is qualified in all respects to competently provide to the County Superintendent all of the PRODUCTS/SERVICES contemplated by this AGREEMENT and, to the extent required by any applicable laws, EdMAC has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the County Superintendent, such PRODUCTS/SERVICES as are called for hereunder.

   b) EdMAC, in providing the PRODUCTS/SERVICES and in otherwise carrying out his obligations to the County Superintendent under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and non-discrimination laws.

2. CONFLICT OF INTEREST. EdMAC warrants that EdMAC has no business or financial interests which are in conflict with EdMAC'S obligations to the County Superintendent under this AGREEMENT and further agrees to disclose any such interest which may be acquired during the term of this AGREEMENT.
ARTICLE III
TERMS AND CONDITIONS

1. PERIOD OF PERFORMANCE. This Agreement shall commence on July 1, 2011 the Effective Date, and shall terminate on June 30, 2012 ("Period of Performance"). EdMAC shall provide and complete all PRODUCTS/SERVICES within the Period of Performance.

2. REQUESTOR. The following named officer is designated as the COUNTY SUPERINTENDENT Requestor in coordinating the EdMAC'S services with the COUNTY SUPERINTENDENT and will be responsible for approving EdMAC'S invoices for payment.

Karen Maloney  Assistant Superintendent  Business Office
District's Requestor  Title  Department/Division

The COUNTY SUPERINTENDENT may, at any time during the term of this Agreement, change the person identified as the "Requestor" without notice.

3. COMPENSATION TO EdMAC.

   a) COUNTY SUPERINTENDENT agrees to pay EdMAC a flat rate of $6,000.00 for the entire year. EdMAC will invoice MCOE on a bi-monthly basis at $1,000.00 for six (6) months.

   b) COUNTY SUPERINTENDENT agrees to pay EdMAC as set forth in the Schedule of Contract Deliverables as follows:

      Arrears for satisfactorily rendered PRODUCTS/SERVICES will be made within thirty (30) days after the receipt of a "correct" invoice signed off by the REQUESTOR with the dates and hours that the EdMAC has provided PRODUCTS/SERVICES. Invoices shall be in a form acceptable to the REQUESTOR, but invoices shall include a breakdown of activities by date, time (expressed in tenths of hours, if EdMAC is compensated on an hourly rate basis), identification of the individual performing the PRODUCTS.SERVICES, and a description of the PRODUCTS/SERVICES provided during that time period. All invoices should be mailed to the REQUESTOR at the address shown below. Payment will be made via First Class U.S. mail addressed per Article VI, 2, of this AGREEMENT.

4. EXPENSES. COUNTY SUPERINTENDENT shall reimburse EdMAC for his reasonable and necessary travel expenses associated with providing PRODUCTS/SERVICES.
ARTICLE IV
TERMINATION

1. This AGREEMENT may be terminated by either party upon ten (10) days written notice to the other party.

2. In the event of a termination or notice to cease provision of services by COUNTY SUPERINTENDENT, the COUNTY SUPERINTENDENT shall pay the EdMAC for all PRODUCTS/SERVICES performed and all authorized expenses incurred under this AGREEMENT, supported by documentary evidence, and expense reports up until the date of the termination or notice to cease provision of services.

3. Without invalidating the AGREEMENT, the COUNTY SUPERINTENDENT may at any time order the EdMAC to suspend all or a portion of the PRODUCTS/SERVICES required under this AGREEMENT. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the COUNTY SUPERINTENDENT.

ARTICLE V
DEFENSE AND INDEMNITY

1. COUNTY SUPERINTENDENT shall provide legal defense to EdMAC, and each and all of its officers, employees, agents, and consultants, with respect to any and all claims or actions (other than those based solely on alleged intentionally wrongful, malicious or corrupt acts or omissions of EdMAC) initiated by third parties and arising directly from any activity within the scope of work under this agreement. Furthermore, if a judgment is awarded against EdMAC or any of its officers, employees, agents, or consultants, or a claim or action is settled, COUNTY SUPERINTENDENT shall indemnify EdMAC, its officers, employees, agents, and consultants for any damages or losses incurred by any third parties, other than damages or losses resulting solely from any intentionally wrongful, malicious or corrupt acts or omissions of EdMAC. To invoke the protections of this paragraph, EdMAC shall deliver a copy of any summons or other papers with which it is served, as well as a request for representation, to the COUNTY SUPERINTENDENT within five business days of being served. EdMAC and all of its officers, employees, agents, and consultants shall also cooperate fully with COUNTY SUPERINTENDENT'S attorney in the defense of the matter, the defense of any related action against COUNTY SUPERINTENDENT, and in the prosecution of an appeal, if any.
ARTICLE VI
MISCELLANEOUS

1. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any CONSULTANT providing school site administrative or similar services may have any contact with any under age pupils (younger than 18 years of age), those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the COUNTY SUPERINTENDENT determines that more than limited contact with students will occur during the performance of these services by EdMAC, EdMAC will not perform PRODUCTS/SERVICES until all employees providing PRODUCTS/SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to COUNTY SUPERINTENDENT.

   a) COUNTY SUPERINTENDENT has determined that EdMAC'S services will not result in contact with under age pupils. If contact will be made, EdMAC will obtain fingerprinting clearance for all employees before PRODUCTS/SERVICES can begin and EdMAC will provide a list to the COUNTY SUPERINTENDENT of all employees cleared by DOJ who will provide services under this Agreement. Failure to provide such written certification within sixty (60) days of execution of this Agreement will result in immediate termination of this Agreement.

2. NOTICES. All notices required to be delivered under this AGREEMENT to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

TO COUNTY SUPERINTENDENT: Marin County Office of Education
                               1111 Las Gallinas Ave
                               San Rafael, CA 94903
                               Phone: 415-472-4110
                               Attention: Karen Maloney

TO EdMAC:                     Education Management Assistance Corporation
                                210 Chapman Lane
                                Petaluma, California 94952
                                Phone: 707-762-0442
3. **LEGAL STATUS.** EdMAC, in the performance of this AGREEMENT, shall be and act as an independent contractor. EdMAC understands and agrees that EdMAC and all of EdMAC’s employees shall not be considered officers, employees or agents of the COUNTY SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of the COUNTY SUPERINTENDENT and/or to which COUNTY SUPERINTENDENT’S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. EdMAC assumes the full responsibility for the acts and/or omissions of EdMAC’s employees or agents as they relate to the PRODUCTS/SERVICES to be provided under this AGREEMENT. EdMAC shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective EdMAC’s employees.

The parties stipulate that EdMAC is not being retained to perform academic work for COUNTY SUPERINTENDENT and will not be performing any duties under this agreement that require qualification as an academic administrator or any service as an employee of the COUNTY SUPERINTENDENT. It is specifically not the intent or expectation of the parties that Consultant will be performing “creditable service” under this Agreement for purposes of STRS, as defined in Education Code Section 22119.5.

Under the provisions of Internal Revenue Services and Franchise Tax Board regulations, the COUNTY SUPERINTENDENT is required to obtain the EdMAC’S Social Security Number (SSN) or Tax Identification Number (TIN) as appropriate, and to file Information Returns for payment made by the COUNTY SUPERINTENDENT on Form 1099-NEC on a calendar year basis.

The EdMAC’S copy of Form 1099-NEC will be mailed to the address shown in Article VI, 2, of this Agreement. EdMAC’S status is that of an individual consultant and his TIN is: 51-0644406

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the COUNTY SUPERINTENDENT or EdMAC.

4. The COUNTY SUPERINTENDENT and EdMAC, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. EdMAC shall not assign this AGREEMENT.

5. This AGREEMENT shall be governed by the laws of the State of California.
6. This AGREEMENT represents the entire AGREEMENT between the COUNTY SUPERINTENDENT and EdMAC and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the COUNTY SUPERINTENDNET and the EdMAC.

7. Time is of the essence with respect to all provisions of this AGREEMENT.

8. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

EDUCATION MANAGEMENT ASSISTANCE CORPORATION

By: Thomas E. Henry
Date: 6-28-11

MARIN COUNTY SUPERINTENDENT

By: Mary Jo Bond
Date: 6/28/11

COLLEGE OF MARIN

By: _________________________
Date: _________________________
BOARD AGENDA ITEM

To:      Board of Trustees  
From:    Superintendent/President  
Date:    August 23, 2011  
Item & File No. B.11.F  
Subject: Reject Application for Permission to Present a Late Claim – Elaina Perez  
Reason for Board Consideration: APPROVAL  
Enclosure(s):  

BACKGROUND:

On June 28, 2011, the Board of Trustees acted to reject a claim filed by Elaina Perez as late. Ms. Perez has submitted an application for permission to present a late claim on July 19, 2011.

Keenan and Associates recommends that the Board reject Ms. Perez’s application for permission to present a late claim.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees reject the application for permission to file a late claim by Elaina Perez.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
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<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>August 23, 2011</th>
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<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.G</td>
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<td>Subject:</td>
<td>Reject Tort Claim – Anne Hanly</td>
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<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
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**BACKGROUND:**

The District has received a tort claim on behalf of Anne Hanly. Keenan and Associates recommends that the Board reject the claim.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees reject the claim submitted on behalf of Anne Hanly.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
BACKGROUND:

The District is required to submit to the State Chancellor’s Office a five-year Construction Plan for continuing projects, and for projects that would be first considered for funding in 2013-2017. The Board, in turn, is required to approve the submission, with a promise to fulfill the list of project terms and conditions.

The District currently has no State funded capital outlay projects pending, and is submitting with this plan no new Initial Project Proposal or Final Project Proposal for State funding.

The Board is asked at this time to approve the submission of the five-year Construction Plan. The signature page is attached herein; the entire five-year plan will be available for Board review upon request.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve submittal of the 2013-2017 Five-Year Construction Plan.
2013-17 FIVE YEAR CONSTRUCTION PLAN
(2013-14 FIRST FUNDING YEAR)

Marin CCD

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed

David Wain Coon
(Chief Executive Officer)

Title
Superintendent/President

Date 8/15/2011

Contact Person Al Harrison

Telephone (415) 457-8811

Date Received at
Chancellor’s Office

Chancellor’s Office
reviewed by

Notice of Approval
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MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

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<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>August 23, 2011</th>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.H.2</td>
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| Subject:  | Approve New Professional Services Agreement for FF&E Consulting Services  
Science Math Central Plant Increment 2&3 Site Development & Building (305A;  
Performing Arts Building Modernization (306A); Child Study Center (303C)  
Radixos |
| Reason for Board Consideration: | ACTION - APPROVAL | Enclosure(s): | None |

BACKGROUND:

Furniture, Fixtures & Equipment (FF&E) consulting services are required for the Science Math Central Plant Increment 2&3 Site development & Building Project (305A), the Performing Arts Building Modernization Project (306A) and the Child Study Center Project (303C).

The FF&E consultant will assist in planning and coordination for the development of furniture layouts and infrastructure requirements, procurement strategies and specifications, schedules, submittals, installation coordination, and assist in procurement for FFE items. In addition, the consultant will assist in updating of the District-wide FF&E standards, working with the District and coordinating the needs of various User Groups, including M and O, IT, and other interested parties.

Requests for Proposal were solicited from three (3) firms as follows:

1. Radixos;
2. KRJ Design Group; and
3. Dovetail DCI.

After a careful and thorough review of the three submittals and interviews with the three teams, Radixos is recommended as the FFE consultant for the aforementioned projects.

FISCAL IMPACT:

This new agreement for design services will be paid from Measure C Bond funds from the project specific budgets, in the total amount of $ 247,170. Negotiations continue and a final agreement for service will be brought to the Board for ratification at the first scheduled meeting following execution of the agreement.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve a new agreement for design services with Radixos for FFE consulting services for the Science Math Central Plant Increment 2&3 Site Development & Building Project (305A), the Performing Arts Building Modernization Project (306A) and the Child Study Center Project (303C) in the amount of $ 247,170.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: PA & FA Relocation Project (850) PA Swing Performance Tent Resolution Declaring Non-School Building for Instructional Purposes
Reason for Board Consideration:

ACTION - APPROVAL

Date: August 23, 2011
Item & File No. B.11.H.3

Enclosure(s):

Resolution No. 8/23/11 B.11.H.3

BACKGROUND:
The Division of the State Architect (DSA) has requested that the Board of Trustees adopt a resolution declaring the following:

Resolution No. 8/23/11 B.11.H.3 declaring the 7,800 square foot performance tent as a non-school building for instructional purposes.

This resolution was prepared in consultation with legal counsel.

FISCAL IMPACT:
None.

RECOMMENDATION:
The Superintendent/President recommends that the Board adopt Resolution No. 8/23/11 B.11.H.3, declaring the temporary performance tent on the Kentfield campus a “non-school building for instructional purposes.”

Administrator Initiating Item
Laura McCarty
Director of Modernization

Administrator Approving Item
David Wain Coon, Ed. D.
Superintendent / President
BEFORE THE BOARD OF TRUSTEES
OF THE
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 8/23/11 B.11.H.3

Declaring the 7,800 square foot performance tent for the Performing Arts, “a swing space facility for temporary use as a “non-school building for instructional purposes.”

WHEREAS, the purpose of the Field Act, which is outlined in the Education Code (“Code”), Title 1, Division 1, Part 10.5, Chapter 3, Article 3, (commencing with Section 17280) and Article 6 (commencing with Section 17365), and Title 3, Division 5, Part 49, Chapter 1, Article 3 (commencing with Section 81050) and Article 7 (commencing with Section 81130) of Part 49, is to protect the safety of students and school-based staff; and

WHEREAS, the Uniform Building Code, 24 Cal. Code of Regulations, sections 4-314 and 4-315, adopted under the authority of Education Code section 81142 found in the Field Act, state that buildings or structures of a temporary nature may be utilized by the Governing Board for a period of up to three years for instructional use on its own responsibility without first submitting plans and specifications to Division of State Architect (DSA), but such buildings or structures shall not be used for classroom purposes beyond three years; and

WHEREAS, the Code does not require DSA approval for such temporary buildings or structures, but does state that the Governing Board assumes responsibility for employing appropriately licensed architects and/or registered engineers to prepare the plans and specifications and for adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 Code of California Regulations (CCR), as adopted by the Building Standards Commission; and

WHEREAS, the Code requires that a resolution be passed by the Governing Board stating that the exempt temporary building or structure shall not be used for classroom purposes and that no pupils or teachers, as such, will be required to use the said building for classroom purposes or be subjected to a hazard resulting from its collapse beyond three years of use; and

WHEREAS, the 7,800 SF performance tent for the Performing Arts temporary swing space facility is a performance tent facility located in an area separated from other school buildings, which is not to be used or entered by pupils or teachers for instructional purposes beyond three years; and

WHEREAS, the 7,800 SF performance tent for the Performing Arts temporary swing space facility located at College of Marin, Kentfield Campus, Kentfield, California will not be certified by the Division of State Architect; and
NOW THEREFORE, BE IT RESOLVED that design and construction of the 7,800 SF performance tent for the Performing Arts temporary swing space include the employment of appropriately licensed architects and registered engineers to prepare the plans and specifications and for adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 CCR, as adopted by the Building Standards Commission, but does not require Division of State Architecture approval of such plans and specifications and that the site shall be marked appropriately to indicate such a design process and posted by signage in accordance with law.

PASSED AND ADOPTED on August 23, 2011, by the following vote of the Board of Trustees of the Marin Community College District of the County of Marin, State of California.

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Governing Board of Trustees

ATTEST:

_____________________
Secretary
Board of Trustees
Marin Community College District
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Raemond Bergstrom-Wood, Student Member
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM  
To: Board of Trustees  
From: Superintendent/President  
Date: August 23, 2011  
Item & File No. B.11.H.4
Subject: MEP Supplemental Project (308B-402A-407B-417A)  
Authorize Award of Construction Contract

Reason for Board Consideration: 

Enclosure(s): None

BACKGROUND
On March 15, 2011, the Board of Trustees pre-authorized the award of a construction contract for the MEP Supplemental Project (308B-402A-407B-417A) to the lowest responsive, responsible bidder. The scope of work involves four (4) separate projects on both campuses: the Diamond PE Center; Transportation Technology Complex; Main Building and Power Plant #1, all of which require additional HVAC work and electrical modifications. In accordance with Public Contract Code, the work was publicly bid. However, the low bid was above the engineer’s estimate.

Following District standard bid procedures for all Bond projects, the project was advertised twice and additional outreach was performed to 5 qualified local construction companies. Three (3) construction companies were represented at the mandatory pre-bid walk. One (1) company submitted a bid for the work.

The Board of Trustees is now asked to authorize award of a construction contract to the responsive responsible bidder, Trahan Mechanical. The contract will be brought to the Board for ratification at the first scheduled meeting following execution of the contract.

FISCAL IMPACT
The lowest responsive responsible bid was in the amount of $378,500.

The March 15, 2011 approved Board request was based on a construction cost estimate of $300,000. This was partly based upon installation of independently controlled cooling units for three (3) classrooms. Subsequent to March 15, 2011 Board approval; the District requested that the units connect directly to the District’s central energy management controls system. This resulted in an increase in equipment and installation costs.

The bid also includes two (2) alternates for a fence at the retention ponds at Parking Lot #1 on the Indian Valley Campus as follows:

| Alternate #1: Chain link fence | $23,454 |
| Alternate #2: Additional chain link vehicular access gate | $ 2,300 |

At this time the recommendation is to accept Alternates 1 & 2 and move forward with the award of the construction contract to Trahan Mechanical. Although Trahan Mechanical was the only bid submitted, no bid protests were received. Trahan Mechanical performed the original work in the Diamond PE Center and in the Transportation Technology Complex. The contractor is qualified to perform the additional scope of work.

Total fiscal impact: $404,254
The contract will be paid from bond funds budgeted for the MEP Supplemental Project (308B-402A-407B-417A).

RECOMMENDATION
The Superintendent/President recommends that the Board authorize award of a construction contract for the MEP Supplemental Project (308B-402A-407B-417A) to Trahan Mechanical, the lowest responsive responsible bidder in the amount of $404,254.

Administrator Initiating Item  
Laura McCarty  
Director of Modernization

Administrator Approving Item  
David Wain Coon, Ed. D.  
Superintendent / President
BACKGROUND

At the April 19, 2011 Board meeting the College of Marin PE Track Renovation Project (308G) was approved and funded. The subsurface of the track was bid publicly and a contract was awarded to O.C. Jones for the subsurface work. The running surface will be procured and installed utilizing the District’s “California Multiple Award Schedules” (CMAS) purchasing agreement.

The previous Board authorization included the utilization of a CMAS contract to purchase and install the “Mondo” track surface. However, now that bids have been received and a more accurate budget can be determined, the District recommends that the Board authorize the use of either “polyurethane” or “Mondo” surface. The polyurethane surface has a longer warranty period and allows the District to include field events in the base scope of work, thus providing an opportunity for the athletic department to hold sanctioned track meets at the College.

The final CMAS contract will be brought to the Board for ratification at the first scheduled meeting following execution of the contract.

FISCAL IMPACT

The project budget is currently $1,250,000. The CMAS contract in either Polyurethane or Mondo will be paid from bond funds budgeted for the PE Track Renovation Project (308G).

RECOMMENDATION

The Superintendent/President recommends that the Board pre-authorize the award of a CMAS contract for the track running surface in either Polyurethane or Mondo for the PE Track Renovation Project (308G).
THE COM TRACK – WHICH SURFACE IS MOST APPROPRIATE?
August 4, 2011

1. **Problem Statement:** What is the most appropriate track running surface to meet the needs of the District’s Athletic Department given the following parameters:
   a. The construction budget is $1,095,000
   b. The final result should allow the College to hold full athletic competitions
   c. Long term maintenance money may not be available so the total lifecycle cost and warranty period should be factored in to the decision
   d. The track will be open to the public and enforcement of track rules, equipment and usage will be minimal

2. **Background:** The board approved a “Mondo” track surface of with a total project budget of $1,250,000 and a construction budget of $1,095,000. Bids were received for sub-grade work and the Notice of Award was provided to O.C. Jones and Sons, General Contractors. The bid included a number of alternates, which are available to the District. A decision to confirm the overall scope of work is requested. This decision is affected by the material selected as the running surface and whether the College would like to hold sanctioned track meets.
   a. Strictly speaking, the Mondo track surface is within budget, but Field events will not be included and the College cannot hold sanctioned track meets. The warranty period for Mondo is 5 years, with an expected lifespan of 15 – 25 years.

   *Local example of a Mondo track surface: San Mateo Community College District.*

   b. An alternative track surface of Poured Polyurethane will include “field” events (thus allowing the District to hold sanctioned track meets). The warranty period for Poured Polyurethane is 8 years, with an expected lifespan of 10 – 15 years.

   *Examples of Poured Polyurethane track surface: University of Oregon, Cal State University Stanislaus, Moorpark College, Monterey Peninsula College, Yuba College, Santa Barbara City College, Santa Monica Community College.*

   c. A second alternative track surface is a Polyurethane “sandwich” which will include “field” events as well as (most of) the bleachers. The warranty period for Sandwich Polyurethane is 5 years, with an expected lifespan of 10 – 15 years.

   *Examples of Sandwich Polyurethane track surface: Cal State University East Bay, Diablo Valley College, Contra Costa College, Tamalpais High School in Mill Valley.*

3. **Summary:** Unless the construction and project budgets are increased, the District should consider the “Poured Polyurethane” (option B, below) for the following reasons:
a. The Poured Poly product allows for more features within the previously approved budget, to the point where the District can sponsor a sanctioned track meet.

b. The 8 year warranty period for the Poured Polyurethane exceeds the warranty period for the Mondo and the Polyurethane "sandwich" product.

c. According to the Design Team, the Mondo product can produce faster running times, but the Poured Poly product is more common at the Community College level. Routine maintenance is essentially the same for each product, but repairs are easier with the Poly product.

d. Without restricting access to the track, it is not practical to keep bicycles, dogs and skateboards off of the track surface without a much higher fence and likely, more patrols. It is also not practical for the District to insure that track users wear the special track shoe "spikes" that are recommended for the Mondo surface.

4. Cost Analysis Grid:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Construction Cost</th>
<th>Scope of work included</th>
<th>Expected Life</th>
<th>Warranty</th>
<th>Total lifecycle cost after 25 years*</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Mondo</td>
<td>$1,020,000</td>
<td>Track surface replacement only</td>
<td>15 – 25 years</td>
<td>5 years</td>
<td>$1,082,250, replace by year 25</td>
</tr>
<tr>
<td>B. Poly pour</td>
<td>$1,028,000</td>
<td>Track surface replacement and field events</td>
<td>10 – 15 years</td>
<td>8 years</td>
<td>$936,000, will require two re-tops by year 25</td>
</tr>
<tr>
<td>C. Poly sandwich</td>
<td>$1,105,000</td>
<td>Track surface replacement, field events and (most) bleachers</td>
<td>10 – 15 years</td>
<td>5 years</td>
<td>$819,000, will require two re-tops by year 25</td>
</tr>
</tbody>
</table>

5. Additional Information (items a – d are optional configurations that require additional funding):

a. Add field events to item A (Mondo), above: $1,256,000 ($162,000 premium above budget).

b. Add field events and bleachers to item A (Mondo), above: $1,427,000 ($333,000 premium above budget).

c. Add D-Zone field events to item B (Poured Poly), above: $1,361,000 ($266,000 premium above budget).
d. *Add bleachers to item B (Poured Poly), above: $1,247,000 ($153,000 premium above budget).*

e. *The lifecycle cost for each product is based on an 8 lane track and full D-Zone (similar, but not exactly the same as the COM proposal). Mondo is considered a “faster” surface, but also requires more diligence to maintain.*

i. For Mondo, replacement will be required in full, sometime between year 15 and 25, assuming that the wear and tear is “normal” (based on observation, the COM track gets “above normal” use).

ii. For Poured Poly, two re-tops are required within the 25 year span.

iii. Replacement and re-tops will require funding from the District’s operating budget.
BACKGROUND:
On July 22, 2009, Jeff Luchetti Construction, Inc. was selected to provide General Contracting services for the New Fine Arts Building Project (306C). The project opened in the spring semester of 2011. Due to the nature of the equipment and fine tuning of certain items at the request of the faculty, additional scope was required to be installed by the contractor. The scope of work included additional lighting and kiln/foundry operating improvements, a gas pressure booster and two minor improvements to the irrigation and sprinkler systems.

Change Order 17 is the final change order for New Fine Arts Building Project.

<table>
<thead>
<tr>
<th>Total Compensation</th>
<th>$80,014.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Time extension</td>
<td>397 calendar days</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:
The total amount of this contract to date is as follows and will be paid from Measure C bond funds:

Original Contract Amt: $12,514,678.00
New Fine Arts Building Project (306C)
$8,145.00 Change Order 1 (0.07% of original contract value)
$10,928.28 Change Order 2 (0.15% of original contract value)
$10,772.00 Change Order 3 (0.24% of original contract value)
$12,337.00 Change Order 4 (0.34% of original contract value)
$43,505.00 Change Order 5 (0.68% of original contract value)
$148,652.00 Change Order 6 (1.87% of original contract value)
$27,982.00 Change Order 7 (2.10% of original contract value)
$37,187.00 Change Order 8 (2.39% of original contract value)
$112,669.19 Change Order 9 (3.29% of original contract value)
$133,690.00 Change Order 10 (4.36% of original contract value)
$342,419.00 Change Order 11 (7.10% of original contract value)
$64,817.27 Change Order 12 (7.62% of original contract value)
$90,138.00 Change Order 13 (8.34% of original contract value)
$171,228.00 Change Order 14 (9.70% of original contract value)
$24,212.00 Change Order 15 (9.90% of original contract value)
$7,719.00 Change Order 16 (9.96% of original contract value)
$80,014.00 Change Order 17 (10.60% of original contract value)

Total Contract Amount $ 13,841,092.74  Change Orders to date equal 10.60%.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve Change Order 17 to Jeff Luchetti Construction, Inc. in the amount of $ 80,014.00 and Resolution 8/23/11 B.11.H.6 attesting that the District will not benefit from bidding the work separately for the work for the New Fine Arts Building Project (306C).
MARIN COMMUNITY COLLEGE DISTRICT
MEASURE C BOND PROGRAM

RESOLUTION 8/23/11 B.11.H.6 FOR APPROVAL OF CHANGE ORDER NO. 17
TO THE EXISTING CONTRACT WITH
Jeff Luchetti Construction, Inc.
FOR
New Fine Arts Building Project (306C)

WHEREAS, Marin Community College District (the “District”) previously awarded a contract for work for the New Fine Arts Building (the “Project”) to Jeff Luchetti Construction, Inc.; and

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the “Change Order”); and

WHEREAS, the Change Order provides for the work set forth in Exhibit “A,” and

WHEREAS, the total cost for the Change Order is $80,014.00 and exceeds the limitations set forth in Public Contracts Code Section 20659; and

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor; and

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor; and

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor; and

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do
not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Marin Community College District makes the following findings:

1. That the above recitals are true and correct.

2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.

3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Marin Community College District, on August 23, 2011.

AYES:____________________________________

NOES:____________________________________

ABSENT:__________________________________

ABSTAIN:________________________________

President, Governing Board

I, David Wain Coon, Secretary of the Governing Board of the Marin Community College District, State of California, do hereby certify that the foregoing resolution was duly adopted by the said Board at a regular meeting held August 23, 2011.

Secretary, Governing Board
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Raemon Bergstrom-Wood, Student Member
**PROJECT:** Fine Arts Project  
**CONTRACTOR:** Jeff Luchetti Construction, Inc.  
**OWNER:** Marin Community College District  
**ARCHITECT:** Macey Wong Doan Logan Architects  

**EFFECTIVE ONLY WHEN SIGNED BY OWNER**

<table>
<thead>
<tr>
<th>C.O.</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOT Approval Date:</td>
<td>8/23/2011</td>
</tr>
<tr>
<td>DSA File #:</td>
<td>21-C1</td>
</tr>
<tr>
<td>DSA Application #:</td>
<td>01-110105</td>
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</table>

**To:**  
You are directed to make the following Changes in this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Changed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC0 265</td>
<td>Credit for substrate deficiency as of 09/15/11 beyond tolerances specified.</td>
<td>Reason: Owner Initiated change</td>
</tr>
<tr>
<td>PC0 265 Install gas boiler in jeweler, provide trench regulator at p spsi. bodo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PC0 265 Furnish &amp; Install new roofing over kiln &amp; foundry metal shed area.</td>
<td>Reason: Owner Initiated change</td>
<td></td>
</tr>
<tr>
<td>PC0 267 Furnish &amp; install additional lighting per PR070</td>
<td>Reason: Owner Initiated change</td>
<td></td>
</tr>
<tr>
<td>PC0 268 1 Provide engineered, stamped calculations for awning at kiln &amp; foundry areas</td>
<td>Reason: Owner Initiated change</td>
<td></td>
</tr>
<tr>
<td>PC0 269 1 Remove sprinkler head in storage area</td>
<td>Reason: Owner Initiated change</td>
<td></td>
</tr>
<tr>
<td>PC0 280 Splice and plugging irrigation line at Circle Drive</td>
<td>Reason: Unresoned</td>
<td></td>
</tr>
</tbody>
</table>

**SURTOTAL:** $80,014.00  
**TOTAL:** $80,014.00

**AGREEMENT**
When this Change Order is signed by all parties, it constitutes their agreement:

- That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and
- That all the Terms and Conditions of the Contract, except as modified by this and any previous change, shall remain in full force and effect and apply to the work as changed.

**CONTRACT VALUE ADJUSTMENT**

| Original Contract Price: | $12,514,678.80 |
| Net Change By Previously Authorized Change Order: | $1,228,208.24 |
| Contract Price Prior To This Change Order: | $13,742,887.04 |
| Contract Price Will Be: | $13,841,092.74 |
| TIME ADJUSTMENT | |
| Contract Time Will Be: | |

**AGREED BY CONTRACTOR**  
Jeff Luchetti Construction, Inc.

**APPROVED BY ARCHITECT/ENGINEER**  
Macey Wong Doan Logan Architects

**ISSUED BY PROJECT MANAGER**  
Swinerton Management & Consulting

**RECOMMENDED BY PROGRAM MANAGER**  
Marin Community College District

**APPROVED BY OWNER**  
Marin Community College District

**AUTHORIZED BY OWNER**  
Marin Community College District

**Distribution:**  
Owner  Consultant  Contractor  C.O. File  Other
BACKGROUND:

General Compensation and Benefit Increase:

2011/12
Effective July 1, 2011, the salary schedule shall be increased by 1.5%.

The District’s maximum contributions for medical coverage for 2011/2012 shall be the Kaiser Family rate at the dollar amount set by the carrier at new $20 co-pay plans. The new $20 co-pay plans shall be implemented within 60 calendar days of Board approval, with no retroactivity. The District will pay the full cost for dental and vision insurance programs for the 2011/2012 rates set by the carrier.

BUDGET IMPLICATIONS

The approximate cost for the 1.5% salary increase for fiscal year 2011/2012 is $72,000, which includes salary and salary-related benefits. The approximate cost of the modified medical plans and increased district contributions is approximately $65,000, based on the current medical insurance rates.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the salary schedule increase and benefit increase/modification for the management, confidential, and supervisory groups.

Administrator Initiating Item
Linda Beam, Executive Dean, Human Resources and Labor Relations
**Background:**

The Collective Bargaining Agreement with the Service Employees International Union (SEIU) Local 1021, expired June 30, 2008. A new 3 year contract has been negotiated and was ratified in July 2011 by the SEIU membership.

**2008/2009 and 2009/2010:** No change to the contract, salary, or district health care contributions.

**General Compensation and Benefit Increase:**

**2010/2011**
Effective April 1, 2011, the salary schedule shall be increased by 1%, with no retroactivity prior to April 1, 2011. All employees to receive 0.5% one-time, “off schedule” payment on 6/30/11 base salary.

**2011/2012**
Effective July 1, 2011, salary schedule shall be increased by .5%. Effective July 1, 2011, increase the Police Sergeant classification by 10%.

**2012/2013**
Subject to reopener.

The District’s maximum contributions for medical coverage for 2011/2012 shall be the Kaiser Family rate at the dollar amount set by the carrier at new $20 co-pay plans. The new $20 co-pay plans shall be implemented within 60 calendar days from ratification, with no retroactivity. 2012/2013 benefit contributions contingent upon contract reopener. The District will pay the full cost for dental, and vision insurance programs for the 2010/2011, 2011/2012, and 2012/2013 rates set by the carrier.

Increase in police office uniform expenses from $600 to $900 per year.

**Budget Implications**

The approximate cost for the 1% salary increase for fiscal year 2010/2011 is $24,600, which includes salary and salary-related benefits and no cost for health and welfare benefits.

The approximate cost for the .5% salary increase and Police Sergeant classification increase for fiscal year 2011/2012 is $62,900, which includes salary and salary-related benefits, and $54,705 for health and welfare benefits. Increase in uniform cost is approximately $2,100.

**Recommendation:**
The Superintendent/President recommends that the Board of Trustees ratify the contract agreement with SEIU.

**Administrator Initiating Item:**
Linda Beam, Executive Dean, Human Resources and Labor Relations
Marin Community College District and SEIU Local 1021

Total Tentative Agreement
July 7, 2011

The District and SEIU Local 1021 agree to the following:

**ARTICLE 8: SALARY**

A. Effective on the date of execution of this Agreement the contract for years 2008-2009 and 2009-2010 are settled and shall, except as otherwise provided herein, remain unchanged.

**2010-2011**
Effective April 1, 2011, the salary schedule shall be increased by 1%.

All employees shall receive a 0.5% “off-schedule” payment based on their one-year base salary for the year ending June 30, 2011.

**2011/2012**
Effective July 1, 2011, the salary schedule shall be increased by 0.5%.

The Police Sergeant position shall be increased by 10% on the salary schedule effective July 1, 2011.

**2012/2013**
To be determined by negotiations as provided for in reopeners.

B.

2. Employees hired after July 1, 2011, increases to be effective on the first of the month following the employee’s anniversary date.

4. Employees hired after July 1, 2011, increases to be effective on the first of the month following the employee’s anniversary date.

**Article 9: Worker Expense and Materials**

C. The District will maintain a separate account for replacement and maintenance of authorized uniforms and equipment maintenance within the police department budget effective each fiscal year. Effective July 1, 2011, the police officer classification shall be given a uniform allowance of $900 per year to be paid in
two equal installments of $450 in January and July of each year. Reimbursement will be made based on a single submission each fiscal year from each officer with receipts attached to the District form titled "Claims for Reimbursement", not to exceed $600.00 per year per officer. Claims must be submitted no later than June 30th of each fiscal year.

Article 10: Fringe Benefits

A. District Contributions

1. The District shall pay the full cost of medical insurance programs at the dollar amount set for 2011/2012. The District's maximum contribution for medical insurance coverage shall be the Kaiser Family Rate at the dollar amount set by the carrier for that year. The co-pay for all Kaiser and HealthNet plans shall be $20 and shall be implemented within 60 calendar days following the ratification of the Tentative Agreement.

EPMC

Within 90 days of ratification, the District and SEIU agree to research the cost and implementation process of the Employer-Paid Member Contribution (EPMC) program, with the agreement that all costs associated will be borne by the employee.

Article 31: TERM

This Agreement shall be in effect from July 1, 2010 through June 30, 2013.

For contract year 2012-2013 the parties may, upon the request of either party, reopen the contract negotiations on Article 8 - Salary, Article 10 - Fringe Benefits, and one additional article. Initial proposals to be sunshined no later than 90 days prior to June 30, 2012.

******************

All prior tentative agreements as of July 7, 2011 shall be included in this total tentative agreement. All other outstanding proposals by the District and SEIU are dropped.
For the District:

Bret Widl 7/7/11
Lydia Team
Margaret Hozals

For SEIU:

Kader Krater
Max Elkstein
Bob Cubin

Delphy Cj
John D. Adams
ALL OTHER TENTATIVE AGREEMENTS

ARTICLE 3: NOTIFICATION TO NEW EMPLOYEES

At the time a new employee is hired who will be subject to this Agreement, the District shall deliver to the employee a copy of this Agreement in recognition of the Union as the exclusive bargaining agent and for the employee’s information. The District shall supply the Union with the names, addresses and classifications of work of new bargaining unit employees and the names of bargaining unit employees terminated on a monthly basis. This information shall be supplied to the Union by the District unless an employee requests in writing that such information be withheld. The Union shall provide the Human Resources Department—Personnel—Office with a sufficient number of copies (to be determined by the Human Resources Department—Personnel—Office) of this Agreement for new employees. (TA 12-18-09)

ARTICLE 6: EVALUATION

C. Permanent employees shall be evaluated formally at least once per year.

D. The evaluation form shall provide for the following:
   1. Notification of lack of performance and an explanation of what is expected. (TA 01-28-10)
   2. Such notice shall contain specification of the areas needing improvement.
   3. The employee shall be given an opportunity to read and sign the evaluation. Signing of the notice by the employee shall not necessarily be considered agreement with the evaluation, but rather an acknowledgment of receipt of the evaluation.
   4. The affected employee shall have the right to submit a written objection to the evaluation.

ARTICLE 7: HOURS AND OVERTIME

A. Seven and one-half (7 ½) hours within not more than eight (8) hours or seven and one-half (7 ½) hours within not more than eight and one-half (8 ½) consecutive hours shall constitute a day’s work, depending on whether the employee is assigned a one-half (½) hour or one (1) hour lunch.

The District will provide unit members with an uninterrupted lunch break unless an emergency occurs that in the opinion of management requires an
immediate response. In such cases the unit member will be allowed to resume a lunch break when the required work is completed.

A workweek shall consist of thirty-seven and one-half (37 ½) hours divided into five consecutive working days with two (2) consecutive days off. The general workweek shall be Monday through Friday, with the exception of current classifications on a different schedule.

A standard workday shift is between 6:30 am and 4:00 pm. Work schedules adjusted by mutual agreement as provided in Article 7(A) (3) remain in effect unless mutually changed. The purpose of this standard work shift applicable to Article 8(A) 3, Salary Shift Differential.

Shifts shall remain as currently practiced except as follows:

1. Management may change the starting or quitting time of any shift not more than two (2) hours in any direction after consultation with the Union and the affected employee(s).
2. Management may change the starting or quitting time of any shift in case of emergency. "Emergency" as used in this Article shall mean an out of the ordinary or non-routine event which is not anticipated and cannot be performed during a normal work shift, and which would prevent/interfere with the normal functioning of the District. Management may not mandate an employee to change their shift, or work past their shift, to compensate for a problem which is not an emergency. (TA 03-25-10)

3. Management may agree with individuals as to any other shift time. Any employee or supervisor/manager may propose and agree on a change of work schedule, either hours, days or both.

Management may change the shift of any vacant position, including new positions.

B. Except as otherwise provided herein, all authorized overtime hours as defined in this Article shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee. Overtime is defined as any time worked in excess of seven and one-half (7 ½) hours in any one (1) day or in any one (1) shift or in excess of thirty-seven and one-half (37 ½) hours in any workweek. All hours worked on the sixth (6th) and seventh (7th) days shall be compensated at time and one-half, assuming employees so compensated have an average regular work day of four (4) hours or more.

Overtime offered to the employees shall be compensated by cash or accrued as compensatory time off, as selected by the employee, as long as cash is available for overtime as determined by the District. Overtime earned by employees shall be compensated in cash. Compensatory time
shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned. Employees, other than sworn police personnel, may accrue up to 50 hours per fiscal year as compensatory time. Sworn police personnel may accrue up to 120 hours per fiscal year. Any compensatory time accrued beyond these amounts shall require the written approval of the employee’s Department Manager. If the employee is not permitted to use the compensatory time within the twelve (12) month period, then the employee shall be paid for it. (TA 03-25-10)

The District shall establish a seniority list by classification. Whenever possible, supervisors shall assign overtime by rotating the list, giving preference to employees regularly assigned to the site where the overtime work is available. The District will make reasonable efforts to equitably distribute overtime.

For football games, management will assign a minimum overtime of three (3) hours for a Gardener and three (3) hours for a Custodian, notwithstanding the call back provisions of this Agreement.

For special events such as basketball tournaments, theater activities and political events where tickets are sold, a fee charged to the event sponsor or generates a large number of attendees and/or which contribute to an increased workload for custodians or gardeners, if management decides to assign overtime, it will assign a minimum overtime of three (3) hours for a custodian and/or three (3) hours for a gardener. Management will attempt to provide as much notice of the need for overtime as is reasonably possible to affected employees and to the appropriate shop steward.

For all College and non-college events sworn police officers may be assigned at the discretion of the management. Consideration for these assignments should include the number of participants and the type of event.

ARTICLE 8: SALARY

A. Salary Schedule

1. The salary schedule provides 5% between steps. The salary schedule is set forth below.

The salary schedule shall have longevity steps equal to W=4.5%; X=7.5; Y=12.5%;

Z=17.5% over step E; Z+=2% over Z.

2. Step increases and longevity, where appropriate, shall be granted.
3. Police Officers, Electricians and the Custodians, whose regular hours of work are other than the standard day shift, shall receive a shift differential of Fifty Dollars ($50.00) per month on their regular paycheck.

ARTICLE 9: WORKER EXPENSE AND MATERIALS

D. The District will furnish uniforms for the Maintenance Mechanic and the Maintenance Painter. Three sets each will be issued and will be replaced at the District's discretion. The District will furnish two pairs of coveralls for the Technicians. Any employee not wearing the District provided clothing while working. Upon termination from District employment, the employees will return the uniforms to the District. (TA 02-25-10)

ARTICLE 11: EDUCATION EXPENSE

A. The District shall pay the costs of tuition, training programs, enrollment or license fees, and any associated travel or lodging expenses incurred as a result of attending any seminar, class, conference, or training program required by the District as a condition of continuing employment, provided the employee satisfactorily completes the training requirements. Payment shall be in accordance with District policies and procedures on reimbursement of employee business expenses. Payment for hotel, public transportation and course fees shall be in advance when the cost is known in advance and sufficient time is provided for processing the payment. (TA 05-26-10)

B. For job-related training, not directed by the District, and that is not or cannot be offered on campus, the District may sponsor attendance at that activity. For attendance at a job-related College of Marin credit course, the District may pay the cost of tuition and books AND released time for attendance and satisfactory completion (Credit or C and above grade). For a job-related College of Marin Community Education and Services (noncredit) course, the District may pay the cost of fees and books AND released time for attendance. For a job-related workshop that is offered on-site by the Staff Development Office, the District may grant released time for attendance.

If any of the above activities are scheduled during working hours or if they require funding, permission to attend must be granted by the immediate supervisor, the
appropriate Vice President(s), and (for funding) the Director of Staff and Organizational Development. (TA 12-19-09)

An employee must submit a request to his/her immediate supervisor who will then forward it (approved or unapproved) to the appropriate Vice President who will forward it (approved or unapproved) to the Director of Staff and Organizational Development. If there is a conflict in granting or not granting the request, the Director of Staff and Organizational Development will try to work it out with the respective supervisor. If this is not possible, the Director will consult with the appropriate Vice-President. The Vice-President Director will make the final decision. (TA 12-18-09)

Forms are available at the TRC (LC115) or the mailroom at IVC.

C. Police Officers and the Police Sergeant shall receive on their paychecks each month Seventy-five Dollars ($75) if they possess an intermediate P. O. S. T. certificate and an additional One Hundred Dollars ($100) if they possess an advanced P. O. S. T. certificate and an additional Seventy-five Dollars ($75) if they possess a Supervisory P.O.S.T. certificate as an educational incentive. Police Officers and Police Sergeant, who are assigned as Field Training Officers (FTO), shall receive a 5% increase while assigned and performing duties as an FTO or FIPSAC.

D. Police Officers may be released every other year from normal duties for a maximum of twenty (20) hours to attend required course work for the renewal of their Emergency Medical Technician certificates.

E. Staff Development Program

4. Funding

a) For the purpose of this agreement and its stated purposes, the College shall make available a total sum of $500 per fiscal year (July 4–June 30) to the SEIU Staff Development Committee for allocation.

b) During the first six months of the fiscal year no more than 1/2 the funds shall be approved for expenditure for use during the first six months of the year. The Committee may take action during the first six months to approve the staff development expenses to be incurred in the second half of the fiscal year. In such case, the amount does not count towards the first-half limitation.

2. Purpose of Program

The intent of this program is to assist in the development of classified employees' skills and talents in regard to their current job duties and provide opportunity for employees to gain new skills and thereby enhance promotional opportunities within the job families of the unit.
3. Eligibility
   a) All unit members who have completed the required probationary period of employment are eligible to participate in the staff development program.
   b) Funds from this program are not available to cover costs related to development programs which have been authorized and/or partially funded by the other College development programs such as college course incentive programs, Affirmative Action Upward Mobility Plans, College required programs, etc.

4. Definition
   The benefits of this program include necessary release time with pay, partial or full travel expenses, if any, partial or full registration/tuition fees, if any, and partial or full supply costs, if any.

   Staff development shall include courses (i.e., College and Adult Ed courses), conferences, seminars, workshops, individual or group projects. Such activities must be completed within a one day time frame.

   EXCEPTION: If it is determined by the Committee that a more than one day activity is beneficial to the employee and/or the College, the employee may assume the activity costs of the additional days up to a maximum of two (2) additional days, as long as the employee has the approval of the Supervisor for the absence from duties. The College will consider service needs when approving/disapproving this request.

5. SEIU Staff Development Committee
   Composition & Purpose: The Committee shall be composed of three (3) SEIU representatives appointed by SEIU. The purpose of the committee shall be to receive applications from bargaining unit employees for staff development and to approve or disapprove appropriate applications for fund disbursement from the District according to the criteria established in this agreement, and to specify the amount of funds to be allocated to each approved application.

   Included in this purpose, the Committee could decide to allocate all or part of the fund set forth in Section 4 for a particular type of training.

   Meetings: The Committee shall meet one (1) time per month to review applications and act on the requests.

   Release Time: The Committee shall have an annual total of 18 hours of release time. The committee shall meet no more than one (1) time per month and no meeting shall exceed 1 1/2 hours. Committee members
shall secure approval from their supervisors for the scheduled release time.

Voting: The Committee shall make decisions by majority vote with a minimum of two persons in attendance.

6. Application Process
   a) It shall be the responsibility of the individual unit member to complete the application form for staff development and to submit it to the Committee in a timely manner. The Personnel Department shall receive the application and date and time stamp it on behalf of the Committee.

   b) Upon completion of the form, the unit member shall submit it to his/her supervisor for the scheduling of release time. The supervisor's approval indicates that the scheduling of the release time for the specified event is available to the applicant. Applications may not be submitted to the Committee unless until the release time is approved by the supervisor.

   c) Timelines:
      1. All applications must be submitted prior to the specified event for which release time funds are being requested. Applications submitted to the Committee after the event shall be automatically denied.

      2. Unit members are encouraged to submit applications as far in advance of the event as possible so as to allow action by the Committee and advance allocation of funds as appropriate. Most funding will be on a reimbursement basis.

      3. If applications are submitted less than one month prior to the event, approved funding may be in the form of reimbursement.

      4. If the Committee does not have adequate time to act on the application prior to the event, the unit member may attend the event with the approval of the supervisor, but assumes the risk of all costs, including time off (comp time, vacation, leave without pay) in the event that the Committee denies the application or some portion thereof. See Policy/Procedure 6.0000.

      5. It is the responsibility of the unit member to submit reimbursement forms to Fiscal Services within 60 days of attending the activity. Any reimbursement submitted after 60 days will be denied.
d) Application and reimbursement forms are available in the Personnel Department.

e) Applications that have been approved by the Committee shall be forwarded to Fiscal Services for final fund disbursement.

f) Applications that have been denied by the Committee shall be returned to the applicant. The denial shall include a reason for action.

7. Criteria. Approval by the Committee shall be made on a “first come, first served” basis contingent on the following:
   a) You are limited to $______ per year.
   b) Job-related or related to promotional opportunity within your job family.
   c) Form completed in its entirety with brochure and/or back-up information regarding activity accompanying application form.
   d) Supervisor’s approval for scheduling of release time.
   e) Funds are available.
   f) Activity meets requirements under Section 4. (DEFINITION)
   g) Probationary period has been completed. Probationary employees are not eligible to receive funds.

8. Appeal Process
   Except for Section 4 and Section 5 (Release Time), this agreement shall not be subject to the Grievance Procedure.

9. Announcements
   Any announcements concerning conferences, seminars, workshops, individual or group projects, that are received by the Staff Development Specialist will be posted in the Teaching Resource Center (TRC).

10. College—Additional Allocation
    In addition to the provisions set forth above, the College agrees to allocate $750 yearly in addition to the amount specified in Section 4 above, for the purposes of staff development for employees covered by the SEIU contract. Such expenditures will be directed solely by the College administration.

    In the event that the College administration does not expend the full $750 in any fiscal year (July–June 30), the unspent amount for that year will be added to the MAPE/SEIU Staff Development Fund for the following year only. In that same subsequent year, the additional College allocation will be reduced by an equal amount.
FOR EXAMPLE: If in Year 1, the College expends $500 instead of the full $750, the following year (Year 2), the College will have a total expenditure of $500, and the Committee will have a total of $750 for that one year. As described above, there is no carryover of funds from one fiscal year to the next. (TA 05-25-10)

ARTICLE 14: SICK LEAVE

K. No payment for sick leave shall be made unless submitted by the employee on the form specified by the Human Resources Department Office (including electronic means of filing) and signed by the employee and the immediate supervisor. (TA 12-18-09)

ARTICLE 15: OTHER LEAVES

C. Military Leave:
A bargaining unit employee who is granted a short-term military leave of absence for active military duty, but not for inactive duty, including, but not limited to, scheduled reserve drill periods, and who for a period of not less than one year immediately prior to the effective date of active duty has had continuous college employment that is not broken by a permanent separation, or who has had continuous college employment immediately prior to the effective date of active duty not broken by a permanent separation and sufficient recognized military service that need not be contiguous to equal one year, shall be entitled to receive his or her salary or compensation for the first 30 calendar days of active duty served during the absence.

A bargaining unit member who is granted emergency military leave under this Section shall receive his or her salary or compensation as a college employee while going to, engaging in, and returning from the duty. The employee shall not receive his or her salary or compensation for more than 30 days each time he or she is granted the emergency military leave (Education Code Section 87700-87715), a member of the State or Federal Military Reserves shall be provided release time in accordance with all State and Federal Laws. (TA 02-11-10)
D. Pregnancy Disability:

1. In cases of expected pregnancy disability, employees shall be granted a leave of absence upon written application to the Superintendent/President or designee through the immediate supervisor with Board approval. The beginning and ending dates of the leave shall be determined by the Superintendent/President or his/her designee on the basis of the employee's physical conditions as certified by her physician, in the best interests of the welfare of the employee and the District.

2. Any period of actual physical disability connected with a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be treated as any other physical disability, and any accrued sick leave or other salary continuance benefits shall be available to the employee. Physical disability, for purposes of this policy, shall be defined as a period during which the employee is unable to perform job-related duties. The period of actual disability shall be supported by written statement from the employee's physician, provided, however, that the District may, at its option, obtain other medical opinion.

3. Complications arising from pregnancy shall be treated in the same manner as other absences for illness.

4. Leave for beyond that period of actual physical disability may be granted. No compensation, sick leave, or employee benefits will be granted.

5. The date which the employee may return to her position after pregnancy shall be determined by mutual consent of the employee, her immediate supervisor and the Executive, Dean of Human Resources Personnel Director. (TA 12-18-09)

6. This policy shall not be construed so as to deprive any employee of sick leave rights under other sections of the Education Code for absence due to illness resulting from pregnancy.

G. Uncompensated Leave

The District recognizes that in certain instances a classified employee may wish extended leave for personal reasons.

1. **Purpose:** Uncompensated leave may be taken for personal reasons.
2. **Eligibility:** Uncompensated leave may be granted to permanent employees only. An employee shall have completed at least three (3) years of service with the District to be considered for uncompensated leaves requiring District approval. Leaves consisting of twenty-two (22)
working days or less in duration per fiscal year do not require Board approval and minimum service and starting date requirements are not applicable.

3. Application: Request for uncompensated leave shall be made to the Superintendent/President through the immediate supervisor with a copy to the District Personnel Office at least seven (7) weeks in advance of the desired start date. (TA 12-18-09)

4. Period of leave: Any uncompensated leave may be granted for a period of up to six (6) months. The beginning and ending dates of the leave shall be set, as mutually agreed, in the written request, which when approved by the District, following review through appropriate lines of authority, may only be extended or abridged following a twenty-five (25) working day advance notice which also must be approved through the established lines of authority.

5. Denial of Leave: In the event that an application for uncompensated leave is denied, the employee may submit a written request for an explanation of the denial. Upon receipt of such request, an explanation shall be provided by the Superintendent/President and his/her designated representatives.

1. Sick Leave Donation for Catastrophic Illness
A unit member who has a minimum sick leave balance of 100 hours may voluntarily donate to other unit members up to five (5) days of their accumulated sick leave days per year. In no instance shall the unit member sell and/or exchange sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days as stipulated above, he/she must contact the Personnel Department to verify the number of accrued sick leave days they have available, and complete the appropriate form and submit it to the Personnel Department in order to have the days transferred. (TA 12-18-09)

NOTE: It is understood that accrued sick leave can be applied to a unit member’s service credit for retirement purposes. Any donation of sick leave days will be deducted from a unit member’s sick leave accrual and will not be applied for service credit for retirement purposes.

J. Miscellaneous
All employees on paid absence, shall receive vacation, holiday and sick leave credit, accrue seniority, and be eligible for health and welfare benefits. Employees on unpaid leave and employees with thirty-nine (39) month re-employment rights shall, upon their return, retain seniority rights and step position on the salary schedule which they held at the beginning of the leave. Such employees shall be entitled to receive fringe benefit coverage if they pay the premium cost if the policy so permits.
Any working day absence shall be reported on the prescribed form designed by the District Personnel-Office Human Resources Department. Positive reporting of duty may be required by the District. (TA 12-18-09)

When an employee returns to duty from an authorized leave of absence, he/she shall be reinstated in the same classification in which he/she was employed before such absence, assuming there is such a classification, or to a lesser classification to which he/she has seniority rights and written notification to the affected employee(s) shall be made at least thirty (30) days in advance in accordance with the Education Code.

**ARTICLE 16: GRIEVANCE PROCEDURE**

**B. Procedures**

1. It is the expressed intent of the District and the Union that grievances be resolved expeditiously at the lowest level.

2. Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.

3. The Administrative Dean for Human Resources & Labor Relations, or designee, may act as a resource person to provide information as requested at any level of the grievance procedure. The Administrative Dean may also intervene at any point in the procedure to provide necessary assistance. (TA 12-18-09)

**Level I**
Within ten (10) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must request to informally discuss the problem with the immediate supervisor or designated management person. A meeting will be convened as soon as possible with the appropriate supervisor. The District shall communicate a written decision within ten (10) days of the meeting.

**Level II**
If the grievant is not satisfied with the decision at Level I, within ten (10) days after receipt of the Level I response, the grievant must present such grievance in writing on the appropriate form to the Administrative Dean for Human Resources and Labor Relations, or designee. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. Should the grievant and/or Union representative request a conference, the appropriate Dean or Vice President, or designee, grievant and/or Union representative shall meet at a
mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Supervisor/Manager may also participate in this meeting, if deemed necessary by the Dean, Vice President, or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, supervisory/management team personnel. The District shall communicate a written decision within ten (10) days of the meeting. (TA 12-18-09)

Level III
If the grievant is not satisfied with the decision at Level II, within ten (10) days after receipt of the Level II response, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee. Should the grievant and/or Union representative request a conference, the Superintendent/President, the Administrative Executive Dean for Human Resources & Labor Relations, or designee, grievant and/or Union representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Vice President and/or Manager may also participate in this meeting, if deemed necessary by the Administrative Dean or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, supervisory/management team personnel. The Superintendent/President shall communicate, in writing, a decision within ten (10) days of the meeting. (TA 12-18-09)

Level IV (Arbitration):
There shall be two options that may be pursued if a grievance is appealed to arbitration. The option shall be selected by the Union. Once an option is selected it shall be the sole process by which the grievance shall be resolved.

Option 1.
a) If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision, submit a request in writing to the Union for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Union shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. (TA 12-18-09)

Option 2.
If the grievant is not satisfied with the decision at Level III, the Union may within twenty (20) days of the receipt of the decision, submit a request in writing to the
President of the College to convene a Grievance Resolution Committee comprised of no more than two representatives from the Union and two representatives of the College. They shall meet with a facilitator/mediator acceptable to the parties. The role of the facilitator/mediator is to facilitate/mediate with the Committee for the purpose of reaching a consensus for resolving the grievance. Meetings shall be convened for the purpose of exploring the parties' mutual and varied interests, creating options for and selection of the option(s) that best meet the interests of the parties in resolving the grievance. It is not the function of the Committee to determine rights, hear evidence or assess violation of the contract.

Resolution of the grievance may be achieved in one of two ways:
1. If consensus is reached, that consensus is reduced to writing, signed by the Committee members, and is final and binding on the parties.
2. If consensus is not reached within 15 days, then the neutral shall act as an arbitrator and shall submit a written decision which is final and binding on the parties.

C. Miscellaneous

1. No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.

2. The grieving party(ies) has the right to be represented at any step in this procedure by the Union. However, nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with an appropriate member of management, and to have the grievance resolved without intervention or presence of the Union; provided that the resolution is not inconsistent with the terms of this Agreement, and provided further, that prior to any agreement on the resolution, the Union has been given ten (10) days in which to study the issues and to state its views.

3. If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the issues again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by written mutual agreement.

4. With respect to a particular complaint or grievance of an employee concerning the interpretation or application of this Agreement, and upon the employee's written authorization, the business representative of the Union
may inspect and obtain copies of relevant material in the employee's personnel file upon which the District is or will be relying, during regular business hours and with one (1) business day's notice.

5. The grieving party(ies), one (1) Union Steward, and any necessary witnesses shall be granted release time to attend any hearings or meetings between the grieving party(ies) and the District required by this grievance procedure.

6. During the pendency of any grievance, the grieving party(ies) shall continue his/her assigned functions until final resolution of the grievance.

7. A copy of the form for processing grievances is attached hereto and incorporated herein as Exhibit C. The cost of preparing these forms shall be borne by the District, and they shall be made available to unit members upon request. The use of District equipment or extraordinary use of District facilities in the preparation of grievances shall be prohibited.

8. If a grievance involves unit members with different immediate supervisory/management team members, the grievance may be submitted at Level II.

9. If the outcome of a grievance applies to unit members not named in the grievance, the outcome shall apply to all similarly situated unit members.

10. By mutual agreement, any level or levels of the grievance procedure shall be waived.

11. No management or supervisory employee at Level I or the Administrative Dean for Human Resources and Labor Relations at Level II of this Article shall be required to handle more than two (2) SEIU grievances at a time. Any additional grievances shall be handled in order of submission and the time limits shall begin to run as soon as the first (1st) level of the two (2) prior grievances has been elevated to the next level or been terminated by the grievance party(ies). The District shall inform the Union Representative in writing regarding the status of unit grievances whenever this provision applies. (TA 12-18-09)

ARTICLE 23: MISCELLANEOUS

D. Contracting Out - The District and Union shall form a committee to review proposals for work to be done by outside contractors normally and customarily performed by members of the bargaining unit. The committee shall be composed of two (2) members appointed by the President of the Union and the Vice
President, Business Services and the Director of Maintenance (or their appointed designees), and two (2) members selected by the Union.

(TA 12-18-09)

**Contracting-Out Committee** - The Committee shall meet periodically or at the request of one of the parties to review:
1. A concern or interest on the contracting out of a project or service.
2. Any issue relating to an unclear or disputed project.
3. Procedures for review, discussion and clarification of guidelines for contracting projects.

**Contracting-Out Committee Guidelines** – The District will normally and customarily contract-out for services under the following conditions:
1. Services highly specialized or technical in nature.
2. Services requiring expert knowledge and experience.
3. Services where considerations of legal requirements; or of liability indicate contracting-out should be used.
4. Services in emergencies.
5. Services the need for which is urgent, temporary, or occasional.

**Contracting-Out Process** – The District will typically assign to unit members work, which is recurring, and of a maintenance and operations character. Recurring maintenance and operations work is understood to include, though not necessarily be limited to, crafts, grounds and custodial work, personnel computer work, network and telephone technician work, systems operator and developer work, programming work and police work. Prior to contracting out work, except in emergency circumstances, the District will:
1. Assess the need of contracting-out to see that it falls within the above guidelines and whether it is possible, practical and cost effective to do the work with unit members.
2. Assess the economic characteristics of contracting of the service. The District will assess whether by current standards and market conditions the service(s) can be purchased at a price that is fiscally responsible.
3. Consult with District employees who are members of the relevant skill groups mentioned above (e.g. if the project involved carpentry, District Carpenter(s) will be consulted, if electrical work, District Electrician(s), if police work, District Police, and if information technology, IT personnel) about practicality, construct ability, maintainability, general approach, and other relevant matters. The consultation will happen first at the time of initial project definition and conceptual exploration where the go/no-go decision is made. This process will be repeated again in the design phase.

F. **Light Duty Assignments** - Employee request for light duty assignments shall be reviewed on their merit by the Administrative Dean for Human
Resources and labor Relations, and a determination shall be made as to whether light duty is appropriate. (TA 12-18-09)

**ARTICLE 25: UNION RIGHTS**

A. The union shall have access to the corporation yard bulletin boards and mailboxes for the purpose of posting notices relating to the following:

1. Union elections
2. Union appointments
3. Union meetings
4. Such other notices regarding the transactions of Union business (excluding public political campaign materials except with prior District approval, or libelous materials.)

The Union shall have the right to incidental use of the phone system for inter-district communication to employees. (TA 03-11-10)

The Union may use school facilities when not otherwise used for educational purposes, without charge, for SEIU Local 102 meetings. The Union agrees to leave such facilities in the same condition as the facility was in prior to the meeting. (TA 12-18-09)

**ARTICLE 30: PERSONNEL FILES**

1. Confidentiality of Personnel Files – There shall be only one official personnel file for an employee and that file shall be kept in the Human Resources Office Department. The employee shall have the right to inspect this file at any time that the employee is not required to render services to the District. The employee shall contact the Human Resources Office Department to make an appointment during normal business hours. (TA 12-18-09)

4. Supervisors and managers having responsibility for the employee’s performance, promotion or transfer consideration shall be allowed to review the official file; this includes the Human Resources Staff Manager and District Counsel. In order to preserve confidentiality, other parties shall not be allowed
to inspect or copy files or disclose information without written release by the employee, a subpoena, or a court order. (TA 12-18-09)

(TA 05-26-10)
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President

Date: August 23, 2011
Item & File No. B.11.K

Subject:
California School Employees’ Association (CSEA), Chapter 196 Presentation of Initial Contract Proposal to the District

Reason for Board Consideration:
Accept Initial Collective Bargaining Proposal

Enclosure(s):
Proposal

BACKGROUND:

The Board is receiving an initial proposal from California School Employees Association (CSEA), Chapter 196 as required by the Educational Employment Relations Act (EEA). The MCCD-CSEA Chapter 196’s Collective Bargaining Agreement covers the period of July 1, 2009 to June 30, 2012. For the 2011/2012 year, the term of the contract provides for reopeners.

CSEA has submitted a negotiation proposal for the period July 1, 2011 through June 30, 2012. The proposal includes re-openers for the following:

Article 7: Salary
The CSEA Classified Salary shall be adjusted by 1.5%

Article 8: Fringe Benefits
CSEA is interested in exploring more cost effective benefit plans

Article 14: Classification, Reclassification, and Abolition of Positions
CSEA is interested in implementation of the 2008 Equity Study

Staff submits the following initial proposal to the Board before holding a public hearing on the CSEA proposals as required by EERA.

Government Code Section 3547 and Board Policy/Administrative Procedure 2610 provide that proposals which relate to matters within the scope of representation shall be presented at a public meeting, providing the public with the opportunity to respond at a subsequent public Board meeting, and, thereafter, shall be public record.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees accept CSEA’s initial proposal and hold a public hearing.

Administrator Initiating Item: Linda Beam, Executive Dean, Human Resources and Labor Relations
DATE: July 22, 2011

TO: David Wain Coon, Ed.D.
Superintendent/President

Linda Beam
Executive Dean Human Resources & Labor Relations

Board of Trustees

FROM: CSEA Chapter 196 Negotiations Committee

SUBJECT: Contract Re-openers for 2011-2012

CSEA is submitting the following articles for our contractual re-openers for the collective bargaining year 2011-2012 with Marin Community College District.

Article 7: Salary
• The CSEA Classified Salary shall be adjusted by 1.5%

Article 8: Fringe Benefits
• CSEA is interested in exploring more cost effective benefits plans

Article 14: Classification, Reclassification, and Abolition of Positions
• CSEA is interested in implementation of the 2008 Equity Study

We look forward to a mutually positive and respectful negotiations process.

Steve Dodson
President
CSEA Chapter #196
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>August 23, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.L</td>
</tr>
<tr>
<td>Subject:</td>
<td>Establishment of Fiscal Year 2011/12 Proposition 4 (GANN) Appropriations Limit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Resolution</td>
</tr>
</tbody>
</table>

**BACKGROUND:**


On November 6, 1979, the voters of California approved Proposition 4 (Gann Initiative). This Proposition added Article XIII B to the California Constitution and limits the total appropriations of all state and local governments to the previous year's appropriation limit, adjusted for changes in inflation and attendance. This appropriations limit took effect July 1, 1980.

The Appropriations Limit is the maximum amount of revenue that the District can generate from secured and unsecured property tax, state subventions, trailer fees, general apportionments, and interest on tax proceeds as prescribed under the Gann Limit legislation. The limit first calculated in 1980, has been rolled forward and increased based on inflation and increases in FTES during each of the following years.

The appropriations subject to limit are the amounts of revenue that the District expects to receive during the next fiscal year for the categories of revenue listed above. The Gann limit computation is completed to ensure that the District will not generate more revenue than is allowable under the Gann regulations.

The calculated Appropriations Limit for fiscal year 2011/12 is $42,508,892. The total appropriation subject to limit based on the final budget is $40,837,302.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution to establish the Appropriations Limit for 2011/12 at $42,508,892 per Government Code Section 7910.

---

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
Marin Community College District
Establish Appropriations Limit for 2011/12
Resolution # 8/23/11 B.11.L

In the matter of the Board of Trustees setting the District Appropriations Limit for Fiscal Year 2011/12 as required by Senate Bill 1352, Chapter 1205 of 1980;

WHEREAS, on November 6, 1979, the People of California passed Proposition 4, a constitutional amendment requiring appropriations limits for state and local government units; and

WHEREAS, Senate Bill 1352, Chapter 1205 of 1980, implements Proposition 4, and requires the Board of Trustees to establish by Resolution an appropriation limit each fiscal year beginning with 1981/1982; and

WHEREAS, the Board of Trustees has directed that the appropriations limit for Fiscal year 2011/12 be developed in accordance with the provisions of Senate Bill 1352; and

WHEREAS, California Government Code Section 7910 provides that the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit and make other necessary determinations for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or noticed special meeting.

WHEREAS, the documentation used in determining the appropriations limit for Fiscal Year 2011/12 has been made available to the public in the Fiscal Services office for fifteen days prior to the adoption of this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby establish the Fiscal Year 2011/12 appropriations limit of $42,508,892.

PASSED AND ADOPTED by the Board of Trustees of the Marin Community College District on this 23rd day of August, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF MARIN   )

I, David Wain Coon, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

____________________________
David Wain Coon, Superintendent/President
Secretary to the Board
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Raemond Bergstrom-Wood, Student Member
BACKGROUND:

This is the local agreement with the California Department of Education for Child Development Services which awards us $156,555 to operate our California State Preschool Program in 2011-12. The contract designates the Child Development Program Director and the Dean of Student Development as authorized to sign contract documents for the fiscal year 2011/2012.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached resolution.
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2011/12.

RESOLUTION

BE IT RESOLVED that the Governing Board of Marin Community College District authorizes entering into local agreement number/s 21-6538-00-1, California State Preschool Program CSPP-1285 and that the person who is listed below, is authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyda Beardsley</td>
<td>Director, Child Development Program</td>
<td>Lyda Beardsley</td>
</tr>
<tr>
<td>Greta Siegel</td>
<td>Dean of Student Development</td>
<td>Greta Siegel</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 23rd day of August 2011/12, by the Governing Board of the Marin Community College District of Marin County, California.

I, ____________________________, Clerk of the Governing Board of the Marin Community College District, of Marin County, 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)
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MARIN COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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

The period of performance for this contract is July 01, 2011 through June 30, 2012. 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 $34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $156,555.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 4,554.0
Minimum Days of Operation (MDO) Requirement 169

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

Exhibit A, General Terms and Conditions attached.

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY (AUTHORIZED SIGNATURE)</td>
<td>BY (AUTHORIZED SIGNATURE)</td>
</tr>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
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<tr>
<td>Margie Burke, Manager</td>
<td>Linda English, Director Child Development</td>
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<tr>
<td>TITLE</td>
<td>ADDRESS</td>
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<tr>
<td>Contracts, Purchasing &amp; Conference Services</td>
<td>835 College Ave, Kentfield, CA 94924</td>
</tr>
</tbody>
</table>

AMOUNT ENCUMBERED BY THIS DOCUMENT $156,555

PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs

FUND TITLE

ITEM

CHAPTER

STATE

FISCAL YEAR

TOTAL AMOUNT ENCUMBERED TO DATE $156,555

OBJECT OF EXPENDITURE (CODE AND TITLE) See Attached

702

T.B.A. NO. 6R NO.

I hereby certify upon my own personal belief that budgeted funds are available for the period and purpose of the expenditure stated above

SIGNATURE OF ACCOUNTING OFFICER

See Attached

DATE
<table>
<thead>
<tr>
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

T.B.A. NO. B.R. NO.

DATE
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The **CONTRACTOR CERTIFICATION CLAUSES** contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

   a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

   b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

    If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
STATE OF CALIFORNIA

MARIN COUNTY

I, ____________________________, do hereby certify that the foregoing Resolution No. 8/23/11 B.11.M was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 23rd day of August, 2011 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: ________________________________

Secretary of the Board of Trustees
of the Marin Community College District
<table>
<thead>
<tr>
<th>Carole Hayashino, Member</th>
<th>Wanden Treanor, Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip J. Kranenburg, Member</td>
<td>Barbara Dolan, Member</td>
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<td>Eva Long, Ph.D., Member</td>
<td>Diana Conti, Member</td>
</tr>
<tr>
<td>James Namnath, Ph.D., Member</td>
<td>Raemond Bergstrom-Wood, Student Member</td>
</tr>
</tbody>
</table>
BOARD AGENDA ITEM

To: Board of Trustees  Date: August 23, 2011
From: Superintendent/President  Item & File No. B.11.N
Subject: Authorization to Enter into Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and Designation of Personnel to Sign Contract Documents for Fiscal Year 2008-09 to 2010/11
Reason for Board Consideration: Enclosure(s):

APPROVAL

BACKGROUND:

This is an amended Facilities Repair and Renovation contract with the California Department of Education that awarded us $15,870 in Fall 2008 to undertake health and safety improvements in the Kentfield and IVC Children’s Centers over a three year period that ended June 30, 2011. The amended contract designates the Child Development Program Director and the Dean of Student Development as authorized to sign contract documents for the fiscal year 2008-09 to 2010/11.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached resolution.

Administrator Initiating Item  David Wain Coon, Ed.D., Superintendent/President
RESOLUTION 8/23/11 8.11. N

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2008-09 to 2010/11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Marin Community College District authorizes entering into local agreement number 21-6538-00-8, Amendment 01 Facilities Renovation and Repair CRPM-8072 and that the person who is listed below, is authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyda Beardsley</td>
<td>Director, Child Development Program</td>
<td>Lyda Beardsley</td>
</tr>
<tr>
<td>Greta Siegel</td>
<td>Dean of Student Development</td>
<td>Greta Siegel</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 23rd day of August 2011/12, by the Governing Board of the Marin Community College District of Marin County, California.

I, _________________, Clerk of the Governing Board of the Marin Community College District, of Marin County, 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)
Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Application Change

CONTRACTOR'S NAME: MARIN COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated September 15, 2008 designated as number CRPM-8072 shall be amended in the following particulars but no others:

The Application shall be amended by inserting the revised page(s) which are attached hereto and by this reference incorporated herein.

EXCEPT AS AMENDED HERELN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

---

STATE OF CALIFORNIA

BY [AUTHORIZED SIGNATURE]

PRINTED NAME OF PERSON SIGNING
Margie Burke, Manager

TITLE: Contracts, Purchasing & Conference Services

AMOUNT ENCUMBERED BY THIS DOCUMENT
$ 0

PROGRAM/CATEGORY (CODE AND TITLE)
Child Development Programs

FUND TITLE
Federal

Fiscal Year
2008-2009

OPTIONAL USE: 0656

FC# 93.575

PC# 000326

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT
$ 15,870

ITEM 30.10.020,901

CHAPTER 268

STATUTE 2008

FISCAL YEAR

TOTAL AMOUNT ENCUMBERED TO DATE
$ 15,870

OBJECT OF EXPENDITURE (CODE AND TITLE)

SACS: Res-5035 Rev-8290

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

CONTRACTOR

BY [AUTHORIZED SIGNATURE]

PRINTED NAME AND TITLE OF PERSON SIGNING
Lydia Beardsley, Director Child Development

ADDRESS
835 College Ave, Kentfield, CA 94904

Department of General Services
use only
I, __________________________, do hereby certify that the foregoing Resolution No. 8/23/11 B.11.N was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 23rd day of August, 2011 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: __________________________
Secretary of the Board of Trustees
of the Marin Community College District
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Raemond Bergstrom-Wood, Student Member
To: Board of Trustees
From: Superintendent/President
Subject: CONSTITUTION DAY
Reason for Board Consideration: APPROVAL

Enclosure(s):
Resolution

BACKGROUND:

On December 8, 2004, President George Bush signed off on a law that applies to employees of the Federal Government as well as educational institutions receiving funds from the Federal Government. This law would designate September 17 of each year as “Constitution Day.” The September 17 date commemorates the September 17, 1787 signing of the Constitution. Section 111 of Division J of Public Law 108-447, the Consolidated Appropriations Act, 2005, states in part:

“(b) Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students served by the educational institution.”

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution designating September 17 of each year as “Constitution Day.”

Administrator Initiating Item
David Wain Coon, Ed.D., Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION 8/23/11 B.11.0
IN SUPPORT OF CONSTITUTION DAY

WHEREAS, the Constitution of the United States of America was signed on September 17, 1787; and

WHEREAS, it is important that all students be aware of the nature and function of this living document; and

WHEREAS, Section 111 of the “Consolidated Appropriations Act, 2005” established a new statutory requirement for implementation of an educational program pertaining to the United States Constitution, designated by statute as Constitution Day and Citizenship Day (“Constitution Day”); and

WHEREAS, Section 111(b) of PL 108-447 states that “each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students served by the educational institution.”

NOW, THEREFORE BE IT RESOLVED that each year, on September 17, College of Marin shall conduct educational programs designed to highlight the historic and continuing importance of the United States Constitution, and

BE IT FURTHER RESOLVED that when September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week.

PASSED AND ADOPTED THIS 23rd day of August 2011, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )
COUNTY OF MARIN )

I, David Wain Coon, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

____________________________
David Wain Coon, Superintendent/President
Secretary to the Board
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diena Conti, Member

Raemond Bergstrom-Wood, Student Member
### BOARD AGENDA ITEM

**To:** Board of Trustees  
**Date:** August 23, 2011  
**From:** Superintendent/President  
**Item & File No.:** B.11.P

**Subject:** RESOLUTION TO COMPENSATE TRUSTEE NAMNATH FOR EXCUSED ABSENCE

**Reason for Board Consideration:** APPROVAL

**Enclosure(s):**

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**BACKGROUND:**

Trustee James Namnath was absent from the July 19, 2011 Board meeting due to illness.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the Resolution to provide compensation to Trustee Namnath for his absence from the July 19, 2011 Board meeting.

---

**Administrator Initiating Item:**  
David Wain Coon, Ed.D., Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

RESOLUTION NO. 8/23/11 B.11.P

WHEREAS, the Board finds that the absence of Trustee James Namnath from the July 19, 2011 Board meeting due to illness falls within the parameters of Education Code 72024 and College of Marin Board Policy 2725;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District determines that Trustee Namnath shall receive compensation for the above stated meeting.

RESOLVED, that this resolution be made a part of the Official Minutes of the meeting and of the permanent files of the District.

PASSED AND ADOPTED THIS 23rd day of August, 2011, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

STATE OF CALIFORNIA  )

COUNTY OF MARIN     )

I, David Wain Coon, Ed.D., Superintendent/President of the Marin Community College District of Marin County, California, do hereby certify that the Board of Trustees adopted the foregoing resolution at a regular meeting at the time and by the vote above stated.

__________________________
David Wain Coon, Ed.D.
Secretary to Board of Trustees
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Raemond Bergstrom-Wood, Student Member
A. Closed Session

1. Call to Order, Roll Call, Adoption of Agenda, Closed Session

The Board of Trustees of the Marin Community College District met in the AS 101 conference room on the Indian Valley campus, all members having received notice as prescribed by law. Board President Conti called the meeting to order at 5:55 p.m. All publicly elected Trustees were present except Trustee Namnath. Dr. David Wain Coon, Al Harrison, and Linda Beam were also in attendance.

M/s (Treanor/Hayashino) to adopt the agenda. The motion passed by a vote of 6-0.

There was no one present who wished to address the Board on the items listed to be discussed in closed session, and the Board went into closed session at 5:25 p.m.

The closed session recessed at 6:30 p.m.

B. Regular Meeting

1. Call to Order, Roll Call and Adoption of Agenda

Board President Conti reconvened the meeting of the Board of Trustees of the Marin Community College District in open session at 6:44 p.m. in the Building 27, rooms 116 & 118 on the Indian Valley campus. All publicly elected Trustees were present except Trustee Namnath. Student Trustee Bergstrom-Wood was also in attendance.
M/s (Treasurer/Hayashino) to approve the agenda. President Coon pulled 9.1.1, Appointment of Educational Management Personnel. The motion to approve the agenda with this change passed by a unanimous vote of 6-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood).

   Board Vice President Long reported that no action was taken and that the Board would reconvene in closed session after the open session.

3. **Citizens' Requests to Address the Board on Non-Agenda Items**
   Bill Scott of the Marin Building Trade Council addressed the Board regarding the claims made by student Laura Roland at the Board meeting on June 28, 2011. He indicated that the Project Stabilization Agreement is working as it should be. In regard to Ms. Roland being unable to find a job, this fact has to do with a position being available on the project; if one is not available any individual must wait until there is an available job. Mr. Scott was happy to report that Ms. Roland is now working on the Science/Math Building.

4. **Chief Executive Officer’s Report**
   a. **Accreditation Update**
      President Coon reported that the draft of our Follow-Up Report is moving along and will be finished in time to meet the October deadline. In addition to the responses to the recommendations, the District has made great progress toward the initiatives identified for improvement in both the Self-Study and during the site visit.
   b. **Strategic Plan Update**
      Dr. Coon and Dr. Chialin Hsieh gave a presentation on the current Strategic Plan, what has been accomplished to date and what direction the new Strategic Plan will take in 2012-2015. Dr. Coon also announced that Dr. Ed Buckley will be assisting the District in completing the new Strategic Plan.
   c. **IVC Transfer Pathway**
      As part of the Strategic Plan presentation, Dr. Coon provided the Board with information on the IVC Transfer Pathway. Beginning fall 2011 the District is rolling out a complete transfer pathway on the Indian Valley Campus. This will allow students to complete their courses in a timely and efficient manner.
   d. **Fine Arts Program Review**
      The Fine Arts Building has been open since January 2011. Dr. Coon reported that have been some complications during the opening and the District is committed to “getting it right.” A full review of the entire process will be undertaken so that we can learn from our mistakes.
   e. **Unfunded Liability Actuarial Report**
      Al Harrison, Vice President of College Operations, reported that our unfunded liability has decreased since our last report in 2008. The District has more money put away in an unfunded liability reserve that will further decrease the liability once a trust has been written. The District now has an attorney that will write the trust. Currently our unfunded liability is covering 58 active employees and 71 retired employees for a total of 129 people.
f. Other
Dr. Coon announced that Chief Lemay has created a Citizens’ Report Procedure. He passed out the pamphlet to the Trustees, a copy of which is attached to the minutes as part of the official record.

5. Academic Senate Report
Sara McKinnon, Academic Senate President, reported on changes in curriculum and why the Board of Trustees is frequently asked to approve new curriculum and revised curriculum. These approvals keep the district in compliance with WASC standards and SLO requirements.

A copy of her statement is attached to the minutes as part of the official record.

6. Classified Senate Report
None

7. Student Senate and Student Association Report
Student Trustee Bergstrom-Wood reported that ASCOM’s first meeting is Thursday. Agenda items include a discussion on the budget and outreach for new board members since several seats were left vacant after the election.

8. Board Study Session
a. Modernization – New Academic Center
The Modernization Team reported on a successful community forum and gave a brief summary of the feedback received at the forum as follows:
• concern that the horizontal mass on College Avenue will be unbroken
• keeping the building height low is appreciated
• bringing back the great lawn was well received
Principal from Mark Cavagnero Associates (MCA) and TLCD were present at the community forum and are working on responses to the comments and concerns.

Mark Cavagnero of MCA gave a power point presentation that included proposed building placement, campus orientation and a view from the street. A copy of this presentation is attached to the minutes as part of the official record.

Public Comment:
Scott Peoples of Friends of Kentfield presented the Board with the following concerns regarding the design of the NAC:
• Concerned about the 200 feet of proposed dominant mass on College Ave;
• Kentfield doesn’t need a San Francisco State University building in its community -- this should be a community campus that represents “country life”
• Building needs more character, should be more historical; and
• Building should acknowledge the intent of Measure C.
9. **Consent Calendar Items**

Before the vote was taken, Ira Lansing of United Professors of Marin commented on item B.9.G, specifically BP 3570 Smoke-Free Learning and Working Environment. Mr. Lansing took the opportunity to remind the Board of Trustees that Collective Bargaining Agreements take precedence over Board Policies. While there is no objection to the District moving forward with the proposed Board Policy, UPM is still working on an agreement with the District so there will be a gap between the time the Policy becomes effective and UPM participates in its mandate.

M/s (Treanor/Hayashino) to approve all items on the Consent Calendar. The motion passed by a roll call vote of 5-0. Trustee Dolan was not present in the room. Student Trustee Bergstrom-Wood cast an advisory aye vote.

A. **Calendar of Upcoming Meetings**

B. **Approve Classified Personnel Recommendations**
   a. Appointment of Classified Personnel

C. **Approve Academic Personnel Recommendations**
   a. Appointment of Academic Personnel

D. **Approve Short-Term Hourly Positions**

E. **Budget Transfers – Month of June – FY 2011/12**

F. **Warrant Approval**

G. **Approve Revised Board Policies – BP1.4a** *(Review institutional needs and assess Institutional effectiveness, using Program Review, Administrative Planning and Assessment, the Strategic Plan and the Educational Master Plan)*
   - BP 2720 Communication among Board Members
   - BP 3280 Grants
   - BP 3560 Alcoholic Beverages
   - BP 3570 Smoke-Free Learning and Working Environment
   - BP 3720 Information Technology Use
   - BP 4040 Library and Other Support Services
   - BP 7110 Delegation of Authority

H. **Modernization (Measure C) - BP3.1** *(Keep modernization program on track)*
   1. Ratify/Approve Modernization Contracts, Changes and Amendments ($482,383.90)
   3. Declaration of Surplus Disposal
10. Other Action Items
   A. M/s (Hayashino/Treanor) to Approve Revised Associated Students (ASCOM) Constitution. The motion passed by a vote of 5-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood) with Trustee Dolan not present for the vote.

   B. M/s (Treanor/Hayashino) to Approve Retainer Agreement with School & College Legal Services 2011-2012. The motion passed by a unanimous vote of 5-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood) with Trustee Dolan not present for the vote.

   C. M/s (Treanor/Long) to Approve Mileage Reimbursement Rate Increase July – December 2011. The motion passed by a unanimous vote of 5-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood) with Trustee Dolan not present for the vote.

   D. Public Comment: Lindsay Crocker read a personal statement condemning the destruction of any public records. After reading her statement Ms. Crocker read a statement from Gary Jessen, also condemning the destruction of any public records. A copy of each statement is included in the minutes as part of the official record.

   M/s (Treanor/Long) to Approve Destruction of Records, Fiscal Services & College Operations. The motion passed by a unanimous vote of 6-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood).

   E. M/s (Treanor/Kranenburg) to Approve HealthStream Agreement. The motion passed by a unanimous vote of 6-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood).

   F. M/s (Kranenburg/Conti) to Approve B.10.F.1, 2, & 3. The motion passed by a unanimous vote of 6-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood).

RESOLUTIONS (Roll Call Vote)

   G. M/s (Treanor/Hayashino) to waive reading and adopt the Approve Resolution to Authorize Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self Insure Workers’ Compensation Liabilities. The motion to waive reading and adopt the Resolution passed by a unanimous vote of 6-0 (plus an advisory aye vote by Student Trustee Bergstrom-Wood).

11. Board Policy Review (1st Reading) - BP1.4a (Review institutional needs and assess institutional effectiveness, using Program Review, Administrative Planning and Assessment, the Strategic Plan and the Educational Master Plan)
   ▪ BP 2720 Communication among Board Members
   ▪ BP 3280 Grants
   ▪ BP 3560 Alcoholic Beverages
   ▪ BP 3570 Smoke-Free Learning and Working Environment
12. Future Agenda Items
   a. Bolinas Property (August/September)
   b. Parcel Tax (August/September)
   c. CCLC Board Policy/Procedures Update (September)

13. Board Reports and/or Requests (15 minutes)
   a. Legislative Report
      None.
   b. Committee Chair Reports
      None.
   c. Individual Reports and/or Requests
      None.

14. Approval of Minutes (2 minutes)
   - Minutes of June 28, 2011 Board Meeting
     M/s (Teanor/Kranenburg) to approve the Minutes of the June 28, 2011 meeting. The motion passed by a unanimous vote of 6-0-(plus an advisory aye vote by Student Trustee Bergstrom-Wood).

     Trustee Long asked that her commendation for the work that UPM and Academic Senate have done together, in response to Sara McKinnon’s report at the May 17, 2011 meeting, be reflected in the official minutes.

15. Information Items (see written reports)
   B. Modernization Update – BP3.1 (Keep modernization program on track)
      1. Director’s Report – BP3.1 (Keep modernization program on track)
      2. Contract Milestones Report through June, 2011 – BP3.1 (Keep Modernization program on track)
      3. Schedule – BP3.1 (Keep modernization program on track)
   C. Revised Administrative Procedures
      - AP 7125 Verification of Eligibility for Employment
      - AP 7126 Applicant Background Checks
      - AP 7216 Academic Employees – Grievance Procedure for Contract Decisions
      - AP 7236 Substitute and Short-Term Employees
- AP 7330 Communicable Diseases
- AP 7337 Fingerprinting
- AP 7344 Notifying District of Illness
- AP 7370 Use of District Resources for Political Activity
- AP 7371 Personal Use of Public Resources

D. Calendar of Special Events

Convocation – August 12, 2011 – 10:00 a.m. to 12 noon, Olney Hall

16. Correspondence

Board members were referred to the correspondence in their Board packets.

17. Board Meeting Evaluation

No comments

18. Adjournment

The meeting was recessed to closed session at 9:33 p.m. in room 122 in Building 27 on the Indian Valley campus. All publicly elected Trustees were present except Trustees Dolan and Namnath. President Coon was also in attendance.

The meeting was recessed to open session at 10:35 p.m. Board President Conti reported that no action was taken during closed session and adjourned the meeting.
PROFESSIONAL STANDARDS

You have a right to make a complaint against a peace officer for any improper law enforcement conduct. California law requires this agency to have a procedure to investigate citizen's complaints. You have a right to a written description of the procedure. This agency may find after investigation that there is not enough evidence to warrant action on your complaint. Even if that is the case, you have the right to make the complaint and have it investigated if you believe a department employee behaved improperly. Citizen complaints and any reports or findings relating to complaints must be retained by this agency for at least five years.

I have read and understood the above statement.

Complainant________________________

Date______________________________

INVESTIGATIVE PROCEDURE

You may choose to come to the Police Department in person to make your Citizen's Report as experience has indicated that it is most desirable to obtain information during a personal interview. Additionally, you have the options of making your citizen's report by telephone or in writing utilizing this form, and you have the option of remaining anonymous.

If you desire to identify yourself you will be asked to provide the following information:
1. Your name, address, and telephone number;
2. If a specific incident is involved, the date, time and location of that incident;
3. The names of any possible witnesses and telephone numbers, if available;
4. If the incident involves an arrest, the name, address, and telephone number of the individual arrested, if available;
5. If the incident involves a member of the department, the name, position in the department, and car number if available;
6. Details of the subject matter which prompted your interest;
7. In some circumstances you may be asked to voluntarily cooperate with a polygraph examination.

A member of the department will be assigned to contact you and an investigator will interview all available witnesses, involved department members, and will examine all relevant documentary and physical evidence.

Each citizen's report will be examined on its own merit. Should your citizen's report involve an allegation of improper action by a member or members of this department there are four possible findings which will result from our investigation:

1. Sustained: the investigation disclosed sufficient evidence to clearly prove the allegation;
2. Not sustained: the investigation failed to disclose sufficient evidence to clearly prove or disprove the allegation;
3. Unfounded: the investigation has produced sufficient evidence to prove that the act or acts complained of did not occur as alleged;
4. Exonerated: the acts which provided the basis for the allegation occurred; however, investigation revealed that the acts were justified, lawful, and proper.

Should the investigation of this citizen's report indicate improper actions by a member of this department, I will initiate corrective action in accordance with the policies and procedures employed in this department. Such actions may include counseling, retraining, or disciplinary action against the employee.

Citizen's reports are investigated by members of the department specifically assigned by me. As Police Chief, I feel that it is my responsibility to review the final report and approve the findings of an investigation. I will notify you by mail upon the completion of the investigation which is initiated by your report.

In Summary,
Citizen reports assist me in maintaining the present quality of law enforcement services throughout the College District and provide a means for improvement. They additionally assure the citizen that corrective action is taken if there is misconduct by a member of this Office. Further, a thorough and impartial investigation procedure protects peace officers from unwarranted accusations.

The College of Marin Police, Office of the Chief, welcomes your complaints, constructive criticism, suggestions and information in the interest of better law enforcement.

835 College Avenue
Building TB-1
Kentfield, CA. 94904
(415)485-9455
As Police Chief for the College of Marin, I am committed to providing the highest quality of law enforcement available. In order to achieve this goal I welcome your comments, suggestions, constructive criticism, and valid complaints regarding actions or inactions by members of this Office or matters of department policy.

As an aid to assist me in this regard, a Citizen Report form has been prepared. This report can be given to any department member at any time of the day, and it will be forwarded to the Chief of the College of Marin Police Department.

Each report received will be thoroughly investigated and I will initiate appropriate corrective action when necessary. You will be informed of the results of the completed investigation.

Any commendation of actions of department employees will result in appropriate recognition.

Should you care to make your report in person, you may come to our business office located at 635 College Avenue TB-1 Kentfield, and a member of my staff will assist you. Should you desire to complete your report in writing, you may mail or bring this form to the same address. You can be assured that you will be received courteously and that thorough consideration will be given to your concerns.

If, for any reason, you desire confidentiality in this matter your request will be honored.

I hope that you will feel free to express yourself on any matter which you feel should be brought to my attention. Each citizen’s report will receive my personal attention as I recognize that our first responsibility is to serve and protect the citizens we encounter at the College of Marin.

Sincerely,

Chief Mitchell A. Lemay
College of Marin Police Department

SIGNATURE
Academic Senate Report to the Board of Trustees – July 19, 2011

The question has been raised a couple of times by board members in recent months as to why you have to approve curriculum revisions or why our curriculum has to be approved at the state level by the Chancellor’s Office. Some of you may subscribe to the idea that College of Marin is different and therefore, we get to play by our own rules. Public education does not work like that. Standards are created at the National and state level for all schools to follow in order to ensure a common framework for our coursework. By having such an agreement as to what we mean by say English 1A, students are held to this standard and the outside world, whether 4-year institutions or the employment world, have a common understanding of what this course taught students and overall – what a particular degree stands for.

You have asked why you are seeing so many courses listed in your board packets. This has occurred for several reasons. First, many course outlines were over 10 years old and some over 20 years old. Title 5 requires that all courses be revised every 5 years and every 2 years for vocational classes. Whether or not a course is up to date affects articulation and the ability for students to receive transfer credit for the courses they have taken at College of Marin from the receiving institutions.

Second, about ten years ago WASC began to demand compliance with a requirement to have Student Learning Outcomes. Much of California was late to this process. The rest of the country started 20 years ago. Writing SLOs has required a shift in perspective for the faculty. In the past we wrote our objectives based on what WE would do for the students. For example, “give students a working knowledge of X”. Student Learning Outcomes must be written to consider what the STUDENTS will be able to do and they must be measurable. For example, “Critically evaluate and compare economic systems and social conditions of specific nations.”

WASC has given all of the community colleges until fall 2012 to not only write SLOs for our courses but also for our GE program and our degrees and certificates and our student services areas. But not only must we write them (which is what we are completing right now) – but also to assess them and have the results of these assessments inform our budgeting process.
Therefore, all curriculum proposals and revisions, not only must outline catalog and schedule descriptions, content for class and lecture, methods of evaluation, sample assignments in class and out, pre-and co-requisite information, distance education information, the how much, for what and why of materials fees, textbook recommendations that were published within the last 5 years, but also include student learning outcomes.

The process involves chairs and deans signing off on the outlines, the Union District Workload Committee signing off on workload issues, and curriculum committee approval. In almost every case, the outlines do not get through this process the first time. There are always things that have been forgotten or mis-checked etc. In this case, notes are sent back to the discipline faculty and they must revise and return to us. Once the outlines have been approved by all of the above, the Vice President of Student Learning reads them and signs off and then they are listed in your board packet for your consent. The next stop is the Chancellor’s Office, which will not even consider them unless they have been approved by you. Without Chancellor Office approval, we cannot offer a course.

Where are we? We have just about completed all the course revisions to include SLOs and recent textbooks and to update content etc. In fact, according to the course outline database stats – out of 1,149 course outlines in the database, 1,131 (or 98.43%) have SLOs! This has been a huge effort on the part of our faculty. In some disciplines where there are zero or perhaps only one full time instructor, the job was taken on by part time faculty with no additional compensation. Most disciplines have revised virtually ALL of their outlines over the last 2-3 years. These courses have always existed. You just haven’t seen them all in your packet at the same time before. This is why in your last packet you saw so many modern languages courses. The department’s part time faculty did an incredible job of updating ALL of their outlines. Also just to be clear, just because it is in the catalog, does not mean that a course is offered every semester. Some are only offered once every two years. And during these tight budget times, disciplines are being asked to prioritize their offerings.

--Sara McKinnon
Academic Senate President
MODEL VIEW OF PROPOSED NAC AT INTERSECTION OF SIR FRANCIS DRAKE AND COLLEGE AVE

CURRENT VIEW ALONG COLLEGE AVE
July 19, 2011

I respectfully suggest that approval of Item B 10 D, “Destruction of Records, Fiscal Services and College Operations” (page 112 of tonight’s agenda) would set a dangerous precedent.

I believe it is still assumed by my generation that public records should be accurate, secure and readily available to the public. Reasons should be offered for the need to destroy, rather than for the need to retain. (Surely this campus does not want to join the ranks of entities like PG & E which are being publicly embarrassed by their poor record-keeping.)

With today’s technology, retention of records is inexpensive, efficient and takes tiny amounts of space. Particularly given the enormous amounts of space provided by these two campuses, any error in judgment should be on the side of retaining, rather than destroying.

(Eileen) Lindsay Crocker

(Eileen) Lindsay Crocker

100 South Street #211

Sausalito CA 94965 (415) 717-0189
July 19, 2011

Re: Record Destruction

Dear Mr. President and Board of Trustees:

I very much oppose the destruction of Records as outlined on the Agenda Item B 10 D for many reasons but the most important being as follows:

1. Why? Couldn’t they be scanned and stored electronically?

2. Since some of you were in your present positions five years ago, conceivably couldn’t you be destroying proofs of your malfeasance and or criminality?

3. Could some of these files be of value for some future, unforeseen audit, law suit or evidence? (For instance, my CPA and the US Treasury have advised all of us to keep records for at least 7 years and in some cases even longer.)

4. As a holder of an M.A. in history, I know the importance of source data. Could not these files be of value perhaps to a future historian, sociologist or cultural anthropologist?

Finally, to use the old adage, “Haste Makes Waste”. Since these files certainly can be reduced in size, how about waiting at least until a committee of objective, unbiased professionals has a chance at looking over the files?

If they are deemed totally without value to academicians, auditors or legal institutions, then go for it. Until then, wait.

Also, just out of curiosity, how much will this destruction cost?

I thank you for your time and consideration.

Gary N. Jessen

12 El Cerrito Avenue

San Rafael CA 94901 (415) 497-2044

email GaryJessen@gmail.com
BACKGROUND:

Attached for your information is a listing of all External Consultants and Contractors with whom we entered into a contract in excess of $1,000 with a description of services provided.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0212215</td>
<td>GovernmentJobs.com, Inc Online recruiting services for College staffing.</td>
<td>Human Resources</td>
<td>$ 7,400.00</td>
</tr>
<tr>
<td>P0212234</td>
<td>Liebert Cassidy &amp; Whitmore Membership services for Human Resources.</td>
<td>Human Resources</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>P0212258</td>
<td>Perfect Timing, Inc Information technology services for the College.</td>
<td>Information Technology</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>P0212274</td>
<td>Job Elephant.com Membership services for advertising through the Northern California Higher Education Recruitment Consortium.</td>
<td>Human Resources</td>
<td>$ 1,300.00</td>
</tr>
<tr>
<td>P0212283</td>
<td>ARTstor Artwork database services for the Art Department.</td>
<td>Arts and Humanities</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>P0212284</td>
<td>Remote-Learner US, Inc Moodle conversion services for the College.</td>
<td>Information Technology</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>P0212286</td>
<td>3M Library Systems Maintenance/Service agreement for the Library security system.</td>
<td>Learning Resources Center</td>
<td>$ 1,287.00</td>
</tr>
<tr>
<td>P0212287</td>
<td>Perry-Smith, LLP Audit services for the District, Foundation and Measure C audits for 2010-2011.</td>
<td>District Wide</td>
<td>$ 74,850.00</td>
</tr>
<tr>
<td>P0212304</td>
<td>Oxford University Press, Inc Online database services for Oxford references.</td>
<td>Learning Resources Center</td>
<td>$ 1,850.00</td>
</tr>
<tr>
<td>P0212307</td>
<td>Community College League of California Consulting services for updating Board Policy and Procedures for the College, June 2011 to May 2012.</td>
<td>District Wide</td>
<td>$ 16,500.00</td>
</tr>
<tr>
<td>P0212308</td>
<td>College &amp; University Professional Association For Human Resources Membership services for Human Resources.</td>
<td>Human Resources</td>
<td>$ 1,260.00</td>
</tr>
<tr>
<td>P0212309</td>
<td>Northern California Community Colleges SIA PROP/LIAB Insurance services for College's contribution of property and liability insurance for 2011-2012.</td>
<td>District Wide</td>
<td>$182,488.00</td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Department</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------------------</td>
<td>-------------------</td>
<td>----------</td>
</tr>
<tr>
<td>P0212313</td>
<td>Job Elephant.com</td>
<td>Human Resources</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td></td>
<td>Recruitment advertising services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212314</td>
<td>Maximus, Inc</td>
<td>District Wide</td>
<td>$ 8,910.00</td>
</tr>
<tr>
<td></td>
<td>Supporting services for 2011-2012 for Senate Bill 90 (SB90) mandated costs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212328</td>
<td>Cook Paging</td>
<td>Maintenance</td>
<td>$ 1,273.05</td>
</tr>
<tr>
<td></td>
<td>Paging services for the maintenance department for 2011/2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212330</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$ 6,165.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/service agreement for annual elevator services at Kentfield Campus for 2011/2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212331</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td></td>
<td>Service agreement for emergency elevator services for both Kentfield and Indian Valley Campuses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212332</td>
<td>Slembrouck Many Corporation</td>
<td>Maintenance</td>
<td>$ 3,780.00</td>
</tr>
<tr>
<td></td>
<td>Alarm monitoring services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212334</td>
<td>American Sentry Systems, Inc</td>
<td>Maintenance</td>
<td>$ 2,784.00</td>
</tr>
<tr>
<td></td>
<td>Alarm monitoring services for Bolinas, Health Services, Student Services, and Pool at Kentfield Campus for 2011/2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212336</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$ 2,099.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/service agreement for annual elevator services at Indian Valley Campus for 2011/2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212338</td>
<td>McQuary International</td>
<td>Maintenance</td>
<td>$ 7,622.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/service agreement for Learning Resources Center HVAC chiller, at the Kentfield Campus, for 2011/2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212346</td>
<td>Fire King Fire Protection</td>
<td>Maintenance</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td></td>
<td>Annual fire equipment inspections services for the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212362</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Communications</td>
<td>$15,680.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for cable television spots for Fall 2011 classes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212363</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Communications</td>
<td>$10,500.00</td>
</tr>
<tr>
<td></td>
<td>Print advertising services for Fall 2011 classes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212364</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Communications</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td></td>
<td>Production services for advertising the Fall 2011 semester.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Department</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>-----------</td>
</tr>
</tbody>
</table>
| P0212365         | Peoplecub  
Web event services for the College.                                           | Communications      | $ 1,000.00|
| P0212366         | Marin Independent Journal  
Advertising services for TV guide section for the Fall 2011 semester. | Communications      | $ 5,000.00|
| P0212367         | David Paul Morris  
Photographer services for the College.                                           | Communications      | $ 1,000.00|
| P0212368         | Poor Ann's Press  
Finishing services for overflow copying and printing.                               | Communications      | $ 1,000.00|
| P0212371         | Donna Caldwell  
Computer training services for staff.                                         | Communications      | $ 2,000.00|
| P0212378         | H&H Printing  
Printing services for the 2011-2012 catalog.                                      | Communications      | $ 7,655.80|
| P0212368         | Easy Permit Postage  
Postal services for the permit 53 bulk mailing.                                      | Logistics           | $ 13,000.00|
| P0212380         | Xerox Corporation  
Leasing services for copiers in the Harlan center and the mail room.               | Logistics           | $ 2,000.00|
| P0212382         | Pitney Bowes Postage By Phone  
Postal services for College correspondence.                                               | Logistics           | $ 10,000.00|
| P0212384         | Pacific Sun  
Internet advertising services for Fall 2011 semester.                              | Communications      | $ 1,200.00|
| P0212386         | Pitney Bowes Global Financial Services, LLC  
Leasing services for the postage meter.                                                  | Logistics           | $ 2,500.00|
| P0212387         | Saddle Point Systems  
Leasing services for the fastback binding system.                                          | Logistics           | $ 1,000.00|
| P0212388         | K Wilson & Company  
Maintenance services for the College cutter.                                             | Logistics           | $ 1,832.00|
| P0212389         | Xerox Corporation  
Leasing services for the DC260 color copier.                                             | Logistics           | $ 5,000.00|
| P0212390         | Xerox Corporation  
Maintenance/Service agreement for Science Center Copier.                                   | Logistics           | $ 2,000.00|
### Contracts and Agreement for Services
**OVER $1,000.00**
**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0212391</td>
<td>Remote-Learner US Inc</td>
<td>Learning Resources Center</td>
<td>$9,995.00</td>
</tr>
<tr>
<td></td>
<td>Database hosting level II dedicated services for Moodle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212392</td>
<td>Innovative Interfaces, Inc</td>
<td>Learning Resources Center</td>
<td>$10,450.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/upgrading interfacing services for Learning Center databases.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212393</td>
<td>School &amp; College Legal Services of California</td>
<td>District Wide</td>
<td>$37,000.00</td>
</tr>
<tr>
<td></td>
<td>Legal services retainer for 2011-2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212411</td>
<td>Smile A Program of De Lage Landen Financial Services</td>
<td>Maintenance</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service agreement for copier for the 2011-2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212422</td>
<td>Shred-it</td>
<td>District Wide</td>
<td>$6,000.00</td>
</tr>
<tr>
<td></td>
<td>Document shredding services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212424</td>
<td>Floor Tec</td>
<td>Maintenance</td>
<td>$3,679.53</td>
</tr>
<tr>
<td></td>
<td>Installation services for flooring in the Student Services area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212425</td>
<td>Industrial Employers and Distributors Association</td>
<td>District Wide</td>
<td>$24,679.53</td>
</tr>
<tr>
<td></td>
<td>Labor relations services with CSEA and SEIU.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212427</td>
<td>Nature of Interpreting</td>
<td>Human Resources</td>
<td>$3,440.00</td>
</tr>
<tr>
<td></td>
<td>Interpretation services for ASL classes on 8/15, 9/12, 11/2 and 12/5, 2011.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212430</td>
<td>Discovery Office Systems</td>
<td>District Wide</td>
<td>$1,820.73</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service agreement for Kyocera KM-3035 copier in the Indian Valley Campus mail room for 2011/2012.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Restricted</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212267</td>
<td>Eureka, Cal Career Info System</td>
<td>Student Development</td>
<td>$1,506.60</td>
</tr>
<tr>
<td></td>
<td>Employment database services for students of the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212269</td>
<td>SARS Software Products, Inc</td>
<td>Student Development</td>
<td>$3,605.40</td>
</tr>
<tr>
<td></td>
<td>Student appointment scheduling software for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212270</td>
<td>Ikon Office Solutions</td>
<td>Student Development</td>
<td>$1,400.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service agreement for the Canon copier.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0212406</td>
<td>National Association of Student Financial Aid Administrators</td>
<td>Learning Resources Center</td>
<td>$1,034.00</td>
</tr>
<tr>
<td></td>
<td>Membership services for access to NASFAA website and databases.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Contracts and Agreement for Services
OVER $1,000.00
MONTHLY REVIEW

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0212372</td>
<td>Mcgraw-Hill Construction Regional</td>
<td>Measure C</td>
<td>$ 1,240.00</td>
</tr>
<tr>
<td></td>
<td>Publications</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Legal advertising services for four projects on July 8 and July 12, 2011.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND:

The CCFS-311Q report is attached for review. Staff is available to answer any questions.
### Unrestricted General Fund Revenue, Expenditure and Fund Balance:

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Actual 2007-08</th>
<th>Actual 2008-09</th>
<th>Actual 2009-10</th>
<th>Actual 2010-2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>44,436,659</td>
<td>45,788,647</td>
<td>45,402,489</td>
<td>45,302,503</td>
</tr>
<tr>
<td>A.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>235</td>
</tr>
<tr>
<td>A.3</td>
<td>Total Unrestricted Revenue (A.1 + A.2)</td>
<td>44,436,659</td>
<td>45,788,647</td>
<td>45,402,489</td>
<td>45,302,738</td>
</tr>
<tr>
<td>B.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>44,678,091</td>
<td>44,178,109</td>
<td>43,876,510</td>
<td>43,692,863</td>
</tr>
<tr>
<td>B.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>609,966</td>
<td>1,213,098</td>
<td>1,280,672</td>
<td>560,575</td>
</tr>
<tr>
<td>B.3</td>
<td>Total Unrestricted Expenditures (B.1 + B.2)</td>
<td>45,288,057</td>
<td>45,391,205</td>
<td>45,157,182</td>
<td>44,253,438</td>
</tr>
<tr>
<td>C.</td>
<td>Revenues Over(Under) Expenditures (A.3 - B.3)</td>
<td>-851,398</td>
<td>297,442</td>
<td>245,307</td>
<td>1,049,300</td>
</tr>
<tr>
<td>D.</td>
<td>Fund Balance, Beginning</td>
<td>5,470,652</td>
<td>4,618,497</td>
<td>4,915,939</td>
<td>5,161,246</td>
</tr>
<tr>
<td>D.1</td>
<td>Prior Year Adjustments + (-)</td>
<td>-757</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D.2</td>
<td>Adjusted Fund Balance, Beginning (D + D.1)</td>
<td>5,469,895</td>
<td>4,618,497</td>
<td>4,915,939</td>
<td>5,161,246</td>
</tr>
<tr>
<td>E.</td>
<td>Fund Balance, Ending (G. + D.2)</td>
<td>4,618,497</td>
<td>4,915,939</td>
<td>5,161,246</td>
<td>6,210,546</td>
</tr>
<tr>
<td>F.1</td>
<td>Percentage of GF Fund Balance to GF Expenditures (E. / B.3)</td>
<td>10.2%</td>
<td>10.8%</td>
<td>11.4%</td>
<td>14%</td>
</tr>
</tbody>
</table>

### Annualized Attendance FTES:

| G.1  | Annualized FTES (excluding apprentice and non-resident)                      | 4,424          | 4,737          | 5,415          | 5,390           |
### III. Total General Fund Cash Balance (Unrestricted and Restricted)

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.1</td>
<td>Cash, excluding borrowed funds</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>H.2</td>
<td>Cash, borrowed funds only</td>
<td>11,702,200</td>
<td>11,235,454</td>
<td>11,722,446</td>
<td>11,563,198</td>
</tr>
<tr>
<td>H.3</td>
<td>Total Cash (H.1 + H.2)</td>
<td>11,702,200</td>
<td>11,235,454</td>
<td>11,722,446</td>
<td>11,563,198</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Adopted Budget (Col. 1)</th>
<th>Annual Current Budget (Col. 2)</th>
<th>Year-to-Date Actuals (Col. 3)</th>
<th>Percentage (Col. 3/Col. 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>45,065,453</td>
<td>45,065,453</td>
<td>45,302,503</td>
<td>100.5%</td>
</tr>
<tr>
<td>I.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>0</td>
<td>235</td>
<td>100%</td>
</tr>
<tr>
<td>I.3</td>
<td>Total Unrestricted Revenue (I.1 + I.2)</td>
<td>45,065,453</td>
<td>45,065,453</td>
<td>45,302,738</td>
<td>100.5%</td>
</tr>
<tr>
<td>J.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>44,608,810</td>
<td>44,608,810</td>
<td>43,692,863</td>
<td>97.9%</td>
</tr>
<tr>
<td>J.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>454,272</td>
<td>454,272</td>
<td>560,575</td>
<td>123.4%</td>
</tr>
<tr>
<td>J.3</td>
<td>Total Unrestricted Expenditures (J.1 + J.2)</td>
<td>45,063,082</td>
<td>45,063,082</td>
<td>44,253,438</td>
<td>98.2%</td>
</tr>
<tr>
<td>K.</td>
<td>Revenues Over(Under) Expenditures (I.3 - J.3)</td>
<td>2,371</td>
<td>2,371</td>
<td>1,049,300</td>
<td>100%</td>
</tr>
<tr>
<td>L.</td>
<td>Adjusted Fund Balance, Beginning</td>
<td>5,161,246</td>
<td>5,161,246</td>
<td>5,161,246</td>
<td>100%</td>
</tr>
<tr>
<td>L.1</td>
<td>Fund Balance, Ending (C. + L.2)</td>
<td>5,163,617</td>
<td>5,163,617</td>
<td>6,210,546</td>
<td>100.3%</td>
</tr>
<tr>
<td>M</td>
<td>Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)</td>
<td>11.5%</td>
<td>11.5%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
V. Has the district settled any employee contracts during this quarter?  

NO

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

<table>
<thead>
<tr>
<th>Contract Period Settled (Specify) YYYY-YY</th>
<th>Management</th>
<th>Permanent</th>
<th>Academic</th>
<th>Temporary</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Cost Increase</td>
<td>% *</td>
<td>Total Cost Increase</td>
<td>% *</td>
<td>Total Cost Increase</td>
</tr>
<tr>
<td>a. SALARIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>b. BENEFITS:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Year 1:</td>
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<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* As specified in Collective Bargaining Agreement or other Employment Contract

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

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?  

YES

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

In June 2011, the District repaid its Fiscal Year 2010-11 TRAN in the amount of $9,200,000.

VII. Does the district have significant fiscal problems that must be addressed?  

This year? NO  
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
California Community Colleges
Chancellor's Office

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

District: (330) MARIN

Your Quarterly Data is Certified for this quarter.

Chief Business Officer
CBO Name: Albert J. Harrison II
CBO Phone: 415-883-2211
CBO Signature: [Signature]
Date Signed: 8-14-11

Chief Executive Officer Name: David Wain Coon
CEO Signature: [Signature]
Date Signed: 8-14-11

Electronic Cert Date: 08/12/2011

District Contact Person
Name: Peggy Isozaki
Title: Director, Fiscal Services
Telephone: 415-884-3160
Fax: 415-883-3261
E-Mail: peggy.isozaki@marin.edu

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 catalig@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu
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https://misweb.cccco.edu/cc311Q/certify.aspx

8/12/2011
BACKGROUND:

The College is self-funded for dental and vision insurance and has had an agreement with the Alameda County Schools Insurance Authority (ACSIG) since 1994 to administer these programs. These services include facilitating enrollments, eligibility confirmations and coordination of payments to Delta Dental and Vision Service Plan.

The College wishes to consolidate all health benefit services under one plan administrator, Keenan and Associates. As a result, the College has given notice to ACSIG of our intent to cancel the current agreement effective September 30, 2011.

An agreement with Keenan and Associates for administration services for our self-funded dental and vision plans will be brought forward to the September Board meeting for approval.
Modernization Director's Report to Board of Trustees
August 23, 2011

BUDGET UPDATE

Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
Reserves: $7,239,000, of which $2,300,000 is allocated to IVC
Expended to date: $146.1 million (55.2% of bond spending plan)
  • Assessment $ 5.5 million
  • Planning/design $52.5 million
  • Construction $88.1 million

Summary of modernization items in this agenda:

Consent (all routine items not requiring resolution or discussion): ($828,686)
  • Twelve (12) new construction contracts for ratification ($723,320)
  • Two (2) construction change orders ($42,797)
  • Two (2) professional service agreement amendments ($48,000)
  • One (1) new lease agreement ($14,569.27)

Action (items requiring resolution or discussion): ($731,438)
  • Approve 5 Year Construction Plan
  • Approve New Professional Services Agreement: Radixos – Furniture, Fixtures & Equipment
    (FF&E) Consultant; related to projects ($247,170):
    o Science Math Central Plant Complex Increment 2&3
    o Site Development & Building Project (305A)
    o Performing Arts Building Modernization Project (306A)
    o Child Study Center Project (303C)
  • Resolution Declaring Non-School Building for Instructional Purposes; Resolution No. XX for
    Performance Tent: PA & FA Relocation Project (8501)
  • Approve Award of a Construction Contract: MEP Supplemental Project (308B-402A-407B-417A); Trahan
    Mechanical ($404,254.00)
  • Pre-Authorize Award of California Multiple Award Schedules (CMAS) Contract: PE Track
    Renovation Project (308G)
  • Approve Change Order # 17 and Resolution XX Attesting No Benefit to Bidding out Change
    Order Work ($80,014); Jeff Luchetti Construction, Inc. New Fine Arts Building Project
    (306C)

Net value of new contracts / changes / amendments in this agenda: ($1,560,124)

CURRENT DESIGN

• KTD New Academic Center
  Schematic design is progressing well. Internal and external community input has been favorable.
  Design updates this meeting.

• KTD Child Development Center
  Design of separate increments for site work and building are underway as well as the CEQA process
  (environmental review).
CURRENT CONSTRUCTION

- KTD Fine Arts Building: Change orders #17 is presented this meeting; change orders = 10.60%.
- IVC Utilities Project: No change orders this meeting.
- SMCP Science Math Central Plant No change orders this meeting.
- KTD Performing Arts Building: Change Order #3 is presented this meeting; change orders = 0.7%.

OTHER OPEN INITIATIVES

- Swing space/relocation: The Kentfield great lawn will be used temporarily (through December) for PA swing space including trailers and a performance tent.
- Furniture, fixtures, equipment: FF&E at the FA project is essentially complete; a few longer lead items remain including the lighting, and the kiln and foundry area roof extensions.
- Signage: Signage at IVC is essentially complete. Temporary signage at Kentfield continues to be updated as construction boundaries change.
- Project Stabilization Agreement: Proceeding.
- LEED The New Main Building currently stands to gain a gold rating; PA is tracking for silver, both are pending final approval of project documentation.

BOARD FUND-RAISING OPPORTUNITIES

- IVC New Main Building Name needed for building; opportunity to “purchase”
- IVC New Main Building Harry Moore Memorial bench w/sustainability sign (~$15,000). To date roughly $15,760 has been raised. Final design of the sustainability plaque is underway.
- KTD Science Complex Installation of historic items salvaged from Dickson Hall, part of museum in new facility (~$150,000)
- PA Performing Arts Donor opportunities for FF&E are being developed.
## Completed Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget (Approx)</th>
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</thead>
<tbody>
<tr>
<td>KTD College Avenue Utility Conduit Crossing</td>
<td>$68,000</td>
</tr>
<tr>
<td>KTD Dance Relocation</td>
<td>$770,800</td>
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<tr>
<td>KTD Diamond PE Center</td>
<td>$20,900,000</td>
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<tr>
<td>KTD Dickson Hall Faculty Relocation</td>
<td>n/a</td>
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<tr>
<td>KTD DSPS Relocation</td>
<td>$212,000</td>
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<tr>
<td>KTD Health Services Relocation</td>
<td>$495,000</td>
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<tr>
<td>KTD Larkspur Annex Restoration</td>
<td>$1,200,000</td>
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<tr>
<td>KTD Literacy Lab (partially funded by Redevelopment funds)</td>
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<td>KTD Parking Lot 10 Paving Project</td>
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<td>KTD Photovoltaic System</td>
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<tr>
<td>KTD Pool Repair Project</td>
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<tr>
<td>KTD Portable Village Swing Space</td>
<td>$1,300,000</td>
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<tr>
<td>KTD West Bridge</td>
<td>$2,000,000</td>
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<tr>
<td>KTD Hazmat Abatement</td>
<td>n/a</td>
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<tr>
<td>KTD Science Math Central Plant Complex Increment 1 Site Utilities</td>
<td>7,800,000</td>
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<tr>
<td>KTD and IVC Geothermal Fields</td>
<td>$9,300,000</td>
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<tr>
<td>KTD and IVC Greenhouse/Shade Structure Relocation</td>
<td>$359,000</td>
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<td>KTD and IVC Tree Removal</td>
<td>$315,000</td>
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<tr>
<td>KTD New Fine Arts</td>
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<tr>
<td>IVC 12kV Utility Extension</td>
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<td>IVC Creek Erosion Mitigation</td>
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<td>IVC Fire Mitigation</td>
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<td>IVC Gas Main Replacement</td>
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<td>IVC Pomo 4 Roof Replacement</td>
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<tr>
<td>IVC Storm Drain Repairs</td>
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<tr>
<td>IVC TransTech Swing Space</td>
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<tr>
<td>IVC Trans. Tech. Complex:</td>
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<tr>
<td>KTD SMCP Utility Project</td>
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<tr>
<td>IVC New Main Building</td>
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</tbody>
</table>

**Total completed projects to date:** $107,960,726
### A. Alfa Tech Consulting Enterprise

**Activity**
- Geothermal / PV @ PE / SIEwork

**Milestone**
- Electrical & IT design services for 12KV Utility extension project: as follows: 4/21/2014 schedule
- Amendments for 4/21/2014 schedule
- Complete
- Construction Admin for PE Center Supplemental Cooling Project 300B: 12/31/2010
- Amendments 24: Complete

### B. Amy Skews-Cox (EIR)

**Activity**
- No outstanding items

### C. CSW Stuber-Stroeh (Biscawale / West Campus Bridge / SIEwork)

**Activity**
- Main Building Complex (417A)
  - Milestone Date: 10/12/2009
  - Document: Amendment 26
  - Completed
- Create final Record Set documenting all completed utility infrastructure project on Indian Valley Campus, District Civil Engineer Project (4023)
  - Milestone Date: 6/30/2011
  - Document: Amendment 35
  - In closeout
- Site work/engineering recommendations for pavement repair on Ignacio Blvd & the loop through the parking area used by buses during construction-Main Bldg Complex (417A)
  - Milestone Date: 2/28/2011
  - Document: Amendment 35
  - Complete
- Civil Engineering Survey as follows: Topo survey & stake map paver demo & rehab plan, grading & drainage plan, signing & striping plan, SWPPP & Erosion Control Plans, SLC-Main Bldg Complex (417A)
  - Milestone Date: 6/30/2011
  - Document: Amendment 36
  - Complete
- Site work engineering recommendations for site development on Ignacio Blvd & the loop through the parking area used by buses during construction-Main Bldg Complex (417A)
  - Milestone Date: 12/31/2011
  - Document: Amendment 37
  - In progress

### D. Degenkolb Engineers (District Structural Engineers)

**Activity**
- No outstanding items

### E. EDZ International (Science / Math / Central Plant)

**Activity**
- Construction Phase - 24 Months
  - Milestone Date: 4/1/10 - 4/30/12
  - Document: Contract
  - In progress
- Construction Phase Close-out Phase - 12 months
  - Milestone Date: 6/30/2012
  - Document: Contract
  - In progress
- Additional services for subconsultant (David Lautz) to prepare proposals to evaluate construction costs for revisions to existing design. This will include an assessment of the project scope and cost implications.
  - Milestone Date: N/A
  - Document: Amendment 3
  - In progress

### F. Fugro West, Inc. (District Soil Engineer)

**Activity**
- No outstanding items

### G. HKIT (Hardison, Komatsu, Ivettich & Tucker) (Transportation Technology Center)

**Activity**
- Operation/Projects Close-out Phase - 12 months
  - Milestone Date: 6/30/19 - 6/30/19
  - Document: Contract
  - In progress
- Programming confirmation & design of schematic design, Child Study Center at KTD Project 300C
  - Milestone Date: 12/31/2011
  - Document: New SF Contract
  - In progress
- Construction Drawings & Specifications 65% review for the MEP Supplemental Project (3286/420A/417A/467B)
  - Milestone Date: 5/20/2011
  - Document: Amendment 21
  - Complete
- Construction Drawings & Specifications - Bid Set Due for the MEP Supplemental Project (3286/420A/417A/467B)
  - Milestone Date: 6/17/2011
  - Document: Amendment 21
  - In progress
- Construction Drawings & Specifications - Bldg & CA Services for the MEP Supplemental Project (3286/420A/417A/467B)
  - Milestone Date: 6/20/11 to 10/01/11
  - Document: Amendment 21
  - In progress
- Continued programming confirmation, continued schematic design and beginning of design development, Child Study Center Project 303C
  - Milestone Date: 6/30/2011
  - Document: SF Amendment
  - In progress
- Design & engineering services for DSA required ramp available in the Transportation Technology Center Project 467B
  - Milestone Date: 6/30/2011
  - Document: Amendment 22
  - In progress
- Long Term Contract for Child Study Center Project 303C
  - Milestone Date: New LF Contract
  - In progress
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<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
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<tbody>
<tr>
<td>Main Building Complex Signage (417A)</td>
<td>9/00/010</td>
<td>Amendment 5</td>
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<tr>
<td>Addi construction ads services related to signage for</td>
<td>N/A</td>
<td>Amendment 6</td>
<td>In progress</td>
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<td>Science-Math-CP Complex Project 305A</td>
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I. Kwan Hemm (Diamond PE Center)

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J. Marcy Wong and Don Logan (FA / PA Buildings)

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<td>Construction Phase</td>
<td>3/16/00 - 6/30/04</td>
<td>Contract</td>
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<td>Operation/Project Close-out Phase - 12 months</td>
<td>6/30/01 - 7/22/01</td>
<td>Contract</td>
<td>In close out</td>
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<tr>
<td>Project Close-out with DSA</td>
<td>4/30/11 - 8/31/12</td>
<td>Contract</td>
<td>In close out</td>
</tr>
<tr>
<td>Extra programming &amp; conceptual design schemes</td>
<td>dates not changed</td>
<td>Amendment 1</td>
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<td>Survey specs and green project scope guidelines</td>
<td>dates not changed</td>
<td>Amendment 1</td>
<td>In progress</td>
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<tr>
<td>Feasibility study required by DSA and additional time and material</td>
<td>11/1/2011</td>
<td>Amendment 9</td>
<td>In progress</td>
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<tr>
<td>authorization for additional revenue to meet DSA requirements for PA</td>
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<td>305A</td>
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<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
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<tr>
<td>Project Close-out with DSA</td>
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K. Nissin & Moore (District Industrial Hygienist Consultant)

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L. Rossion Hanemoei Alley & Abey (District Landscape Consultant)

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<th>Activity</th>
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<tbody>
<tr>
<td>Kentfield Campus Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
<td>Amendment 3</td>
<td>On going</td>
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<tr>
<td>LEED Services</td>
<td>6/15/07 through CA Phase</td>
<td>Amendment 4</td>
<td>On going</td>
</tr>
<tr>
<td>Construction Administration</td>
<td></td>
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<tr>
<td>Conceptual parking lot study for lots 1, 5, 7 and 8 on RTD</td>
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<tr>
<td>Campus as requested by Owner in prep for February BOD report and</td>
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<tr>
<td>Revised Bond Spending Plan; District Landscape Architecture Project</td>
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<td>(837A)</td>
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M. Steinberg Architects (District Architect)

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<th>Document</th>
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N. Transitions (FF & E Consultant)

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<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
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<tbody>
<tr>
<td>FF&amp;E Specifications - PA Modernization (305A)</td>
<td>1/1/2011</td>
<td>Amendment 3</td>
<td>On going</td>
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<tr>
<td>FF&amp;E Specifications - SMCP Increment #3 (255A)</td>
<td>3/1/2009</td>
<td>Amendment 3</td>
<td>On going</td>
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<td>FF&amp;E Specifications - Main Building Complex (417A)</td>
<td>7/1/2008</td>
<td>Amendment 3</td>
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<tr>
<td>FF&amp;E Specifications - New FA Building (309C)</td>
<td>1/15/2009</td>
<td>Amendment 3</td>
<td>Complete</td>
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</table>

O. VBN Architects (IVC Main Building)

<table>
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<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
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<tbody>
<tr>
<td>Operation/Project Close-out Phase</td>
<td>12/1/00 - 5/31/00</td>
<td>Contract</td>
<td>In progress</td>
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<tr>
<td>Credit for unused portion of fee related to cancellation of two (2)</td>
<td>n/a</td>
<td>Amendment 9</td>
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<tr>
<td>1-year Paragon subscriptions at $500 each under Main Hwy Complex Project</td>
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<tr>
<td>417A</td>
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<tr>
<td>Structural engineering services for DSA Field Change</td>
<td>8/20/2011</td>
<td>Amendment 10</td>
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<tr>
<td>Directive documents # 2 and # 4; Main Hwy Complex Project 417A</td>
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### 2.1 Schedule

Marin Community College District - College of Marin

Based on expenditures as of June 30, 2011. Includes BSP revisions approved on June 28, 2011.

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<td>Current Quarter</td>
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#### 305A - Science Math Central Plant Complex - see note 1

| Oct 2006 Schedule/Budget | $4,187,602 | $39,246,476 | $42,434,280 |
| Feb 2007 Schedule/Budget | $5,617,000 | $62,923,000 | $69,540,000 |
| Mar 2009 Schedule/Budget | $5,617,000 | $62,923,000 | $69,540,000 |
| Nov 2009 Schedule/Budget | $5,617,000 | $62,923,000 | $69,540,000 |
| Mar 2011 Schedule/Budget | $6,591,598 | $54,772,000 | $69,400,000 |

Current Schedule (% of current phase): 100%

Current expenditures (% of budget): 48%

NTP Jun 2010; Subst Compl Aug 2012

#### 306C New Fine Arts Building - see note 2

| Oct 2006 Schedule/Budget | $1,732,685 | $15,977,033 | $17,709,918 |
| Feb 2007 Schedule/Budget | $1,845,800 | $17,145,500 | $18,399,300 |
| Mar 2008 Schedule/Budget | $2,047,000 | $16,953,000 | $19,000,000 |
| Mar 2011 Schedule/Budget | $2,052,118 | $17,297,184 | $19,345,300 |

Current Schedule (% of current phase): 100%

Current expenditures (% of budget): 97%

NTP Aug 2008; Subst Compl Jan 2011

#### 306A Performing Arts Modernization - see note 3

| Oct 06 Schedule/Budget | $1,052,468 | $9,720,632 | $10,773,100 |
| Feb 07 Schedule/Budget | $1,578,000 | $15,622,000 | $17,200,000 |
| Mar 09 Schedule/Budget | $1,678,000 | $15,522,000 | $17,200,000 |
| Mar 11 Schedule/Budget | $1,678,000 | $15,522,000 | $17,200,000 |

Current Schedule (% of current phase): 100%

Current expenditures (% of budget): 22%

NTP Feb 2011; Subst Compl Aug 2012

8/2/2011
### 2.1 Schedule

**Marin Community College District - College of Marin**

Based on expenditures as of June 30, 2011. Includes BSP revisions approved on June 28, 2011.

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<tr>
<td><strong>308B Diamond PE Center Alterations - see note 4</strong></td>
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8/2/2011
### 2.1 Schedule

Marin Community College District - College of Marin

Based on expenditures as of June 30, 2011. Includes BSP revisions approved on June 28, 2011.

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Notes:

1) SMCP project (305A) duration evolved; originally based on a 50,000 SF bldg which was revised to 77,000. Budget then reduced in March 2011 after favorable low bid.

   The project is currently on time and on budget; new FFE consultant hired to confirm final FFE list with Faculty.

2) PC Project (306C) is substantially complete; Budget increased in June BSP to accommodate additional equipment requests and infrastructure adjustments. Close-out ongoing.

3) PA project (306A) hazardous materials abatement complete; demolition to start August 1; FFE list being prioritized by College.

4) PE project (305B) is complete.

5) TransTech (402A) In field construction issue needing DSA approval, schedule adjusted to current status.

6) Main Bldg (417A) is substantially complete with close out ongoing.

7) NAC project (303B) is in design with anticipated OKA approval in September 2011. Project delayed for architect selection and program approval.

8) LRC project (302B) funding was reallocated to other projects.

9) FP project (304A) funding was reallocated to other projects.

10) Austin Science Alterations (structural) project (301B) initiated on March 15, 2011. The project is not fully funded at this time; schedule anticipated but should be considered a draft.

8/2/2011