Marin Community College District
Board of Trustees Regular Meeting

Agenda
April 15, 2014

Kentfield Campus
Cafeteria, Student Services Building
835 College Avenue, Kentfield, California

http://www.justin.tv/comtrustees

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

The Board of Trustees may consider the items listed in Section C at any time during the Open Session portion of the meeting unless a specific time is stated on the 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 from Recording Secretary. Persons desiring to address the Board on items not on the agenda may speak under item number “C.3.A.” on the agenda. Public comment presentations will be limited to no more than 3 minutes each. Persons reading statements aloud or distributing material should give a copy to the Recording Secretary.

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, Austin Center, Room 146, 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 may be audio taped and video broadcasted via the internet.
A. **Open Session, 3:00 p.m., Staff Lounge, Student Services, Kentfield Campus**
   1. Call to Order, Roll Call
   2. Adoption of Closed Session Agenda
   3. Public Comment on Closed Session Agenda (3 minutes per speaker)
   4. Study Session - Cancelled
      A. Board Goals and Objectives
   5. Humiston Dedication, 5:00 p.m., Emeritus College, Student Services, Room 146
   6. Adjourn to Closed Session, 5:30 p.m.

B. **Closed Session, 5:30 p.m., Staff Lounge, Student Services, Kentfield Campus**
   1. Call to Order
   2. **CONFERENCE WITH LABOR NEGOTIATOR(S) (Govt. Code Section 54957.6)**
      Agency Representatives: Kristina Combs/Greg Nelson
      Employee Organizations: United Professors of Marin (UPM/AFT); California School Employees Associations (CSEA); Service Employees International Union (SEIU); Unrepresented Employees (Confidential, Supervisors, Management)
   3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Govt. Code Section 54956.9 (a))**
      Name of Case: Puni Easton vs. MCCD, Alten Construction and Does 1 to 10
   4. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Govt. Code Section 94957)**
   5. **PUBLIC EMPLOYMENT (Govt. Code Sect. – 54957) - Pulled**
      Title: Superintendent/President
   6. Adjourn to Regular Meeting Open Session

C. **Open Session, 6:30 p.m., Cafeteria, Student Services, Kentfield Campus**
   1. Call to Order, Roll Call, Adoption of Agenda
   2. Report from Closed Session
   3. **Public Comment on Open Session Agenda (3 minutes per speaker)**
      A. Comments regarding items not on the Agenda
      B. Comments regarding items on the Agenda – to be heard immediately before the Board of Trustees’ consideration of the item
   4. Board Reports/or Requests
      A. Committee Chair Reports
      B. Governance Calendar Review
      C. Individual Reports/or Requests
   5. Consideration and Approval of Meeting Minutes
      A. Attachment to February 18, 2014 Minutes
      B. Minutes of March 11, 2014 Meeting
   6. **Chief Executive Officer Report**
      A. Citizen’s Oversight Committee Annual Report (John Hanley)
B. Board Membership

7. Study Session
   A. Health Benefits Plan Recommendation

8. Academic Senate Report (5 minutes)

9. Classified Senate Report (5 minutes)

10. Student Association Report (5 minutes)

11. Consideration and Action on Consent Calendar Items (ROLL CALL VOTE)
   A. Upcoming Board Meetings
      ▪ April 25, 2014 Board Retreat, Indian Valley Campus
      ▪ May 20, 2014 Board Meeting, Kentfield Campus

B. Classified Personnel Recommendations
   1. Appointment of Classified Personnel
   2. Temporary Increase/Decrease in Assignment for Classified Personnel
   3. Resignation of Classified Personnel
   4. Temporary Reassignment of Classified Personnel

C. Educational Administrators and Management Personnel Appointments
   1. Appointment of Educational Management Personnel
   2. Appointment/Contract/Terms of Continued Employment for Educational Administrator


E. Classified Management Personnel Recommendation
   1. Appointment of Classified Management Personnel - Revised

F. Classified Management Position Recommendation

G. Amendment to CSEA Salary Schedule

H. Short-Term Hourly Positions

I. Budget Transfers February 2014

J. Budget Transfers March 2014

K. Warrants February 2014

L. Warrants March 2014

M. Declaration of Surplus Property – Miscellaneous Equipment

N. Credit Course Addition

O. Credit Course Deletions

P. Credit Course Revisions
Q. New Associate Degrees for Transfer (ADT)
R. New Community Services Courses
S. New Community Services Collaborative Program
T. Modernization (Measure C)
   1. Modernization Contracts, Changes, Amendments ($839,141.48)
U. Second Reading and Approval of Board Policies
   1. BP 4070, Auditing

12. Consideration and Possible Action on:
   A. Ratification of Superintendent/President’s 2014-2018 Employment Agreement - Pulled
   B. 2014 California Community College Trustees (CCCT) Board Election
   C. Resolution #2014-7 Honoring Thomas Frederic Humiston, Ed.D. (ROLL CALL VOTE) - Revised
   D. Resolution #2014-8 to File Application for 501(c)3 Status (ROLL CALL VOTE)
   E. Resolution #2014-9 - Authorization of Temporary Transfer of Funds from County of Marin for 2014/15 Fiscal Year (ROLL CALL VOTE)
   F. Consideration of Resolution Regarding Elimination of Classified Employee Services (1.0) FTE – Layoff - Revised Cover Sheet
   G. Board Meeting Calendar 2014
   H. Acceptance of Non-Cash Gifts
   I. Agreement with Northern California Career Pathways Alliance Partnership
   J. Agreements with Single Stop USA
   K. Clinical Agreements for Medical Assisting Program
   L. Clinical Agreements with Santa Rosa Memorial Hospital, SRM Alliance Hospital Services
   M. Clinical Agreement with Maxim Healthcare Services Inc.
   N. Contract for Kentfield Learning Resources Boiler Replacement Project #14-0217
   O. Benefit Program Plan: SISC Option
   P. Modernization (Measure C)
      1. Authorization to Bid and Pre-Authorization to Award Construction Contract and Approved Updated Project Name Austin Science Alterations 301B

13. Board Policy Review (1st Reading)
    1. None

14. Board Meeting Evaluation
15. Future Agenda Items
   A. Board Professional Development
   B. ARCC/Scorecard (May)

16. Information Items (see written reports)
   A. Contracts and Agreement for Services for February 2014
   B. Contracts and Agreement for Services for March 2014
   C. 3rd Quarter Financial Report CCSF-311Q
   D. 3/31/2014 YTD Financial Update
   E. Modernization Update
      1. Director’s Report
      2. Program Schedule
      3. Milestones Report
   F. Administrative Procedures - None
   G. Calendar of Special Events
      ▪ AGS End of Year Celebration, May 2, 2014, 5:30 p.m., Cafeteria
      ▪ IEP Graduation, May 16, 2014, 11:00 a.m., IVC
      ▪ Transfer Recognition Reception, May 21, 2014, 5:30 p.m., Cafeteria
      ▪ Golden Bell Awards, May 22, 2014, 4:30 p.m., Dominican University, San Rafael
      ▪ RN Pinning Ceremony, May 22, 2014, 6:00 p.m., Fine Arts Theater
      ▪ Commencement, May 23, 2014, 6:00 p.m., Diamond Physical Education Center

17. Correspondence

18. Board Meeting Evaluation

19. Adjourn Meeting
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<td><strong>Policy (On-going review and approval)</strong></td>
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<td>-Board Retreat – Board Goals/Priorities/ Objectives – Review Mission Statement</td>
<td>Ethics Policy</td>
<td>-Admin. Oath to Incoming Student Trustee - Approve Mission Statement</td>
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<td><strong>Fiscal (Tent &amp; Adoption Budget, qtr. updates; 3 yrs.)</strong></td>
<td>Mid-Year Budget Report</td>
<td>Selection of Auditor (every 3 years)</td>
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<td>Board Budget Workshop</td>
<td>Approve Tentative Budget</td>
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<td><strong>Facilities (Active projects, Comm. Relations, Qtr review, M &amp; O)</strong></td>
<td>Request COC Applications</td>
<td>Citizens’ Oversight Annual Report</td>
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<td>Update</td>
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<td>-CCCT Board Election - Establish Process for CEO Evaluation of Goals/Progress</td>
<td>Complete CEO’s Evaluation Discuss CEO Evaluation/Compensation</td>
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<td><strong>Governance (Prof. Dev., Evals., Annual Organization)</strong></td>
<td>Technology Plan Evaluation/Update</td>
<td>-Ed Master Plan, Facilities Plan and Strategic Plan Updates -Receive Recs from PRAC</td>
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Attachment to February 18, 2104 Board Meeting Minutes

Summary of meeting comments from Trustee Eva Long

Trustee Long reported on the Sexual Harassment Prevention Training she attended and noted that all Trustees are required to complete the training every two years. The training was hosted by the Marin County Office of Education and Counsel Carl Corbin. There were several points she felt were important to report on.

- New legislation was passed in 2014 that electronic sexual harassment, on or off site, is reportable and must be acted on for employers with 50 or more employees. Key to the entire training was it is not so much about the act of sexual harassment, but about preventing it. **Prevention was the key to the training.**
- A hostile environment can be academic or workplace and as a District and as Trustees we have a duty to deal with the complaints with factual investigations and interviews and not to discriminate against the individual with the complaint.
- Assembly Bill 1266 was recently passed, states that students can be segregated in gender groups, however there is a group that is trying to get enough signatures to invalid AB1266. There is also controversy about gender identity (related to dress) and recommended that designation of gender identity should be documented in writing. There is a lot of discussion about whether parents have a right in the event of name changes/gender changes, but currently there is no law that governs parental rights. It is definitely a topic being discussed by schools districts, colleges and universities.
- The Board’s role is to establish policy and once established the policy should be reviewed annually to assure it is in compliance with current legislation. It is the District’s responsibility to post the information and inform staff and students about the manner of process and action to assure that employees and students know the administrative regulation for any complaints and what their responsibility. The policy also assures there are processes for posting and regular reporting out.
- In reviewing policies, we should assure that the policies do not discriminate in any form or fashion and that the HR department posts and sends out the policy. It is also recommended that employees, faculty and staff sign off on the policy.

There was also discussion about the office of Civil Rights and they will be looking for corrective action and what disciplinary action was taken.

Important to review the definition of harassment - it is not just about sexual harassment, but encompasses other areas including racial, ethnic, gender, and bullying.

* A copy of the Guidelines on Sexual Harassment Prevention Training will be on file at the Superintendent/President’s College of Marin office for public review. }
Marin Community College District  
Board of Trustees Regular Meeting  

Minutes  
March 11, 2014  
Indian Valley Campus  
Building 5, Room 188  
1800 Ignacio Boulevard, Novato, California  

A. Open Session  
1. Call to Order, Roll Call, Adoption of Closed Session Agenda  
The Board of Trustees met for a Board Study Session in Building 5, Room 188 on the Indian Valley Campus, all members having received notice as required. Board President O’Brien called the meeting to order at 3:13 p.m. Trustees O’Brien, Kranenburg, Bevis, Conti and Treanor were present. Also present were Superintendent/President Coon, Vice President Eldridge and Executive Director Combs. M/s (Conti/Bevis) to adopt the closed session agenda. Motion carried 5-0-1. Trustee Long was not present for the vote. Trustee Long arrived at 3:35 p.m.  

2. Public Comment on Closed Session Agenda (3 minutes per speaker)  
There was no public comment on the Closed Session Agenda  

3. Study Session - Affordable Care Act / Employee Benefit Advisory Group  
Dr. Coon introduced Kristina Combs, Executive Director of Human Resources and Labor Relations who briefed the Board on the Employee Benefit Advisory Group. She noted that the advisory group consists of representatives from all college constituencies and that meetings have been informative and positive. The group has been working with the District to assure that employee benefit needs are considered while discussing options to mitigate insurance premium costs and compliance with the Affordable Care Act (ACA). Ms. Combs introduced Mr. Tom Sher with Alliant Employee Benefits to discuss the impact of the ACA as well as current health plan options and consideration of other plan options moving forward. A copy of Mr. Sher’s presentation has been posted to the College website (www.marin.edu) under the Board of Trustees tab for this meeting.  

Mr. Sher reviewed the employer requirements of the ACA noting the significant impact on employers to provide benefits for full-time employees (defined as 30 hours per week). He
further noted if the District is found out of compliance for even one employee, it will face severe monetary penalties. With the significant premium increases this year, the District must offer affordable options to employees that meet the guidelines of the ACA. The District must also carefully consider all full-time hires for which benefits are required. Some options the District may consider include: 1) keeping current carrier contracts, but offering more affordable plans; 2) joining a purchasing pool such as SISC or CalPERS which levels out risk and lowers costs; or 3) offering only Kaiser. There has also been discussion about Account Based Health Plans with Health Savings accounts. There was significant discussion and Trustees asked questions and offered suggestions. The timeline is tight and decisions will have to be made soon to procure and offer the plans to employees. The District will have a recommendation for Trustees in April.

Trustees took a short break. *Trustee Conti left the meeting at 5:10 p.m.*

4. **Adjourn to Closed Session** – Meeting adjourned to Closed Session at 5:10 p.m.

B. **Closed Session**
   1. **Call to Order**
   2. **CONFERENCE WITH LABOR NEGOTIATOR(S) (Govt. Code Section 54957.6)**
      Agency Representatives: Kristina Combs/Greg Nelson
      Employee Organizations: United Professors of Marin (UPM/AFT)
   3. **PUBLIC EMPLOYEES DISCIPLINE/DISMISSAL/ RELEASE (Govt. Code sec. 54957)**
   4. **CONSIDERATION OF EXPULSION OF A STUDENT (Education Code §72122)**
   5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code Sect. – 54957)**
      Title: Superintendent/President
   6. **Adjourn to Regular Meeting Open Session**

C. **Open Session**
   1. **Call to Order, Roll Call, Adoption of Agenda**
      Board President O’Brien called the regular meeting to order at 6:30 p.m. Trustees O’Brien, Long, Bevis, Treanor and Kranenburg were present. Also present were Student Trustee Reyes, Superintendent/President Coon and Vice Presidents Nelson, Torres and Eldridge. Trustee Conti was not present. Dr. Coon noted revisions to agenda items C.11. E & F, provided on blue paper for Trustees, and that item C.11.F.1. has been pulled from the agenda. Trustee Treanor requested that the meeting be adjourned in memory of Betty Wilson who passed away about two weeks ago. She was a dear friend and long-time faculty member of the College of Marin. Trustee Treanor requested we send a letter to Ms. Wilson’s domestic partner. **M/s (Long/Bevis) to approve the agenda as amended.**
      Motion carried 5-0-1, plus an advisory aye vote by Student Trustee Reyes. **Trustee Conti was not present.**
2. **Report from Closed Session**
Clerk Kranenburg reported the following action from closed session: In Closed Session the Board took action to eliminate the Maintenance Supervisor, Grounds Supervisor, Director of Financial Aid and Assistant Director of Financial Aid positions. The vote to eliminate the positions was unanimous, 5-0-1. Trustee Conti was not present.

3. **Public Comment on Open Session Agenda (3 minutes per speaker)**
   A. Comments regarding items not on the Agenda
      Laurie Ordin commented on AB 2087 noting that it would prohibit the Board of Governors from creating a special trustee that circumvents the powers of the locally elected Trustee Boards. UPM is supporting the bill and hopes the Board of Trustees will support it as well.
      Gloria Kopshever thanked Trustees for their help getting the hot water in the showers at the IVC Pool repaired. She also requested that the College better inform the North Marin community when Board meetings will be held at the Indian Valley Campus and the meeting location on campus. Dr. Coon thanked Ms. Kopshever and noted that he would work with staff to get the information out to the community.
      Aimee Benedict, student, spoke to a problem she is having with the Campus Police on the Kentfield campus and requested a solution that would enable her to complete her courses. Vice President Eldridge will review this matter with the Chief of Police.
   B. Comments regarding items on the Agenda – to be heard immediately before the Board of Trustees’ consideration of the item

4. **Board Reports/or Requests (15 minutes)**
   A. Committee Chair Reports – There were no Committee Chair Reports
   B. Governance Calendar Review – Board President O’Brien noted that the calendar will be in the Board packet every month for review and as a reminder of important topics that will be coming up for discussion. Dr. Coon noted that he has tried to anticipate and project out the topics of discussion for the next six months and the calendar is up to date as we know it.
   C. Individual Reports/or Requests
      Trustee Bevis provided a Legislative Report, attached to the minutes and posted on the College’s website (www.marin.edu) under the Board of Trustees tab for this meeting. She hoped that Trustees would review some of the upcoming legislation and will include local initiatives in her next report.
      Board President O’Brien requested that the next meeting agenda include an action item to consider eliminating the July meeting, or making it a less formal or shorter.

5. **Approval of Meeting Minutes (2 minutes)**
   A. **M/s (Treanor/Bevis) to approve the Minutes of February 18, 2014 Board Meeting.**
      Motion carried 5-0-1, plus an advisory aye vote by Student Trustee Reyes. Trustee Conti was not present.
6. **Chief Executive Officer Report**  
   Vice President Eldridge introduced and welcomed Patrick Ekoue-Totou, the new Chief Information Officer and Director of IT.
   
   A. Citizen’s Oversight Committee Annual Report, John Hanley - *This item was postponed until the April 15 Board Meeting.*
   
   B. Drama Department 50th Anniversary, Lisa Morse  
   Dr. Lisa Morse, Coordinator of the Drama Program, updated the Board on recent activities within the department and shared plans for upcoming events to mark the 50th anniversary of the Drama Department. A copy of Dr. Morse’s comments are attached to the minutes and posted on the College’s website (www.marin.edu) under the Board of Trustees Tab for this meeting.

   Vice President Nelson provided an update on items C, D and E below. A copy of his presentation has been posted to the College’s website (www.marin.edu) under the Board of Trustees Tab for this meeting.

   C. OPEB Investment Update, Greg Nelson  
   The investment strategy chosen by the Board last year has been doing very well and is exceeding expectations, with the initial investment of $2.1 million having grown to $2.3 million as of the end of December 2013. The current year to date growth rate is 16.1% which exceeds the anticipated 9% and lessens the burden on the unrestricted budget. Updates will be provided on a bi-annual basis.

   D. 50% Law Update, Greg Nelson  
   The District was one of three State colleges that filed for an exemption from the 50% Law for 2012/13. When two of the three colleges withdrew their requests for exemption, the College of Marin did the same. As a result, Reserve funds in the amount of $443,000 will be set aside into a one-time District trust fund to be used for direct instruction costs. The District will continue to monitor compliance with the 50% Law and will provide the Board with an update in April or May. Dr. Coon noted that we felt it was futile to go ahead with the exemption request without the Chancellor’s support. Vice President Nelson answered trustee questions about the fund and gave examples of what is considered “direct instruction.”

   E. Fee Schedule, Greg Nelson  
   Vice President Nelson noted that the College fee schedule is outdated and in some instances not compliant with Education Code. Facilities fees have not been updated in ten years and there are a number of buildings on the fee schedule that no longer exist. We are not covering basic costs to rent the facilities, especially with non-profit rates. Staff is in the process of reviewing and updating the fee schedule to bring fees into compliance with code and college policy and procedure. There will also be updates and added fees/fines to coincide with local jurisdictions. An update will be provided in April to give the Board an idea of what the fee schedule will look like. Trustees questioned and discussed the types of additional fines, asked how parking fees are used, and
offered suggestions to include fees such as parking in total rental cost. It was also noted that we must assure that the impact of these increases are well vetted through our governance process and that we must educate the community that there is no “free use.” This may also be a potential donor opportunity to offset the cost of fees for those who cannot afford them.

7. Study Session
   A. Board Vacancy

   Board President O’Brien announced we received 14 applications for the vacant Board seat. It is recommended the Board screen the applications and come up with a short list of six candidates to interview. Trustees Long and Treanor have been asked to serve as an Ad Hoc committee to screen the applications. Ms. O’Brien shared a draft schedule and rubric for criteria, noting she is also gathering input on interview questions. The Ad Hoc Committee will complete their work between now and March 25 and communicate their recommendations to the Board at a Special Meeting on March 25. Candidates will be notified of the result of the meeting on March 26 and the Board will meet again on April 1 to finalize questions, hold interviews, vote, and swear in the new Trustee. In response to President O’Brien’s request, Trustees discussed the rubric and scoring, giving their input and recommendations. There was a suggestion to have the candidates complete a 200-word ballot statement. As a result of the discussion, it was determined that “years of” would be replaced by “prior” for Criteria 1, 2 and 3 and that the scoring for Criteria 4 would increase to 0-15. M/s (Bevis/Treanor) to accept the screening criteria as revised. Motion carried 5-0-1. Trustee Conti was not present. Student Trustee Reyes abstained. The document will be updated and forwarded to Trustees Long and Treanor for their use in reviewing the applications. It was requested that the recommendation of candidates be listed alphabetically.

   B. Board Membership

   Dr. Coon reported that while we have a legal obligation to fill the existing vacancy by April 4, he had been asked to do some initial research on what actions would be required should the Board decide to make a change from 7 to 5 members. California Code 5019 defines the process to change the number of trustees. He provided Trustees with a high level description of the process (attached), noting that he had discussions with Bob Henry, School and College Legal Services, and Mary Jane Burke, Marin County Office of Education, and found that when initiated by a Board, it is fairly straightforward. He also provided an accounting of the number of trustees at the Bay 10 Area colleges (attached). Dr. Coon has asked Vice President Nelson to research election costs to see if there would be any impact should a change to a 5-member board be implemented. The last election cost $201,000 and the election prior was approximately $80,000. Trustees requested additional information including cost analysis, annual cost to pay trustees, a statewide view of the size of Boards, the benefit of District election vs. county-wide election, and the effect on campaign costs, the value or detriment to the District if we reduce the number of trustees and what challenges there may have been to boards that
reduced from 7 to 5. Trustees commented that they would hate to lose what we have and asked why we are considering it at all. There was another question about how we would phase this change in.

*Trustee Conti re-joined the meeting at 7:45 p.m.*

Other comments included the importance of a fully engaged board that works well together, no matter the size; that the timing seems good since we have just had one resignation and could have another should Trustee Conti be successful in her bid for the Assembly; that there are a number of well-run 5-member boards; whether it made sense to take the time to study this given the priorities we already have and how important is this right now. There were comments that we will lose diversity of thought, individual ideas and experience at the table.

**Public Comment:** There was a late public comment allowed on a non-agenda item. John Rodriguez spoke on behalf of SEIU noting they had just signed a new contract with the District and though the insurance was not resolved, there is guidance that the premiums will soon be reduced through the efforts of the Health Benefits Committee. SEIU petitions the Board to continue to pay the Kaiser Family rate as per historical practice at least until the work of the Health Benefits Committee is completed. They would like to thank the HR team and Kristina Combs.

8. **Academic Senate Report (5 minutes)**
   Sara McKinnon welcomed Patrick Ekoue-Totou on behalf of the Academic Senate. She reported on the Board Policy and Administrative Procedures for auditing courses in the Board packet developed primarily to address issues in the performing arts area, to assure they are able to assemble casts, choirs, ensembles, etc. Once a student has exhausted all repeatability options, they would be allowed to audit courses. The procedure defines the parameters for auditing courses. Enrollment priority is given to students taking the courses for credit. Auditors would only be allowed if there is space and only if the student has exhausted all other repeat possibilities as a regular student in class. The individual disciplines decide which courses may be audited with the ultimate decision made by the instructor. A request was made in College Council to consider allowing auditing of lower level courses, so students can better prepare and succeed in the course they place in but may not feel they are ready for. The Senate will be looking at this and may come back with changes at a later date. The other procedure on the agenda this evening addresses outlining the parameters of creating a recency procedure for disciplines this would affect, currently Chemistry and Biology. The Senate has asked the disciplines to come back with data on how this is working.

9. **Classified Senate Report (5 minutes)**
   The Senate is pleased to announce that three Classified Professionals were chosen by their colleagues to be recognized at the annual Golden Bell event sponsored by the County Office of Education to be held on the evening of May 22, 2014. The names of those staff members
will be announced and recognized at our own Faculty and Staff Recognition Luncheon on the same day. The awards committee received over 20 nominations from staff members that complimented their colleagues for their quality of work, extra effort, positive attitude, dependability, collaboration, and commitment to supporting our students.

10. **Student Association Report (5 minutes)**

   Student Trustee Reyes reported there will be a Masquerade Dance and Social taking place on March 14 and Veterans’ Recognition Day is scheduled for April 29.

11. **M/s (Treonor/Long) to approve the consent calendar items as revised.** It was noted that we have added a meeting on April 1, 2014. The minutes will reflect the additional meeting as part of the discussion under item C.7.A. Board Vacancy. **Motion carried 6-0 by a Roll Call Vote. Student Trustee Reyes cast an advisory aye vote.**

   A. **Upcoming Board Meetings**
      - March 25, 2014 Special Meeting, Kentfield Campus
      - April 15, 2014, Kentfield Campus
      - April 25, 2014 Board Retreat, Indian Valley Campus

   B. **Approve Classified Personnel Recommendations**
      1. Appointment of Hourly Personnel
      2. Temporary Increase/Decrease in Assignment for Classified Personnel
      3. Resignation/Termination of Classified Personnel

   C. **Approve Classified Position Recommendations**

   D. **Approve Academic Personnel Recommendations**
      1. Approval of Continued Employment of Academic Contract Faculty

   E. **Approve Classified Administrators and Management Personnel Recommendations**
      1. Appointment/Terms for Continued Employment of Classified Administrators and Management Personnel - Revised

   F. **Approve Educational Administrators and Management Personnel Appointments - Revised**
      1. Appointment of Educational Management Personnel – Pulled
      2. Appointment/Terms of Continued Employment for Educational Administrators/Management Personnel
      3. Resignation of Educational Management Personnel

   G. **Approve Short-Term Hourly Positions**

   H. **Declaration of Surplus Property - Miscellaneous Equipment**

   I. **Approve A.A. and A.S. Degree Revisions**

   J. **Approve Certificate of Achievement Revisions**

   K. **Approve Skills Certificate Revisions and Addition**

   L. **Approve Credit Course Additions**
M. Approve Credit Course Revisions

N. Approve Credit Course Deletions

O. Modernization (Measure C)
   1. Ratify/Approve Modernization Contracts, Changes, Amendments ($94,651.50)

P. Second Reading and Approval of Board Policies (None)

12. Other Action Items
   M/s (Treasnor/Long) to waive the readings of Resolutions 2014-5 and 2014-6. Motion carried 6-0 plus an advisory aye vote.
   A. M/s (Treasnor/Long) to approve Resolution #2014-5 in Support of Women’s History Month. Motion carried 6-0 by a roll call vote. Student Trustee Reyes cast an advisory aye vote.
   B. M/s (Bevis/Treasnor) to approve Resolution #2014-6 to Compensate Trustee Kranenburg for Excused Absence. Motion carried 5-0-1 by roll call vote, with Trustee Kranenburg abstaining. Student Trustee Reyes cast an advisory aye vote.
   C. M/s (Bevis/Treasnor) to approve Resolution #2014-6 in Support of Women’s History Month. Motion carried 6-0 by a roll call vote. Student Trustee Reyes cast an advisory aye vote.
   D. M/s (Treasnor/Long) to approve Authorization to Bid and Pre Authorization to Award Construction Contract for ADA Upgrades KTD (309A). Motion carried 6-0, plus an advisory aye vote by Student Trustee Reyes.
   E. M/s (Kranenburg/Treasnor) to approve Contract with U.S. Bank for Debit Card Refunds. Motion carried 6-0, plus an advisory aye vote by Student Trustee Reyes.
   F. M/s (Bevis/Treasnor) to approve Contract with Alliant Insurance Services, Inc. for Health Benefit Broker Services. Motion carried 6-0, plus an advisory aye vote by Student Trustee Reyes.
   G. Modernization (Measure C)
      1. M/s (Kranenburg/Treasnor) to approve Authorization to Bid and Pre Authorization to Award Construction Contract for ADA Upgrades KTD (309A). Motion carried 6-0, plus an advisory aye vote by Student Trustee Reyes.
   H. M/s (Treasnor/Long) to approve Final Action on Superintendent/President’s Recommendation re: Student Expulsion. Motion carried 6-0. Student Trustee Reyes abstained.

13. Board Policy Review (1st Reading)
   1. BP 4070 Auditing (Courses)
      It was clarified that the College does not currently allow auditing of courses and this changes policy to allow it.

14. Board Meeting Evaluation
Trustees thought the meeting was run very effectively and covered a lot of information. The study session and presentations were excellent, informative and easy to understand. Trustees commended staff for their professionalism noting that the meeting went very
smoothly given the information that was covered. It was noted that having the study session early, when minds are fresh, was a good idea and the new agenda format was also beneficial to the public with Board reports early in the meeting. There was a request to update the calendar so the Board is aware of the upcoming activities in April and May. The Board worked well as a team, was respectful, calm and asked thoughtful questions. There was good participation from the audience. Both Board President O’Brien and Superintendent/President Coon were commended for their collaborative styles and for staying on track. These are difficult situations and decisions will be well-informed. Good to see the Board work together and be receptive of all recommendations and opinions. Board President O’Brien thanked Trustees for stepping up to make the meetings professional and productive and for making the effort to really understand what we are trying to accomplish.

15. Future Agenda Items
A. California Community College Trustees (CCCT) Election – 2014 (April)
   Board President O’Brien asked Trustees Bevis and Kranenburg to work together and provide a recommendation to the Board on the voting for the CCCT election.
B. Board Professional Development
   Board President O’Brien and Trustee Long will work on Professional Development and report back at the next meeting.
C. Indian Valley Campus Master Plan (April)
   There will be an update on the IVC Assessment plan in April.

16. Information Items (see written reports)
A. Warrants, Budget Transfers and Contracts Agreement for Services for February 2014
B. Modernization Update
   1. Director’s Report
   2. Program Schedule
   3. Milestones Report
C. Administrative Procedures
   1. AP 4070 Auditing (Courses)
   2. AP 4260 Prerequisites, Co-Requisites, and Advisories
D. Calendar of Special Events
   ▪ Bay 10 Trustees & CEO Meeting, April 14, 2014, Ohlone College

17. Correspondence

18. The meeting was adjourned at 8:17 p.m. in memory of Betty Wilson, former instructor and chair of the Art Department at the College of Marin.
Federal:

Appropriations and Budget -

The news for community colleges is mixed. Funding for SEOG, Federal Work Study, TRIO, and GEAR UP was all restored to pre-sequester levels. Most funding for Title III and V programs restored, and Perkins CTE and WIA were partially restored. Adult Basic Education and Literacy state grants were frozen at post-sequester 2013 levels. The automatic (CPI) increase in the maximum grant for AY 2014-15 brought total to $5,780 – an $85 increase.

FAFSA (although our High Schools administer these tests for college financial aid eligibility, we obviously have a stake in how thoroughly they get all students to participate): New announcement re FAFSA, March 7th – “Obama will announce that the U.S. Department of Ed. is partnering with states to identify students who haven’t filled out the (FAFSA) form, starting this Fall. The department will also update the existing FAFSA completion tool. The online tool allows anyone to track how many students have filled out the FAFSA at our individual local schools in order to target communities and schools.”

(Please see the link below for more information.)

FAFSA: [http://www.miamiherald.com/2014/03/07/3979874/president-obama-to-unveil-fafsa.]

Pell Grants: The Pell Grant program has a surplus for FY 2014, and a relatively small shortfall in FY 2015. Beyond 2015 the program is slated to have significant shortfalls—“cliff effect.” The program is expected to then have a $5-$6 billion shortfall each year.

(There’s a Legislative proposal to give Colleges a bonus based on number of Pell Grants.)

“The White House has introduced a proposal aimed at college affordability and student debt. Some items can be achieved through executive authority while others will need to be accomplished via HEA reauthorization (expiring 2014 & renewal to be multiyear process).

In January, the White House held a national summit on higher education - “dedicated to launching a plan of action for increasing college access and success for low-income and disadvantaged students.” Near-term actions include:

Creating a new system to rate institutions; Promoting income based repayment; Waiving financial aid rules for innovative programs such as competency based learning; Tightening standards of satisfactory academic progress. (There is a legislative proposal to tie College ratings, to ability to get student loans and grants, with “higher performing colleges getting larger grants and cheaper student loans.”) (Source: AACC Leg Update Oct ’13)

In view of a lot of bad press lately, the Ed. Department is still working on stricter regulations for for-profit colleges (with possible effect on COM if we gain any of those students).
The General Ed Panel

“The GE panel met this fall, and discussed items ranging from modified eligibility metrics for GE metrics, to additional requirements for adding new GE programs. While the community college negotiators indicated they could support the final GE draft (with modifications), consensus was not met. The final GE regulations are expected soon.

DREAM Act

Last summer, the Senate passed comprehensive immigration reform (Border Security, Economic Opportunity, and Immigration Modernization Act). Senate bill provides DREAMers expedited path to citizenship, & lifts the federal ban on in-state tuition for DREAM students. Individual states would have the prerogative to decide whether or not to allow DREAM students to receive in-state tuition. DREAMers who spend five years in “residential provisional immigrant” (RPI) status would be eligible to apply for long-term permanent resident status. (Source: extracted and edited from presentation of Jee Hang Lee, Pres. For Public Policy, Assoc. of Community College Trustees, Jan. 2014) (Also, CA SB 141, approved in Oct., 2013, allows a student to pay resident tuition when their parent(s) been deported, according to CA Leg Information.)”

Obama’s newly unveiled budget request includes making the American Opportunity Tax Credit permanent (currently scheduled to expire in 2017), which gives a tax credit up to $2,500 for necessary expenses while attending college for degree or certificate. Obama’s proposal also would exclude all Student Loan forgiveness from taxation. (For more info, see IRS “Tax Benefits for Education” http://www.irs.gov/uac/Tax-Benefits-for-Education)

WARREN, WEINGARTEN LAUNCH DEBT CAMPAIGN:

March 6, 2014, Sen. Elizabeth Warren and AFT President Randi Weingarten launched a new student debt campaign, "Higher Ed, Not Debt," at the Center for American Progress. The campaign will push policies that encourage students to enroll in income-based repayment, making debt dischargeable in bankruptcy, boosting state funding for higher ed and pushing for-profit providers out of higher education. The push will be one of AFT’s "main campaigns going forward," Weingarten said. "Everyone is telling our young people that college is really important, and yet all the rungs of the ladder of opportunity are pulled out from under them." (Politico March 6, 2014)

The 2013-14 academic year marks a half-decade since the economic recession hit, but concerns about the costs of attending college are influencing incoming freshmen more than ever, a new survey shows. While more than three-quarters of this year’s freshmen were admitted to their first-choice institution, an all-time low of 56.9 percent chose to attend it. Nearly 48% – an all-time high -- said price and financial aid were "very important" in their decision about which institution to attend. The survey also finds that while most high school students use online ed. websites on their own time, very few see fully online courses in their
higher ed. Future. Among students who were accepted but didn’t enroll at their first-choice institution, about a quarter said lack of financial aid from that college was a very important factor in their decision, and 60% said the same of about financial aid from the institution they chose to attend. (http://www.insidehighered.com/news/2014/03/06/incoming-freshmen)

While up-front price was not the most-cited reason why students chose the college they did -- those are still the institution’s "very good" academic reputation (which 64% of students said was "very important"), and its graduates' job placement rates ("very important" to 53.1% percent of students) -- the importance of costs should outpace those other factors within five years or so if it keeps rising at the current rates. Read more: http://www.insidehighered.com/news/2014/03/06/incoming-freshmen-more-driven-money-ever-survey-shows#ixzz2vCqdHIYu (Source: Inside Higher Ed)

Interesting National Survey, and a nationwide opportunity:

Interesting 2012 CIRP survey, which found that while the number of students who identified as liberal was actually declining, students were more liberal-leaning on issue-by-issue basis. “In the months following the U.S. Supreme Court's striking down part of the Defense of Marriage Act, more than 83% of students -- said they support the right of gay and lesbian couples to adopt children. Only about 40% of students said undocumented immigrants should be denied access to higher education. That figure is 15.6% lower than at its 1996 peak. The % of freshman support for raising taxes to reduce the federal deficit also peaked, at 36.9%, and 68.1% said wealthier people should pay more taxes.

However, in a year in which a school shooting occurred every two weeks, students actually reported less tolerance for gun control. Nearly 64%-- 20% points less than 1989, when the figure hit its high -- said they support stronger gun control by the federal government.”


The Digital Public Libraries of America” is one year old this month – with help of the Library Assoc. of America (including College libraries), is urging every library to hook up to their incredible CONTENT – funded by Gates, Sloan, Knight, etc., foundations, 40 libraries, academia, and technology projects agreed to work together to create “an open, distributed network of comprehensive online resources that would draw on the nation’s living heritage from libraries, universities, archives, and museums in order to educate, inform, and empower everyone....” This is FREE, open source material for use in research, development, and interdisciplinary education. (Source: CENIC presentation at SSU, March 10, '14)

California State:

California Community Colleges - The chief budget highlights as they may pertain to COM:

• As you know, SB1456 - “Student Success” - $200 million to support student success programs and strengthen support for underrepresented students. This includes $100 million for Student Success & Support and $100 million to close gaps in access and achievement for underrepresented students, as identified in Student Equity Plans. NOW - Out of the funds for Student Success, $16 Million was for the technology necessary for implementation. The Comm. College Chancellor's Office has announced this week a new Board Policy that “We need to adopt Security Standards to protect student’s records” since at least one state has already suffered a substantial breach that compromised over 2million students confidential records.
• Deferred Maintenance and Instructional Equipment - $175 million to be evenly split between deferred maintenance and instructional equipment.
• Proposition 39 - $39 million in funds owing to Proposition 39 to address energy efficiency projects and workforce development.
• Improving Statewide Performance – $2.5 M is provided to provide local technical assistance for implementation of effective practices in all districts, with priority placed on underperforming districts. Additionally, the Chancellor’s Office, will receive $1.1M and 9 new positions to develop indicators of student success & monitor performance.
• Flexibility - The Governor proposes to allow districts to reallocate up to 25% of funds from select categorical programs to other federal, state, or local programs to meet the needs of underrepresented student groups as identified in Student Equity Plans.
• Adult Education - The Governor reiterates his commitment to provide funding in the 2015-16 budget to implement plans being developed by regional adult ed consortia.

• Innovative Models of Higher Education – $50 million in one-time funding (non-Proposition 98) proposed for incentive awards that recognize models of innovation in higher ed that 1) increase the number of students earning bachelor’s degrees, 2) increase the number of bachelor’s degrees earned within four years, and 3) ease transfer throughout the state’s education system.”

SB 967 (De Leon) Student Safety: Sexual Assault. This bill was just proposed last month that “Requires the governing boards of each comm. college district, the Trustees of CSU, and the Regents of the University of California to adopt policies concerning campus sexual violence, domestic violence, dating violence and stalking, incl. an affirmative consent standard in determining whether consent was given by a complainant. Requires boards to adopt sexual assault policies and protocols. (Source: CCC State Leg. Update 2-20-14)
“UC and CSU - The Governor continues the four-year investment plan begun in 2013-14 by funding 5% increases in general fund support for UC and CSU. This equates to an increase of $142.2 million each for the UC Regents and the CSU Board of Trustees. The universities are expected to adopt three-year sustainability plans that set targets for key measures. Further, the Administration reiterates its expectation that current tuition and fee levels are maintained through 2016-17.

Revenues will be revised in May, which sets the table for the passage and approval of a final budget by the end of June.” (Source: Dan Troy, Vice Chancellor, College Finance and Facilities Planning, CCC Chancellor’s Office)

Re Office of Governmental Relations, CCLC, March 2014 -

“Currently, the California Legislature is focused on three major issues that have been under discussion within the community college system in recent months:

• Accreditation and related issues
• The Applied Baccalaureate Degree
• Dual/Concurrent Enrollment

A brief description of the bills in each of these three categories follows. Further information on them, including League’s position and the pros and cons of each, as well as an analysis of other legislation can be found at the CCLC website.

Accreditation: Apparently, the SF City College crisis spurred the Legislature to propose legislation to retain stability when under accreditation warnings, e.g.:

• AB 1199 (Fong) would provide three-year stability funding for colleges on “show cause” accreditation warnings;

• SB 965 (Leno), sponsored by the Chancellor’s Office, would provide partial stability based on the level of resources provided to a district in 2013-14 if the institution meets specific criteria. City College of S. F. meets the criteria of the bill, and a stability mechanism is outlined for the district through the 2017-18 fiscal year;

• AB 2087 (Ammiano) would prohibit the Board of Governors (BOG) from appointing a special trustee with power to overrule a locally-elected board of trustees.’ (Source: Comm. Coll. League of CA, March 6, 2014)
Baccalaureate Degrees -

- SB 850 (Block), currently in the Ed. Committee, would authorize Chancellor's Office to establish one applied baccalaureate degree pilot program per campus, on a limited number of campuses. Of possible interest to COM, this bill also would authorize the governing board of the district to enter into agreements with local businesses and agencies to for educational services to students participating in this baccalaureate degree pilot.

Dual/Concurrent Enrollment -

- AB 1451 (Holden) would allow the board of a community college district to enter into partnerships with school districts to set terms and conditions for dual enrollment of high school students. The bill would authorize community college districts to be funded for dually-enrolled students unless the school district has already received reimbursement for that instruction. This currently requires a recommendation from a community college dean of a career technical education department and with parental consent. (This was introduced Jan. 2014) - CCCC supports.

- AB 1540 (Hagman) would authorize our Board to enter into formal partnerships with school districts within Marin to allow secondary school pupils to enroll in one or more courses of computer science at our college if those pupils have “exhausted all opportunities to enroll in an equivalent computer science course at the high school of attendance”. This bill also would add computer science courses to the list of courses exempted from the 5% summer school limitation.

- AB 2352 (Chesbro) would exempt students attending an early college high school from the current Education Code mandate that all dual enrollment students be given lowest registration priority;
  (For further information re 2014 Dual Enrollment bills, see: presentation of Vince Stewart, Vice-Chancellor Govt Rel. CCChancellor’s Office)

Assembly Select Committee on Comm. Colleges met re Community Colleges: February 18, the Assembly Select Comm. on Community Colleges, chaired by Assembly member Steve Fox, with members Bonilla, Cooley, Garcia, Gomez, Hall, Holden, Mullin, Salas, Wagner, and Wilk, held a hearing to consider 3 sets of questions: How is student success being tracked? How are community colleges preparing students for the future? How are funds in the current-year budget used to help support our community college students achieve success?
Responses of both Assembly members and other panelists were very positive, noting the Scorecard is “a significant improvement over earlier accountability measures.” Additional suggestions were inclusion of the student/counselor ratio, & more in-depth analyses to break down gender within race. The Scorecard was called “the most transparent accountability measure in the country.” Other comments re additional data needs were: need for a statewide data system from preschool through grad school; more work improving the pathway from comm. colleges to the 4-year systems and for certs; need for statewide goals & updating Master Plan eligibility for CSU and UC; determining statewide transfer and cert. goals, & a higher ed coordinating body.

Members also cited the implementation of similar programs elsewhere; work with veterans on campuses; the work of “Doing What Matters” and the braiding of economic development resources; partnerships to align Workforce Investment Bds with comm. colleges and 4-year institutions; that career tech education needs continued investment and improvement, and dual enrollment leg. is essential for better links between high schools and comm. colleges.

With one half of students entering two-year colleges and one in five entering four-year universities needing remedial classes, college readiness will remain a top state education policy issue this year. Efforts to ensure that high school graduates are college & career ready, and also to better align K-12 and post secondary curriculum and establish consistent education standards across states will play an active role in states’ policy and political spheres in 2014. The primary issue is successful implementation of Common Core State Standards in math and English, already adopted by 45 states and set to go into effect this fall. Politically-motivated debates continue about the standards’ efficacy. As such, much of the action in the state legislative arena will involve advocating how the Common Core State Standards will increase postsecondary preparedness, reduce remediation rates and ultimately improve college completion.” (Source: AASCU, “Policy Matters” January 2014)

Jarhid Keller, CIO for State Library System, noted this week the tremendous surge in connectivity due to now getting eRate discounts Statewide for schools and libraries. Some of our Marin Schools are just joining the Marin network as a result, e.g. Hamilton School. (Q: Is COM fully connected to our local schools?)

Next Issue will include overview of upcoming measures headed for the ballot!

(This report is solely the responsibility of Brady Bevis as an internal document, and in no way represents the opinions of the College of Marin Board or Administration.)
I’d like to begin by saying thank you to Dr. Coon for giving me some of his time this evening and to the Board for their time and attention. I am here today to introduce myself and to share with you some of the recent activity in the Drama Program as well as our plans for the coming year. The 2014-2015 season marks the 50th Anniversary of the Drama Department and in honor of this momentous occasion, we are taking stock in our past, present and future.

We start 2014 by looking at the wonderfully successful and talented students who emerged from our program. What better way to rekindle our connection with our past alumni than to re-stage one of the most successful productions performed here at the college: the Wild West version of *Taming of the Shrew*? Shrew was performed in the small Studio Theatre as an experiment in 1970 and went on to play a command performance for Princess Margaret at the famed Edinburg festival in Scotland in 1971. We wondered if we re-staged this unique production, would we be able to attract some of the earliest drama students back to the James Dunn Theatre. With the use of social media and the help of a team of local alumni, we reached out to the original cast members and to our surprise we heard back from almost all of them! We had over 20 Shrew alumni fly in from all over the United States to attend our opening night. In fact, one performer from the original production reprised his role and is the actual age of the character in our show which runs for one more weekend. Combined with a post-show party for 300, it was truly a homecoming and a warm celebration.

Coupled with the production and party was the launch of our 50th Anniversary Fundraising Campaign. We are asking patrons to donate $50 or more, and the first 90 people to do so will receive this fabulous Anniversary Tote Bag. It has been a tremendous undertaking to initiate a Fundraising Campaign along with our usual duties in the classroom and the department but we, and I mean students, staff, and faculty, recognize the budgetary constraints effecting the state and have stepped forward to aide our own program in ensuring the next 50 years are as strong as the first 50. Students volunteer their time as Student Ambassadors at parties and meet with donors and patrons. Staff and faculty meet on the weekends to work with Alumni in the orchestration of outside events and sit at a Donor table every evening during the run of Shrew to connect with our audience. We are working very hard at a grassroots level, to build our future.

On an Academic Level, we are awaiting final approval on our Associate in Arts Transfer degree in Theatre which should come on line in the Fall of 2014 and will soon provide a second degree option for students which is certainly something to celebrate!

So what are we planning for the future? We have received great interest from alumni willing to participate in a Professional Speakers Series on campus where they can discuss their transition into the professional world and giving sound advice to our students. We are organizing panelists of 3 working professionals once a month.
in the various Production and Performance areas of theatre beginning in April and will continue this throughout the following year.

We have included two Family Friendly productions to our 2014-2015 season (Little Women and Comedy of Errors) to broaden our audience base. We are coordinating with Anna Pilloton in the Outreach Office to connect with Middle schools and High Schools in the local area, offering free Friday morning matinees. The Drama Department works closely with Outreach on a number of other projects as well, recognizing the importance of engaging with and preparing students for the college experience. Our main stage and studio theatres are frequent stops for school tours. In fact, our students often volunteer to meet with middle school and high school groups to play improvisation games and talk about their experience at College of Marin.

One other important event I would like to mention is our current collaboration with the Art Department on a **50 Year Retrospective Exhibit** which will be on display during the run of **Comedy of Errors**. No, we did not realize the irony of that when we chose the play... Please save the date of March 6th which is the opening night of the exhibit and the production, followed by an informal reception. In this exhibit we will feature photos, programs, reviews, production models, sketches, audio and video media from the last 50 years. Set Designer Ron Krempetz will lead the charge on this massive undertaking which requires consultation with digital archivists and the literal transferring of 50 year old pictures into digital format. Some of our fundraising will no doubt be absorbed by this undertaking, but we feel it is critical that we preserve our archive, and do it quickly, as much of the material is currently stored in either metal cabinets or Rubbermaid tubs in a garage. It would truly be a shame to lose such an important part of our history. If you would like to learn more about the Theatre Archive Project and how you might be able to help, I would be happy to speak with you about it at another time.

Let me wrap up my time by inviting you to be a participant in our 50th year. Become a subscriber, a donor, a patron of the arts! Tell your family and friends to come! Join us for our Kick-off party at the beginning of the year with Little Women or our Gallery Opening in the Spring. If you attend only two Drama Events next year, please make it our season kick-off party on September 26th and the gallery exhibit March 6th to celebrate with us after our opening night performances where you can meet the faculty and students whose hard work and dedication have added so greatly to the reputation of the College of Marin.

Thank you.
High Level Description of Process for Change in Board Membership

Pursuant to California Code 5019
(Same process used for changing numbers of Trustees and establishing or abolishing Trustee areas)

Marin Community College Board of Trustees votes – Simple majority required for change

Recommendation goes to Marin County Committee on School District Organization

County Committee reviews and holds public hearing on proposal

Proposal shall be presented to the electors of the District not later than the next succeeding election for members of the governing board*

*County Committee of School District Organization has the prerogative to waive the required election
Bay Area Community College Districts

Comparative Head Count & Board of Trustees size

<table>
<thead>
<tr>
<th>Community College District</th>
<th>Head Count</th>
<th>Number of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contra Costa</td>
<td>35,275</td>
<td>5</td>
</tr>
<tr>
<td>Foothill-De Anza</td>
<td>42,247</td>
<td>5</td>
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<tr>
<td>Gavilan</td>
<td>6,049</td>
<td>7</td>
</tr>
<tr>
<td>Ohlone</td>
<td>11,083</td>
<td>7</td>
</tr>
<tr>
<td>Peralta</td>
<td>29,955</td>
<td>7</td>
</tr>
<tr>
<td>San Francisco</td>
<td>46,411</td>
<td>7</td>
</tr>
<tr>
<td>San Jose-Evergreen</td>
<td>18,512</td>
<td>7</td>
</tr>
<tr>
<td>San Mateo</td>
<td>24,639</td>
<td>5</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>25,626</td>
<td>7</td>
</tr>
<tr>
<td>West Valley-Mission</td>
<td>20,042</td>
<td>7</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
MEASURE C BOND CITIZENS’ OVERSIGHT COMMITTEE

Annual Report
For The Period Ending June 30, 2013

Description of Measure C

On November 2, 2004, voters in Marin County approved Measure C which provided $249.5 million in funding to update, modernize, and retrofit the Marin Community College District serving County residents at the College of Marin Kentfield and Indian Valley Campuses.

Measure C Bond Citizens’ Oversight Committee

As provided in Education Code Section 15278, a Citizens’ Oversight Committee was formed by the Community College District’s Board of Trustees on February 8, 2005. The committee is composed of members that represent student government, the business community, a senior citizen organization, taxpayer association, college support organizations and the community at large. The role of the committee is to inform the public concerning the District’s expenditure of revenues received from the sale of bonds authorized by the voters in the November 2004 general election. In particular, the committee is providing oversight ensuring that:

1. Bond proceeds are expended only for construction, reconstruction, rehabilitation or replacement of College facilities in compliance with the projects listed in the Measure C ballot language; and that

2. No funds are used for teacher or administrator salaries or for other college operating expenses.

To carry out its role, the Citizens’ Oversight Committee may:

1. Receive and review copies of the annual independent performance audit conducted to ensure that the bond revenue has been expended only on the specific projects listed in the bond proposition;

2. Receive and review copies of the annual independent financial audit of the bond revenue;

3. Inspect college facilities and grounds to ensure that the bond revenue is expended in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII of the California Constitution;

4. Receive and review copies of deferred maintenance proposals or plans developed by the district; and

5. Review efforts by the district to maximize bond revenues by implementing various cost saving measures.

Two new members joined the committee in fall 2013 with terms expiring in May 2015. In May 2013, terms expired for three members of the Committee.
Meetings

Since its formation in February 2005 (to the end of this reporting period), the committee has met 28 (twenty-eight) times. Minutes of the meetings are posted on the District website and are available to the public. Locations of meetings are announced in advance through the publication of the individual agenda and posted on the District website. The committee meetings are typically held at the Kentfield Campus.

During the reporting period (July 1, 2012–June 30, 2013), the Citizens’ Oversight Committee met on three occasions (September 11, 2012; January 29, 2013; and April 23, 2013). The committee heard several reports from staff on the bond’s planning, design and construction activities, including an update on LEED processes for the bond program.

Major Bond Activity July 1, 2012 – June 30, 2013

- Under the leadership of Director of Modernization, Laura McCarty and the program management team from Jacobs Management continued their oversight of all bond projects, including fiscal management; scheduling; construction management; and reporting.

- During this fiscal year the District completed construction on two major building projects; the Science-Math-Nursing Building and Performing Arts remodel and Dance & Gallery addition, as well as the Child Study Center and Austin swing space. Site preparation began for the new Academic Center.

- In fall 2012, and again in spring 2013, the District convened a pair of community forums to inform the public of the program’s progress.

Audit Results

The accounting firm of Crowe Horwath LLP conducted a performance audit for the year ended June 30, 2013. The firm found that the results of the tests indicated that, in all significant respects, the district expended Measure C General Obligation Bond funds for the year ended June 30, 2013 only for the specific projects developed by the District’s Governing Board and approved by the voters in accordance with the requirements of Proposition 39.

The methodology included selecting a sample of 100 expenditures totaling $14,983,126. The sample was selected to provide a representation across specific construction projects, vendors and expenditure amounts. The firm verified that the expenditures were for authorized projects and were to construct, upgrade, and improve classrooms and school facilities, renovate restrooms and plumbing, upgrade electrical systems, improve student access to computers and technology, replace heating and air conditioning systems or to make health and safety improvements.

Conclusion

The committee is satisfied with the results of the District's efforts on the Measure C bond program for the time period July 1, 2012 to June 30, 2013.
More detailed information about the College District's bond projects, timelines, and expenditures-to-date is available on the District's web page: www.marin.edu. From the first page, under “About the College” click on "Measure C Updates” and “Citizen’s Oversight Committee” where you will find minutes, agendas and reports considered by the Citizens’ Oversight Committee. Measure C Updates allows you to view the bond project lists and other bond-related information. If you have questions or concerns, please contact the Citizens’ Oversight Committee c/o Maridel Barr at 415-485-9518, e-mail Maridel.Barr@marin.edu.

The College of Marin Citizens’ Oversight Committee invites community members to attend its meetings held at the College of Marin, Kentfield, CA 94904. All meetings are open to the public; meeting dates, locations and agendas are posted on the District web site.

Measure C Citizens’ Oversight Committee appointments during the reporting period:

Terms expiring May 2013:
Ted Bright
Charlotte Kissling
Donna Reeve

Terms expiring May 2014:
John Hanley
Donna Bjorn
Paul Tandler
Nancy McCarthy
Doug Wilson
BOARD AGENDA ITEM

To: Board of Trustees  Date: April 15, 2014
From: Superintendent/President  Item & File No. C.11.B.
Subject: Classified Personnel Recommendations
Reason for Board Consideration:

CONSENT APPROVAL

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

1. Appointment of Classified Personnel
2. Temporary Increase/Decrease in Assignment for Classified Personnel
3. Resignation of Classified Personnel
4. Temporary Reassignment of Classified Personnel

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

A. Perez; J. Cox; B. Chi; D. Gardiner; A. Haber; S. Dodson; C. Dunkle; W. Lee; B. Reetz; A. Enty and M. Galzagorry 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: Kristina Combs, Executive Director of Human Resources & Labor Relations
1. 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>*Perez, Alexio</td>
<td>Receiving Clerk</td>
<td>1.0</td>
<td>12</td>
<td>04-16-2014</td>
</tr>
<tr>
<td>2.</td>
<td>*Cox, Jeffrey</td>
<td>Custodial Supervisor</td>
<td>1.0</td>
<td>12</td>
<td>05-05-2014</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Perez has accepted the 1.0FTE/12MPY position of Receiving Clerk effective April 16, 2014.

2. Mr. Cox as accepted the 1.0FTE/12MPY position of Custodial Supervisor effective May 5, 2014.

*Six-month evaluation period.*
## 2. 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>Chi, Brian</td>
<td>Network PC Telephone Techs</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>04-01-2014 – 06-30-2014 (or the completion of the project whichever comes first)</td>
</tr>
<tr>
<td>Gardiner, David</td>
<td>Network PC Telephone Tech</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>04-01-2014 – 06-30-2014 (or the completion of the project whichever comes first)</td>
</tr>
<tr>
<td>Haber, Andy</td>
<td>Telecommunications &amp; Electronics Specialist</td>
<td>.80</td>
<td>12</td>
<td>Temp.</td>
<td>04-01-2014 – 06-30-2014 (or the completion of the project whichever comes first)</td>
</tr>
<tr>
<td>Dodson, Steve</td>
<td>Computer Access Specialist</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>04-01-2014 – 06-30-2014 (or the completion of the project whichever comes first)</td>
</tr>
<tr>
<td>Dunkle, Chris</td>
<td>Lab Technician – Computer Science</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>04-01-2014 – 06-30-2014 (or the completion of the project whichever is first)</td>
</tr>
<tr>
<td>Lee, Wendy</td>
<td>Systems Support Technician</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>01-02-2014 – 06-30-2014 (or the completion of the project whichever comes first.)</td>
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<tr>
<td>Reetz, Becky</td>
<td>EOPS/Calworks Coordinator</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>01-2014 – 05-31-2014</td>
</tr>
<tr>
<td>Galzagorry, Marie</td>
<td>Custodian</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>04-01-14 – 06-30-2014</td>
</tr>
</tbody>
</table>
2. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/ SALARY FOR CLASSIFIED PERSONNEL

BACKGROUND INFORMATION:

1-5. All employees stated above are being compensated an additional $1000.00 per month in agreement with the classified associations SEIU and CSEA to complete project based assignments in regards to the deployment phase of the PC Upgrade Project. Due to unforeseen situations the projects need to be extended effective April 1, 2014 through June 30, 2014 or the completion of the project whichever comes first.

6. Ms. Lee needs to be compensated an additional $1,000.00 per month in agreement with the classified association CSEA to complete project based assignments in regards to the deployment phase of the PC Upgrade Project. Effective January 2, 2014 through June 30, 2014 or the completion of the project whichever comes first.

7. In her role as EOPS/Calworks Coordinator, Ms. Reetz is serving as a co-chair of the BSI Committee for the Spring semester 2014. Her involvement includes writing the report and facilitating the meetings. Ms. Reetz will be compensated $2,008.11 for this work.

8. Ms. Galzagorry will be compensated an additional $700.00 per month to assist with the M&O Custodial area during the recruitment and transition period for the new Custodial Supervisor effective April 1, 2014 through June 30, 2014.
3. RESIGNATION/TERMINATION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Towle, Edwin</td>
<td>Single Stop Project Coordinator</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>C.O.B. 03-21-2014</td>
</tr>
<tr>
<td>2.</td>
<td>Walashek, Jil</td>
<td>Bookstore Clerk</td>
<td>1.0</td>
<td>12</td>
<td>Retirement</td>
<td>C.O.B. 06-30-2014</td>
</tr>
<tr>
<td>3.</td>
<td>Weller, Laura</td>
<td>Confidential Administrative Assistant</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>C.O.B. 03-28-2014</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

4. TEMPORARY REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enty, Aftab</td>
<td>Lab Technician - Science/Museum (Out of Class Assignment)</td>
<td>1.0</td>
<td>12 Temp.</td>
<td>07/01/13 – 12/31/13</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Pursuant to agreement signed by the District and CSEA dated March 21, 2014, the parties agree to compensate Mr. Enty an amount of $1,179.78 for significant duties he performed while working out of class from July 2013 through December 2013.
To: Board of Trustees       Date: April 15, 2014
From: Superintendent/President      Item#:  C.11.C.
Subject: Educational Administrators and Management Personnel Appointments

Reason for Board Consideration: CONSENT APPROVAL

Enclosure(s): Salary and Appointment Conditions for Educational Administrators

BACKGROUND:

We are aligning appointment /contract/terms and conditions of employment for Educational Administrators Personnel per ED Code.

1. Appointment of Educational Management Personnel
2. Appointment/Contract/Terms of Continued Employment for Educational Administrator

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Educational Administrator Appointment.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. **Appointment of Educational Management 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>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ly, Pearl</td>
<td>Director of Library Services</td>
<td>1.0</td>
<td>Educational Administrator</td>
<td>6/16/14</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Appointment of Pearl Ly to the position of Director of Library Services, effective 6/16/14.
<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Annual Salary</th>
<th>Appointment/Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cedillo, Arnulfo</td>
<td>Director of Student Affairs and Health Center</td>
<td>1.0</td>
<td>$98,671</td>
<td>July 1, 2014-June 30, 2015</td>
</tr>
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</table>
§ 72411. Term of employment; notice of non-reemployment; reemployment on failure to give timely notice.

(a) Every educational administrator shall be employed, and all other administrators may be employed, by the governing board of the district by an appointment or contract of up to four years in duration. The governing board of a community college district, with the consent of the administrator concerned, may at any time terminate, effective on the next succeeding first day of July, the term of employment of; and any contract of employment with, the administrator of the district, and reemploy the administrator, on any terms and conditions as may be mutually agreed upon by the board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.

(b) If the governing board of a district determines that an administrator is not to be reemployed by appointment or contract in his or her administrative position upon the expiration of his or her appointment or contract, the administrator shall be given written notice of this determination by the governing board. For an administrator employed by appointment or contract, the term of which is longer than one year, the notice shall be given at least six months in advance of the expiration of the appointment or contract unless the contract or appointment provides otherwise. For every other administrator, notice that the administrator may not be reemployed by appointment or contract in his or her administrative position for the following college year shall be given on or before March 15.

(c) If the governing board fails to reemploy an administrator by appointment or contract in his or her administrative position and the written notice provided for in this section has not been given, the administrator shall, unless the existing appointment or contract provides otherwise, be deemed to be reemployed for a term of the same duration as the one completed with all other terms and conditions remaining unchanged.

(d) Subdivisions (b) and (c) do not apply to any administrator who holds a position that is funded for less than a college year, is assigned to an acting position whose continuing right to hold the position depends on being selected for the position on a regular basis, is terminated pursuant to Section 87743, 80017 or 88127, or is dismissed for cause.
BOARD AGENDA ITEM

To: Board of Trustees                  Date: April 15, 2014
From: Superintendent/President        Item & File No. C.11.D.
Subject: Classified Management Personnel Recommendation
         CORRECTION to March 11, 2014 Item #C.11.E.
Reason for Board Consideration:       Enclosure(s):
                                      CONSENT APPROVAL

BACKGROUND:

The attached item corrects Classified Personnel Recommendation Item C.11.E. from the March 11, 2014 Board meeting. The revised item that was passed out at the meeting listed the date incorrectly as February 18, 2014 and listed Arnulfo Cedillo incorrectly as a classified manager. Item C.11.C. in this Board packet correctly lists Dr. Cedillo as an Educational Manager.

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached corrected Classified Management Personnel Recommendation from the March 11, 2014 Board Meeting.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. APPOINTMENT/CONTRACT/TERMS FOR CONTINUED EMPLOYMENT OF CLASSIFIED ADMINISTRATORS AND MANAGEMENT PERSONNEL  
Corrected from March 11, 2014 Board meeting

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Annual Salary</th>
<th>Appointment/Contract Term</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Combs, Kristina</td>
<td>Executive Director of Human Resources And Labor Relations</td>
<td>1.0</td>
<td>$123,827</td>
<td>July 1, 2014-June 30, 2015</td>
</tr>
<tr>
<td>2.</td>
<td>Ekoue-totou, Patrick</td>
<td>Chief Information Officer/Director of Information Technology</td>
<td>1.0</td>
<td>$123,827</td>
<td>July 1, 2014-June 30, 2015</td>
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<td>3.</td>
<td>Isozaki, Peggy</td>
<td>Director of Fiscal Services</td>
<td>1.0</td>
<td>$108,670</td>
<td>July 1, 2014-June 30, 2015</td>
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<td>4.</td>
<td>Lemay, Mitchell</td>
<td>Chief of Police</td>
<td>1.0</td>
<td>$92,962</td>
<td>July 1, 2014-June 30, 2015</td>
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<tr>
<td>5.</td>
<td>McCarty, Laura</td>
<td>Director of Modernization</td>
<td>1.0</td>
<td>$123,827</td>
<td>July 1, 2014-June 30, 2015</td>
</tr>
<tr>
<td>7.</td>
<td>Summa-Wolfe, Cathian</td>
<td>Director of Communications and Community Relations</td>
<td>1.0</td>
<td>$123,827</td>
<td>July 1, 2014-June 30, 2015</td>
</tr>
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BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Classified Management Personnel Recommendation

Reason for Board Consideration:
CONSENT APPROVAL

BACKGROUND:

The following actions are included in the Classified Management Personnel Recommendations:

1. Appointment of Classified Management Personnel

BUDGET IMPLICATIONS:

This appointment is within budgeted FTE and is on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>TBD</td>
<td>Vice President of Finance and College Operations</td>
<td>1.0</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>To:</td>
<td>Board of Trustees</td>
<td>Date: April 15, 2014</td>
<td></td>
<td></td>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.F.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Management Position Recommendations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s): Job description and Salary Schedule</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**BACKGROUND:**

**Maintenance & Operations:**

Over the last several years the District has migrated to more electronic methodologies to manage facilities in the form of building management systems, new facilities and better infrastructure for energy efficiency such as the new geo-thermal system. As the District has improved facilities the District has also become more aggressive in receiving energy efficiencies where allowable.

During the last several months the maintenance & operations department has been analyzed and reviewed for operational efficiency. In doing this analysis the district has determined the need for two management positions to meet the current needs for Maintenance and Operations department moving forward.

**Enrollment Services:**

With the upcoming implementation of the Student Success and Support Regulations in fall 2014, College of Marin must be poised to meet the compliance guidelines of SB 1456. In order to provide our students the ability to succeed in their educational goals, and for COM to access the maximum in Student Success and Support Program (SSSP) funding, the Admissions & Records function will merge with the Financial Aid office and add Scholarships management to form one new department called “Enrollment Services”. The reorganization allows the offices to align operations and services in order to deliver the most comprehensive service to a student at one stop.

The recent elimination of the Financial Aid director and assistant director positions and replacing those two managers with an Assistant Dean/Student Financial Assistance, will enable the Dean and Assistant Dean to work more closely together. The realigned management structure will be able to better manage the team of Enrollment Services Associates to deliver comprehensive student services where collaboration and outreach work together to address all student success measures in one place with a common goal.
BUDGET IMPLICATIONS:

M&O recommendations are cost neutral to the district but improves the Districts position on the 50% law due to one of the positions being moved to a restricted M&O fund versus the unrestricted budget.

The elimination of one Financial Aid manager will provide the additional funding to upgrade the existing A & R and FA positions to Enrollment Service Associate positions. It also will allow for the reallocation of two positions to the new Bursar function. These actions are a projected cost savings to the District or will be cost neutral.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the new job descriptions effective April 15, 2014; approve the revised Management Salary Schedule.

Assistant Director of Facilities Planning, Maintenance and Operations – Management Level – 3 ($80,229.00 – $98,671.00)

Plant Energy/Controls Manager – Management Level 2 ($75,585.00 – $92,962.00)

Assistant Dean of Enrollment Services/Student Financial Assistance – Management Level - 4 ($88,359.00 - $108,670.00)

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources & Labor Relations
ASSISTANT DIRECTOR OF FACILITIES PLANNING, MAINTENANCE AND OPERATIONS
(Classified Management)

Purpose Statement: (Duties, General Description)

Reporting to the Director of Facilities Planning, Maintenance & Operations, the Assistant Director of Facilities Planning, Maintenance and Operations plans, organizes and directs operations and employees in the areas of maintenance, grounds and operations activities for the district. The incumbent will act in the absence of the Director of Facilities Planning, Maintenance and Operations.

Diversity Statement:

College of Marin strives to embrace diversity in all forms; it strives to be an inclusive community that fosters an open, enlightened and productive environment and demonstrates sensitivity to and respect for a diverse population.

Essential Functions:

Plan, organize and provide daily supervision of a variety of programs, projects and activities related to maintenance, custodial, grounds, facilities planning, enhancements, warehouse and mail services, safety and health hazards.

Assist in the development of plans, specifications, bid documents and related materials; evaluate bids and recommend award of contracts for capital outlay projects, equipment and major repairs.

Assist in the preparation and development of budgets for maintenance, custodial, grounds, warehouse, deferred maintenance and one-time funded projects; review and approve maintenance and operations requisitions within budgetary limitations.

Provide technical expertise, information and assistance regarding assigned functions; supervise skilled workers in the performance of new construction, major repairs and alternations of District facilities.

Assist in the development of plans and specifications for work to be completed; review cost estimates submitted by outside contractors; recommend or determine equipment and materials to be purchased.

Communicate with other administrators, vendors, State and government agencies and contractors to coordinate activities and programs, resolve issues and conflicts and exchange information.

Inspect buildings, equipment and grounds for fire, safety and health hazards; recommend or require proper elimination of hazards; inspect buildings relative to energy usage and savings; evaluate and recommend cost-saving methods.

Supervise and evaluate the performance of assigned staff in accordance with District guidelines, personnel policy and procedures and collective bargaining contracts; participate in screening committee meetings and other committees as necessary; plan, coordinate and arrange for appropriate training of staff.

Utilize Maintenance Management Software (i.e., School Dude) to plan and implement a systematic program of preventive maintenance; establish priorities for maintenance and special projects; develop procedures to assure that routine and emergency maintenance needs are resolved.

Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to facilities and other assigned functions.

Assure compliance with laws, codes, regulations, and health and safety precautions related to maintenance and operations activities.
Consults with engineers on heating, mechanical and electrical requirements of new and renovated buildings; maintain utility and energy management systems.

Maintain inventory records of fixed assets; prepare documentation, evaluate and recommend disposition of surplus property.

Plan, coordinate and direct administrative functions such as key control, telephone usage and equipment, and hazardous materials management.

Attend, conduct and participate in meetings, seminars, committees and conferences.

Perform other related duties as assigned.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)

KNOWLEDGE is required to: perform algebra and/or geometry; read a variety of manuals, write documents following prescribed formats and/or present information before groups; and solve practical problems. Planning, organization and direction of a maintenance and operations department. Budget preparation and control. Modern practices, procedures and equipment used in building, grounds and equipment maintenance and repair. HVAC systems and primary and secondary power distribution systems. Building and Fire Codes. Modern office practices, procedures and equipment. Principles and practices of administration, supervision and training. Cost analysis techniques. Applicable laws, codes, regulations, policies and procedures. Contract preparation and administration. Modern management theory and practice in higher education and unionized environments.

SKILLS are required to: perform multiple technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in the computer labs and classrooms; preparing and maintaining accurate records; and operating standard office equipment including pertinent software applications. Use of new or additional equipment or software brought about by new technology shall be incorporated consistent with the level of responsibility and complexity of this job.

ABILITY to: effectively communicate verbally and in writing with District employees, building occupants, contractors, and property management personnel. Provide technical expertise regarding maintenance and operations activities and functions and supervise skilled trades’ personnel in the performance of their duties. Formulate and develop cost-saving plans for assigned areas of responsibility. Prepare and maintain budget, financial and statistical records. Train, supervise and evaluate personnel. Ability to develop and maintain positive and constructive working relationships with subordinates, peers, and customers internal/external to the college. Communicate effectively both orally and in writing. Establish and maintain cooperative and effective working relationships with others. Analyze situations accurately, problem solve and adopt an effective course of action. Meet schedules and time lines. Work independently with little direction. Plan and organize work. Direct the maintenance of a variety of records and files related to facilities and other assigned functions. Support District Diversity goals and activities to foster an inclusive environment and demonstrate sensitivity to and respect for a diverse population.

Minimum Qualifications/Position Requirements (Education & Experience):

- A Bachelor’s degree or an equivalent combination of education and experience.

- Five years’ experience in the maintenance and operations of a facility and journey-level experience in at least one of the building trades.

- Five years of increasingly responsible management/supervisory experience in the area of maintenance, operations, and facilities.

- Minimum of three years journey-level experience in the operation, repair and maintenance of facilities equipment with a thorough understanding of electrical, mechanical and hydraulic systems, emergency generation and distribution and life safety systems.
• Computer literacy in Window's based software environment.

• Willingness to obtain required certifications for facilities and grounds activities.

• Demonstrated sensitivity, knowledge, and understanding of the diverse academic, socioeconomic, gender, cultural, disability, and ethnic backgrounds of the students we serve and sensitivity to and knowledge and understanding of groups historically underrepresented, and groups who may have experienced discrimination.

Other Requirements:

Incumbent must be available for, and respond to call-ins during off hours and weekends as requested.

Certificates & Licenses: A valid California driver’s license.

The incumbent will be required to satisfactorily complete and obtain appropriate certifications and or licenses i.e. (Cal OSHA certificates, Hazmat, IPM, Qualified Applicator, Back-Flow Preventer, etc.) in areas as required within two years after start of employment.

Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance, clear DMV record.

FLSA Status: Exempt

Classification Category:

The Assistant Director of Facilities Planning, Maintenance and Operations is a classified administrative position, in compliance with all applicable sections of the California Education Code.

Salary Range: Management Level 3

Date: April 15, 2014
PLANT ENERGY/CONTROLS MANAGER
(Classified Management)

Purpose Statement: (Duties, General Description)

Reporting to the Director of Facilities Planning, Maintenance & Operations, the Plant Energy/Controls Manager works to establish accountability for energy consumption at every level in the organization. This person is responsible for developing and monitoring the organization’s energy management program under Board approved Policy & Guidelines, for the purpose of reducing utility consumption including water and sewage. The role of the Plant Energy/Controls manager is instrumental in the success of the energy conservation program. Basic areas of responsibility include: administration and record keeping, accountability, reporting, program implementation, promoting District employees involvement, and validating energy management system compliance to the District’s energy policy and guidelines.

Diversity Statement:

College of Marin strives to embrace diversity in all forms; it strives to be an inclusive community that fosters an open, enlightened and productive environment and demonstrates sensitivity to and respect for a diverse population.

Essential Functions: The position includes but is not limited to the following list of representative duties.

- With the assistance of Energy Conservation consultants and Director of Maintenance and Operations, establish a program to promote energy conservation through positive feedback to all levels of the District and involves all personnel in taking ownership for the success of the program.
- Supervise and evaluate the performance of assigned staff in accordance with District guidelines, personnel policy and procedures and collective bargaining contracts; participate in screening committee meetings and other committees as necessary; plan, coordinate and arrange for appropriate training of staff.
- Coordinates with internal and external public relations support to utilize all media opportunities to promote successes of the district’s energy management program.
- Serves as District representative at management-level meetings, seminars and conferences relating to energy use and conservation.
- Advises, assists, and makes recommendations to the Director of Maintenance and Operations on alternate energy sources, consumption and general energy conservation measures.
- Develops and maintains contact with federal and state agencies; monitors state and national energy policy trends and incorporates as appropriate into COM energy management plans.
- Provides input on contractual support activities (capital projects) related to energy management and the purchase of any products that affect energy consumption.
- Prepares energy requirement estimates and supports budget allotments for all district facilities and develops procedures for efficient utilization of energy sources.
- Maintains all energy and water consumption records and data and leverages data to prove conservation measure value.
- Accesses grants and funding where possible and maintains records of federal/state energy conservation grants received by the district.
- Reports directly to management at least monthly on the status of the district’s energy consumption.
- Reports on an as needed basis and at least quarterly to the Board on status and success of the energy program.
- Provides regular communication with COM leadership, HVAC technicians, electricians, trades, and custodial staff as to the status of their buildings’ energy consumption.
- Reports any facility safety issues observed to the Director of Facilities.
- Conducts regular walk-through audits of all the District’s facilities to insure operating efficiency, optimum educational environment and compliance with District’s energy policy.
• Takes responsibility for the implementation of weekday, weekend, holiday and summer shutdown checklists for every building in the district.
• Insures building technicians read all meters on the same days as the utility companies.
• Implements night setback program for every building on weeknights, weekends, holidays and summer breaks.
• Insures the District is on proper utility rate schedule and is receiving correct billing.
• Insures District participation in applicable incentive and rebate program offered.
• Coordinates with the Director of Facilities the installation and/or repairs of energy management systems.
• Maintains wiring and installation diagrams of the systems.
• Assists with the design and maintenance of the programing for computerized energy management systems to insure operating efficiency and updates programs as necessary.
• Works with building maintenance personnel on proper operation of the systems and equipment.
• Attends all scheduled in-services on the energy management system.
• Maintains safe working conditions and insures safety practices are followed in accordance with safety plan.
• Provides frequent afterhours callback and phone support to onsite personnel pertaining to Delta building automation control systems and appurtenant equipment.
• Perform routine maintenance, testing, calibration and repairs to the Delta building automation control system and appurtenant equipment.
• Maintains accurate logs, spare parts and preventative maintenance schedules to the Delta building automation control system and appurtenant equipment.
• At the direction of the Director Facilities Operations & Maintenance, perform “User End” programming changes, modifications and additions to the Delta building automation control system and appurtenant controls equipment.
• Maintain a high level of proficiency in all building and grounds (irrigation) control equipment and systems to include their function and interconnectivity.
• Provide assistance and input to the Director and/or Assistant Director in the preparation of reports and inquiries.
• Carry out other work assignments as directed by the Director Facilities Operations & Maintenance
• Flexibility to schedule change for operations support.
• Attend, conduct and participate in meetings, seminars, committees and conferences.
• Perform other related duties as assigned.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)

KNOWLEDGE is required to: perform algebra and/or geometry; read a variety of manuals, write documents following prescribed formats and/or present information before groups; and solve practical problems. Planning, organization and direction of a maintenance and operations department. Budget preparation and control. Modern practices, procedures and equipment used in building, grounds and equipment maintenance and repair. HVAC systems and primary and secondary power distribution systems. Building and Fire Codes. Modern office practices, procedures and equipment. Principles and practices of administration, supervision and training. Cost analysis techniques. Applicable laws, codes, regulations, policies and procedures. Contract preparation and administration. Modern management theory and practice in higher education and unionized environments.

SKILLS are required to: perform multiple technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in the computer labs and classrooms; preparing and maintaining accurate records; and operating standard office equipment including pertinent software applications. Use of new or additional equipment or software brought about by new technology shall be incorporated consistent with the level of responsibility and complexity of this job.

ABILITY to: effectively communicate verbally and in writing with occupants, contractors, and property management personnel. Provide technical expertise regarding maintenance and operations activities and functions and supervise skilled trades’ personnel. Formulate and develop cost-saving plans for assigned areas of responsibility. Prepare and maintain budget, financial and statistical records. Train, supervise and evaluate personnel. Ability to develop and maintain positive and constructive working relationships with subordinates, peers, and customers internal/external to
the college. Communicate effectively both orally and in writing. Establish and maintain cooperative and effective working relationships with others. Analyze situations accurately and adopt an effective course of action. Meet schedules and time lines. Work independently with little direction. Plan and organize work. Direct the maintenance of a variety of records and files related to facilities and other assigned functions. Support District Diversity goals and activities to foster an inclusive environment and demonstrate sensitivity to and respect for a diverse population.

**Minimum Qualifications/Position Requirements (Education & Experience):**

- A Bachelor’s degree or an equivalent combination of education and experience.
- Four years’ experience of full time experience in energy management, developing and implementing energy efficiency measures for a multi-facility organization.
- Five years of increasingly responsible management/supervisory experience in the area of maintenance, operations, and facilities.
- Computer literacy in Window’s based software environment.
- Willingness to obtain required certifications for facilities and grounds activities.
- Demonstrated sensitivity, knowledge, and understanding of the diverse academic, socioeconomic, gender, cultural, disability, and ethnic backgrounds of the students we serve and sensitivity to and knowledge and understanding of groups historically underrepresented, and groups who may have experienced discrimination.

**Other Requirements:** Incumbent must be available for, and respond to call-ins during off hours and weekends as requested. Incumbent must be willing and able to obtain plant/energy certifications as required.

**Certificates & Licenses:** A valid California driver’s license.

**Clearances:** Criminal Justice/Fingerprint Clearance & TB Clearance; clear DMV record.

**FLSA Status:** Exempt

**Classification Category:**
The Plant Energy Controls Manager is a classified administrative position, in compliance with all applicable sections of the California Education Code.

**Salary Range:** Management Level 2

**Date:** April 15, 2014
ASSISTANT DEAN OF ENROLLMENT SERVICES/STUDENT
FINANCIAL ASSISTANCE

Purpose Statement
Reporting to the Dean of Enrollment Services, the Assistant Dean of Enrollment Services/Student Financial Assistance is an integral member of the leadership team and participates in the development and implementation of enrollment planning with an emphasis in Student Financial Assistance. The incumbent provides overall management and leadership necessary for the effective administration and reporting of the College’s student financial assistance programs including, but not limited to, financial aid processing and disbursement, financial counseling, billing and clearance, including scholarships, work study budget, maintaining compliance with all related regulations, and guidance, toward a successful pathway to completion of student educational goals. Will act as Dean in the absence of Dean of Enrollment Services.

Essential Functions
Responsible for the daily administrative and organizational functions of Student Financial Assistance, and develops and executes a departmental vision and strategy for leveraging financial aid resources and meeting student financial needs while supporting the College’s enrollment goals, monitoring & reporting requirements, and ensuring accepted standards and enrollment budget projections are met.

Leads, mentors, and develops a full-time staff of professionals in the Student Financial Assistance operations.

Supervising, training, and providing professional development opportunities as well as organizing, prioritizing, and scheduling staff assignments.

Serves as a member of the Enrollment Services Leadership Group, representing Enrollment Services in the Dean’s absence, and works with senior administration to develop and implement short and long-range plans and strategies for enrollment and student financial services.

Provides leadership of systems and services (e.g., financial-aid counseling, communications, and problem resolution); integration of financial systems that directly support recruiting, student success, retention, enrollment, student accounts, and revenue management.

Develop collaborative relationships with related functions (e.g., Vice President of Finance and College Operations, Dean of Enrollment Services, Dean of Student Success and the Advancement Office).

Plans, develops, coordinates, supervises and evaluates all aspects of Admissions and Records and Student Financial Assistance individually and as an integral part of the college, as well as supervising staff assigned to each program.

In conjunction with the Dean of Enrollment Services, plans, prepares, monitors, controls and evaluates goals and objectives, budgets, performance agreements, and utilization of funds.

Oversee Federal Grant and Loan reporting, reconciliation and year-end close out as required.

Oversee aid recalculation, (including RT4), repayments and monitoring for students who have changes to enrollment status.

Provide oversight and support in processing the Federal Direct Loan program and Common Origination and Disbursement.

Interprets and administers all applicable Board policies; recommending policy changes as needed.

Assistant Dean of Enrollment Services/Student Financial Assistance
REV 040714
Prepares applications; composes federal, state, and local reports; keeps expenditure records; and maintains statistical data and other records, insuring compliance with all applicable participation agreements, contracts and regulations for each program.

Prepares, coordinates and responds to audits and program reviews.

Authorize, update and oversee the usage of internal computer systems for each area.

Conducts regular meetings with staff to inform them of program policies, procedures, and deadlines as needed.

Participation in meetings, conferences, professional associations, and trainings to remain current with changes, and serve on campus-wide committees related to Financial Assistance and Scholarship Programs.

Prepares and analyzes detailed financial statements and forecasting reports; makes recommendations based on results.

Evaluates and analyzes economic and enrollment trends; makes recommendations for scholarship program growth development.

Makes public presentations to the Board of Trustees, students, parents, faculty, staff, and community.

Establishes and maintains effective and cooperative working relationships with all campus departments; collaborating with all college departments in the recruitment and retention of students from under-represented groups.

Coordinates the Scholarship Programs with all necessary off-campus donors.

Interviews, confers and advises students and parents on student expenses, budgeting, personal and family situations as may be related to financial needs and opportunities.

Reviews applications for benefits, determines eligibility, allocates aid, awards financial assistance packages and authorizes disbursement for individual applicants.

Manages staff requests for approved time off to ensure continuance of district operations.

Ensure security and confidentiality of student educational records mandated by FERPA regulations, are maintained.

Performs other duties as assigned by the Dean of Enrollment Services.

**Other Functions**

In accordance with the Americans with Disabilities Act, the following physical, mental and other abilities are required in order to perform the essential functions of this classification: complex data comparison, analysis, and synthesis; attention to detail; public speaking to small and large groups; persuasive communication; negotiation; multi-tasking; flexibility; adaptability; tact and sensitivity.
Knowledge, Skills and Abilities

KNOWLEDGE of: the State and Federal codes, statutes and regulations that govern California community college student developmental and instructional services including:

- Pertinent sections of Title 4 and 5 of the California Code of Regulations pertaining to student developmental, curriculum and institutional services.
- Pertinent sections of California Education Code.
- In-depth knowledge, interpretation and implementation of: FSA and OPE, SSARCC-FA, MIS reporting, SAP, Gainful Employment, Cal and Pell Grants, 150% rule, Dream Act, DACA, Chaffee Grant, verifications and internal audits of the FA office
- Experience in Financial Literacy programs to alleviate and prevent loan defaults on student loans
- Americans with Disabilities Act (ADA) compliance regulations.
- California State Chancellor’s Office (Systems Office) legal opinions and advisories.
- Ellucian BANNER Student Module applications.
- Federal regulations pertaining to the Family Educational Rights and Protection Act.
- Federal regulations pertaining to the certification of Veterans Educational Benefits.
- Federal regulations pertaining to the issuance of an I-20 and all reporting requirements in SEVIS.
- Microsoft Office Word/Excel.
- Board Policies and Administration Procedures.
- Articulation agreements with other colleges/universities.
- Admissions and Records functions
- Enrollment Services Student Learning Outcomes
- Computer registration operation (Banner and MyCOM)
- Principles of record keeping
- Business letter writing and report preparation
- Modern office practices, procedures, and equipment
- Technical aspects of student computer system (Banner and MyCOM)
- Applicable sections of State Education Code and other applicable laws
- Effective written and oral communication skills

SKILLS in:

- Demonstrated skill in written communication, including policy and procedures development, and reporting.
- Demonstrated skill in oral communication, including public speaking.
- Demonstrated ability to work effectively as part of a team.
- Demonstrated sensitivity to, and understanding of, the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

ABILITY to: work as an effective team member in a collaborative work environment with demonstrated commitment to the values inherent to a culturally diverse workplace; to apply the principles and practices of management and supervision. Communicate orally and in writing before groups, to facilitate meetings, and for reporting and preparing funding proposals; and to work effectively as part of a management team. Work harmoniously with students, staff and others with whom contact is made in the course of employment. Lead, train, and coordinate work flow of the Admissions & Records Office. Establish and maintain cooperative working relationships with those contacted in the performance of duties. Demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of staff and students and of staff and students with physical and learning disabilities.

Responsibility

Responsibilities include: working independently under broad organizational policies with supervision focusing on results to organizational objectives; and supervising the use of funds. Significant utilization of resources from other work units is required to perform the job’s functions. There is an opportunity to impact the Organization’s services.
Working Environment

The usual and customary methods of performing the job's functions generally requires 60% sitting, 20% walking and 20% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

Minimum Qualifications/Position Requirements (Education & Experience)
1. Bachelor’s degree from an accredited college or university in a subject area that is taught in the California Community College system.
2. Extensive experience in public contacts demonstrating skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds. Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students;
3. Experience with the implementation and maintenance of administrative computing software, preferably BANNER.

Desirable Qualifications:
- Master’s degree with a minimum of five years in a progressively responsible management role in student financial services, financial assistance, and/or bursar services in a higher education setting.
- Five years of working in the area of enrollment management.

Certificates & Licenses: A valid California driver’s license

Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status: Exempt

Classification Category:
The Assistant Dean of Enrollment Services/Student Financial Aid Assistance is an classified manager position, in compliance with all applicable sections of the California Education Code.

Date: April 7, 2014

Salary Range: Management Level 4
Marin Community College District

SCHEDULE OF SALARY AND CONDITIONS FOR MANAGEMENT PERSONNEL

I. SALARY SCHEDULE

<table>
<thead>
<tr>
<th>RANGE</th>
<th>LONGEVITY INCREMENT</th>
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<tbody>
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<tr>
<td>$141,751.00</td>
<td>$146,712.00</td>
</tr>
</tbody>
</table>

II. CONDITIONS

A. The term “management personnel” shall include all certificated/educational administrators and classified administrators. Classified administrators will serve in a probationary status for one year.

B. Step advancement on the salary schedule is based on merit as determined by the annual employee evaluation. The President shall approve 0, or 1 step as a result of the evaluation. Steps will be effective on the anniversary date of the most recent appointment into a management position.

C. Incumbents will be placed on the new salary schedule as of July 1, 2015 with movement to the next step on their anniversary date of the most recent appointment into a management position. New hires hired after March 1, 2014 will be placed on the new salary schedule. For any new hire after March 1, 2014, all positions in that range will be placed on the new salary schedule, step to be determined at time of placement (e.g., if a new hire is at Range 5, all positions at Range 5 will move to the new salary schedule).

Longevity steps X, Y, Z and Z+ are awarded on the 6th, 10th, 15th and 20th year anniversary of permanent District service. Longevity steps are 5% and accumulate to 20% on the 20th anniversary of permanent service. Longevity will become effective on anniversaries after July 1, 2015.

Placement of all Managers on the salary schedule of the District shall be done in a common and uniform manner, based upon the responsibilities and requirements of the position. The Superintendent/President may recommend initial placement above the first step if the Manager possesses previous related work experience which exceeds the District’s entry -level qualifications for the position.

D. Management personnel shall receive twenty-two (22) days paid vacation per year exclusive of legal holidays. Management personnel may accrue a maximum of thirty (30) days vacation allowance to the following fiscal year; the President must approve any exceptions. No management employee will be paid for more than thirty-seven (37) days vacation upon termination. Use of vacation must be approved by, and can be directed, by the President.

E. Management personnel shall observe the holidays designated for classified bargaining units.

F. The District provides medical (maximum District contribution is Kaiser Family Rate through June 30, 2012), long-term disability, dental, vision and life insurance for all management personnel.
G. Medical Benefit Waiver

Management employees may voluntarily waive District medical benefits if he/she can provide documentation of comparable coverage under another plan. Employees opting not to participate in medical coverage must notify the Personnel Department no later than October 1 of each year, provide documentation at that time that they have comparable coverage, and sign the applicable declaration. Employees who elect to waive medical benefits shall be provided with a $1200 annual payment. The payments shall be reduced on a pro-rata basis for less than full-time employees and for new Management employees who waive coverage for less than a full year. Employees shall have their waiver payments made by check no later than December 31.

To be reinstated under the medical plan, Management employees must apply during the annual January open enrollment period.

H. Management personnel shall be granted sick leave at the rate of one day per month. Up to seven (7) days of sick leave in any fiscal year may be used for Personal Necessity.

I. Management personnel will receive a one-time $1,000 bonus for receiving an earned doctorate from an accredited institution while employed by the District.

J. In the event of layoff, classified management employees shall receive forty-five (45) days advance notice and certificated/educational administrators shall receive a March 15 notice (as per Education Code 72411 and 72411.5) for release from an administrative position.

K. Exceptions to this salary schedule are permissible upon the recommendation of the President and approval of the Board of Trustees.

L. Certificated/Educational Administrators become members of the State Teachers' Retirement System. A set percentage of gross income is deducted from the employee's gross amount and the remaining net is taxable. The District contributes the normal employer contribution rate for all Educational Administrators. For Classified Administrators, the District pays the normal employee and employer contribution to the Public Employees' Retirement System. Under both systems, an employee is vested after five full-time years.

M. Retirement Benefit Program

1. Eligibility

A management employee who is fifty (50) years of age or older and a PERS member, and fifty-five (55) years of age or older and a STRS member and who desires to apply for the Retirement Benefit Program must be eligible and apply for service retirement under their respective plans.

2. Employment of Retirees

The District may offer employment to retirees subject to the restrictions of PERS and STRS regarding time to be worked or maximum salary; District and retiree will mutually agree on need/time/salary.

3. Program Participation

A certificated/educational administrator who is interested in participating in the program shall notify the District no later than February 1 of each fiscal year. A classified administrator who is interested in participating in the program shall notify the District thirty (30) days prior to such participation.

4. Benefits

For employees hired prior to 10/14/86 and who have at least ten (10) years of full-time service, the District will provide paid medical and dental coverage with benefits equal to those in effect at the time of retirement to the retiree and one dependent until the retiree attains age seventy (70) or the retiree's death, whichever is sooner. The District will provide the retiree and one dependent medical and dental coverage in each fiscal year following retirement as provided to current supervisory employees; if the District no longer provides a specific type of health or dental plan as provided at the time of retirement (i.e., Health Net, Kaiser, Delta Dental), the retiree may select a plan as made available each fiscal year to current supervisory
employees of this group. The retiree may change carriers during the annual open period. The rates paid by the District for the retiree and one dependent shall be the rates paid for current supervisory employees; the retiree and dependent shall be responsible for paying any future increases that are charged to supervisory employees of this group. The employee shall be required to file for any other State or Federal government-sponsored programs for which he/she may be eligible as an offset to the District obligation for the health benefit. For employees hired after 10/14/86, the District does not provide post-retirement benefits.

N. Managers may teach a class, outside of their regular workweek in their management position, with the approval of the President. Pay for the teaching assignment will be computed at the overload rate for the certificated salary placement to which the manager is entitled. Teaching assignments shall not conflict with any provisions of collective bargaining agreements.

III. PLACEMENT OF MANAGEMENT POSITIONS ON THE MANAGEMENT SALARY SCHEDULE

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>POSITIONS DESIGNATED TO LEVELS</th>
</tr>
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<tbody>
<tr>
<td>7</td>
<td>Vice President</td>
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<tr>
<td>6</td>
<td>Assistant Vice President</td>
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<td></td>
<td>Director of Modernization</td>
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<td></td>
<td>Chief Information Officer/Director of Information Technology</td>
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<td></td>
<td>Executive Dean of Indian Valley Campus, Workforce and Economic Development</td>
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<tr>
<td></td>
<td>Executive Director of Communications, Community Relations and Advancement</td>
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<td></td>
<td>Executive Director, Human Resources and Labor Relations</td>
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<tr>
<td>5</td>
<td>Dean of Arts and Humanities</td>
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<td></td>
<td>Dean of Enrollment Services</td>
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<td></td>
<td>Dean of Math, Sciences, and Learning Technology</td>
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<td></td>
<td>Director of Planning Research and Institutional Effectiveness</td>
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<td></td>
<td>Dean of Student Success</td>
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<tr>
<td>4</td>
<td>Assistant Dean of Enrollment Services/Student Financial Assistance</td>
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<tr>
<td></td>
<td>Director of Facilities Planning, Maintenance and Operations</td>
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<tr>
<td></td>
<td>Director of Financial Aid and Career Services</td>
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<td></td>
<td>Director of Fiscal Services</td>
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<td>Director of Nursing</td>
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<td>Director of Library Services</td>
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<tr>
<td>3</td>
<td>Assistant Director of Facilities Planning, Maintenance and Operations</td>
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<td></td>
<td>Director of Physical Education and Athletics</td>
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<td></td>
<td>Director of Student Affairs and Health Center</td>
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<td></td>
<td>Director of Community Education, Lifelong Learning and International Education</td>
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<tr>
<td>2</td>
<td>Chief of Police/Director of Safety</td>
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<td></td>
<td>Plant Energy/Controls Manager</td>
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<tr>
<td>1</td>
<td>Director of Academic Services and Articulation</td>
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<td></td>
<td>Director of Child Development Program</td>
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</tbody>
</table>
BACKGROUND:

The Board of Trustees took action at their January 21, 2014, meeting to approve the CSEA Salary Schedule regarding the implementation of the CSEA/MCCD Equity Study effective March 1, 2014. The Human Resources Office has recently discovered an error to the CSEA Salary Schedule and has amended as follows.

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the amended CSEA Salary Schedule effective March 1, 2014.

From Laboratory Technician – Communications and Media Services Range-113 ($3,462.88 - $4,210.38)

To Laboratory Technician – Communications and Media Services to Range-115 ($3,638.88 - $4,423.25)

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources & Labor Relations
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Longevity increments are computed at the step and salary range to which an employee is assigned as follows:

- **Service Years** % of Current Salary
  - 8  4.50%
  - 10  7.50%
  - 13  12.50%
  - 16  17.50%
  - 20  19.50%
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Longevity increments are computed at the step and salary range to which an employee is assigned as follows:

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1. On recommendation of the supervisor, an employee shall advance one (1) step within his/her salary range effective as follows:
   a) Employees shall be eligible for a step increase on their anniversary date for Steps 1-5. Their anniversary date is on the first day of the month following twelve (12) months of service in the position and this day and month, yearly thereafter. Employees who have breaks in service have reconstructed anniversary dates.

2. Longevity pay shall be granted monthly to all eligible employees, on the following basis:
   a) Those employees who achieve eligibility for an increment, as designated below, are given their increment on their original anniversary date based on the date of hire in the first CSEA position held at the college. In case of promotion, if the employee is on a longevity step, employee retains the longevity increment and eligibility for their next longevity increments based on the years of creditable services listed below.
      1) A first increment for eight (8) years of creditable service.
      2) A second increment for ten (10) years of creditable service.
      3) A third increment for thirteen (13) years of creditable service.
      4) A fourth increment for sixteen (16) years of creditable service.
      5) A fifth increment for twenty (20) years of creditable service, effective July 1, 1998.

*Salary pursuant to TA dated 7/18/2012; Board Approved 12/11/2012."
BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Subject: Short-Term Hourly Positions  
Reason for Board Consideration:  
Enclosure(s):

BACKGROUND

Pursuant to Assembly Bill 500, a short-term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve the position. The following positions have been submitted for approval:

Instructional Positions

1. **Lifeguard Supervisor - Community Education** - Assists instructor and students for Underwater Hockey class offered by Community Education during Spring 2014 quarter.
   - Number of Positions: 1
   - Position Dates: 03/26/2014 – 05/14/2014
   - Hourly Rate: $15.00

2. **Lifeguard Supervisor - Community Education** - Assists Instructor and students for Surfing 101 class offered by Community Education during Spring 2014 quarter.
   - Number of Positions: 1
   - Position Dates: 05/17/2014 – 06/07/2014
   - Hourly Rate: $15.00

3. **Reader** - Assists for the Court Reporting Program during Summer.
   - Number of Positions: 2
   - Position Dates: 06/16/2014 – 07/26/2014
   - Hourly Rate: $9.50
4. **Library Technical Assistant-Circulation Services** – Assists Classified Staff: To provide technical assistance for circulation services and training for library staff to prepare for MARINet implementation.

- Number of Positions: 2
- Position Dates: 04/15/2014 – 06/30/2014
- Hourly Rate: $19.79

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

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources & Labor Relations
BACKGROUND:

The accompanying information includes ten budget transfers in February 2014 totaling $12,016 in the Unrestricted Fund.

There were twenty-eight budget transfers in February 2014 totaling $421,918 in the Restricted Fund including two transfers from the Restricted Reserve Contingency for $244,058 of which $1,100 was for a Drama Performance and $242,958 to align apportionment in Calworks, Temporary Assistance for Needy Families and Student Success.

There were two budget transfers in the Capital Outlay Fund for $39,600.

There was one budget transfer in the Measure C Reserve Contingency Fund for $916,364 for the Learning Resources Center Seismic Upgrade Project.

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>Investment Trust Fund</th>
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*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 February 2014 Budget Transfers.

Greg Nelson, Interim Vice President of Finance and College Operations
### BUDGET TRANSFERS

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**Total Unrestricted**

|     | -     | $ (2,095) | -     | $ 461 | $ 9,505 | $ (7,872) | -     | -     | $ 12,016 |

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**Total Child Care Fund**

**Capital Outlay Fund**

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**Total Capital Outlay**

**Investment Trust Fund**

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**Total Investment Trust Fund**

**Measure C**

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BACKGROUND:

The accompanying information includes twenty-seven budget transfers in March 2014 totaling $74,078 in the Unrestricted Fund.

There were thirty-four budget transfers in March 2014 totaling $167,137 in the Restricted Fund including three transfers to and from the Restricted Reserve Contingency netting $9,531 of which $10,980 was transferred to Basic Skills and $1,449 was transferred back to the Reserve Contingency - $1,399 from VTEA to align apportionment and $50 from Drama.

Net effect of transfers for the Month.

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<th>Object Code</th>
<th>General Fund</th>
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<th>Capital Outlay</th>
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*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 March 2014 Budget Transfers.

Greg Nelson, Interim Vice President of Finance and College Operations
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<th>BUDGET TRANSFERS</th>
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<tr>
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<tr>
<td>4 15110</td>
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<tr>
<td>Total Restricted</td>
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<tr>
<td></td>
<td>(3,491)</td>
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<tr>
<td>TOTAL GENERAL FUND</td>
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<td>BT #</td>
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<tr>
<td><strong>Child Care Fund</strong></td>
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<td><strong>TOTAL CHILD CARE FUND</strong></td>
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<td><strong>Capital Outlay Fund</strong></td>
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<td></td>
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<tr>
<td>2</td>
<td></td>
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<tr>
<td><strong>TOTAL CAPITAL OUTLAY</strong></td>
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<tr>
<td><strong>Investment Trust Fund</strong></td>
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<td></td>
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<tr>
<td><strong>TOTAL INVESTMENT TRU</strong></td>
<td>$ -</td>
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<tr>
<td><strong>Measure C</strong></td>
<td></td>
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<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL MEASURE C FUN</strong></td>
<td>$ -</td>
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<tr>
<td><strong>TOTAL ALL FUNDS</strong></td>
<td>$ (3,491)</td>
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To:       Board of Trustees                      Date:                April 15, 2014
From:    Superintendent/President               Item & File No.     C.11.K.
Subject: Warrant Approval for Month of February 2014

Reason for Board Consideration:             Enclosure(s):

CONSENT APPROVAL                            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 **02/01/2014 through 02/28/2014**, warrants **164191 - 164648** were issued in the total amount of **$2,835,255**.

Payroll warrants **10020387- 10020681** and payroll automated clearing house warrants **50027751 - 50028236** totaled **$1,871,938** for the month of February.

Total amount of warrants for the month of February were **$4,707,193**.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.

Administrator Initiating Item  **Greg Nelson, Interim Vice President of Finance and College Operations**
DATE: April 15, 2014

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 164191-164648 in the amount of $2,835,255 for the period 02/01/2014 through 02/28/2014 be approved for payment. For the period 02/01/2014 through 02/28/2014, payroll warrants 10020387-10020681 were issued and payroll clearing house warrants 50027751-50028236 for a combined payroll total of $1,871,938. 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. Total warrants for February 2014 were $4,707,193.

-------------------------------------------------------------------------------------------------

President or Designee

Payment for Goods and Services Summary
General Fund – All Programs
February 2014

Warrant totals distributed by fund and expense category as follows:

**General Fund Breakdown:**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Unrestricted Fund</th>
<th>Restricted Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>$38,427</td>
<td>Supplies</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$293,208</td>
<td>Operating Expenses</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>$20,945</td>
<td>Capital Expenditures</td>
</tr>
<tr>
<td>Student Refunds</td>
<td>$17,052</td>
<td>Student Aid</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$369,632</strong></td>
<td><strong>$83,875</strong></td>
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</table>

**Totals of all Funds:**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Fund</td>
<td>$369,632</td>
</tr>
<tr>
<td>Restricted Fund</td>
<td>83,875</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>$453,507</strong></td>
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<tr>
<td>Child Development Fund</td>
<td>$3,116</td>
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<td>Investment Trust Fund</td>
<td>$5,491</td>
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<tr>
<td>Self Insurance Fund</td>
<td>$50,361</td>
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<tr>
<td>Hamilton Bond Fund</td>
<td>$880</td>
</tr>
<tr>
<td>Capital Projects Fund</td>
<td>$4,698</td>
</tr>
<tr>
<td>Measure C Interest &amp; Redemption Fund</td>
<td>$550</td>
</tr>
<tr>
<td>Measure C Bond Fund</td>
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</tr>
<tr>
<td><strong>Subtotal Other Funds</strong></td>
<td><strong>$1,227,261</strong></td>
</tr>
<tr>
<td>Payroll and Benefits</td>
<td>$3,026,425</td>
</tr>
<tr>
<td><strong>Total Payments</strong></td>
<td><strong>$4,707,193</strong></td>
</tr>
</tbody>
</table>
### 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 03/01/2014 through 03/31/2014, warrants 164649-165207 were issued in the total amount of $3,337,754.

Payroll warrants 10020682-10021050 and payroll automated clearing house warrants 50028237-50028795 totaled $1,973,403 for the month of March.

Total amount of warrants for the month of March were $5,311,157.

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.

---

Administrator Initiating Item  **Greg Nelson, Interim Vice President of Finance and College Operations**
DATE: April 15, 2014

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 164649-165207 in the amount of $3,337,754 for the period 03/01/2014 through 03/31/2014 be approved for payment. For the period 03/01/2014 through 03/31/2014, payroll warrants 10020682-10021050 were issued and payroll clearing house warrants 50028237-50028795 for a combined payroll total of $1,973,403. 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. Total warrants for March 2014 were $5,311,157.

________________________________________
President or Designee

Payment for Goods and Services Summary
General Fund – All Programs
February 2014

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>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
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<td>Supplies</td>
<td>$44,209</td>
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<tr>
<td>Operating Expenses</td>
<td>301,495</td>
<td>Operating Expenses</td>
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<td>Capital Expenditures</td>
<td>19,141</td>
<td>Capital Expenditures</td>
<td>31,254</td>
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<td>Student Refunds</td>
<td>12,082</td>
<td>Student Aid</td>
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<td><strong>Totals</strong></td>
<td><strong>$392,245</strong></td>
<td><strong>$162,434</strong></td>
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Totals of all Funds:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Fund</td>
<td>$392,245</td>
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<tr>
<td>Restricted Fund</td>
<td>162,434</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
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<tr>
<td>Child Development Fund</td>
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<td>Investment Trust Fund</td>
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<td>Self Insurance Fund</td>
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<td>Capital Projects Fund</td>
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<td>Measure C Bond Fund</td>
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<td>Payroll and Benefits</td>
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<td><strong>Total Payments</strong></td>
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### BOARD AGENDA ITEM

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<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.11.M.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
<td>Enclosure(s):</td>
<td>List of Equipment</td>
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</table>

#### 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

Greg Nelson, Interim Vice President of Finance and College Operations
<table>
<thead>
<tr>
<th>Campus</th>
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<th>Department</th>
<th>Quantity</th>
<th>Description</th>
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## BOARD AGENDA ITEM

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### BACKGROUND:

Courses are developed by faculty at the discipline level. Course additions are proposed by departments 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 following course addition is recommended by appropriate academic departments, the Curriculum Committee, and the Interim Vice President of Student Learning.

*Course addition is **effective Fall 2014.***

### CREDIT COURSE:

| SPAN 128A | Spanish Conversation and Culture Through Film |

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed credit course addition.

Administrator Initiating Item:

Cari Torres, Interim Vice President of Student Learning
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:        Board of Trustees  Date:  April 15, 2014
From:     Superintendent/President  Item & File No.  C.11.O.
Subject:       Credit Course Deletions

Reason for Board Consideration:  Enclosure(s):
CONSENT APPROVAL

BACKGROUND:

Credit courses are recommended for deletion status by faculty at the discipline level. These deletions are proposed by the academic departments to the Curriculum Committee, a standing committee of the Academic Senate. Deletions are reviewed and approved according to Board policy 2.0001 and 2.000 DP.1.

The following courses are recommended for deletion by the Curriculum Committee from the College of Marin curriculum. These courses have not been taught for a period of time or have been replaced by other courses more relevant to student needs.

CREDIT COURSE DELETIONS

All course deletions are effective Fall 2014:

DENT 174L  Dental Materials Application Lab
DENT 176L  Dental Morphology, Histology and Recordings Lab
DENT 180L  Chairside I Laboratory 228A
DENT 182L  Dental Radiology Laboratory
DENT 183L  Advanced Dental Procedures Laboratory
DENT 184L  Chairside Procedures II Laboratory
DENT 186L  Clinical Dental Radiology Laboratory
DENT 190L  Dental Practice Management and Economics Laboratory
DENT 192AL  Pit and Fissure Sealants Laboratory

RECOMMENDATION:

The Superintendent/President recommends the Board of Trustees approved the recommended Credit Course Deletions effective Fall 2014.

Administrator Initiating Item:

Cari Torres, Interim Vice President of Student Learning
BACKGROUND:

Revised courses are developed by faculty at the discipline level. Revisions are proposed by departments 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 following course revisions are recommended by appropriate academic departments, the Curriculum Committee, and the Interim Vice President of Student Learning.

Abbreviations used: CC = course content; DESC = course description; MOE = methods of evaluation; MOI = methods of instruction; SLO = student learning outcomes; CT = critical thinking; T/R = texts/assigned reading; P/NP = pass/no pass; TU = teaching units.

All revisions are effective Fall 2014.

ART 190
Black and White Photography I
Revise CC, DESC, CT, SLO, MOE, MOI, T/R.

ART 191
Black and White Photography II
Revise DESC, MOI, T/R.

ART 194
Intermediate Digital Photography
Revise T/R.

ART 196
Digital Scanning and Archiving of Films, Slides and Prints
Revise T/R.

BIOL 110L
Introduction to Biology Laboratory
Revise SLO, T/R.
BIOL 169B
Introduction to Ornithology B  Revise CC, T/R.

GEOG 102
The Human Environment  Revise CC, DESC, CT, SLO, MOE, MOI, T/R.

GEOG 109
Geography of California  Revise DESC, SLO, T/R.

GEOL 127A
Extended Field Studies  Revise DESC, SLO, T/R.

MATH 123
Analytic Geometry and Calculus I  Revise CC, DESC, CT, SLO, T/R.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the proposed credit course revisions.

Administrator Initiating Item:
Cari Torres, Interim Vice President of Student Learning
BOARD AGENDA ITEM

To: Board of Trustees  Date: April 15, 2014
From: Superintendent/President  Item & File No. C.11.Q.
Subject: New Associate Degrees for Transfer (ADT)

Reason for Board Consideration:
CONSENT APPROVAL

BACKGROUND:
The Student Transfer Achievement Reform Act (SB 1440 – Padilla), signed into legislation on September 29, 2010, enables the California Community Colleges and California State University to collaborate on the creation of Associate Degrees for Transfer (ADT) programs. This law requires community colleges to grant an associate degree for transfer to a student once a student has met specified general education and major requirements for the degree. Upon completion of the associate degree, the student is eligible for transfer with junior standing into the California State University (CSU) system.

College of Marin currently offers seven Associate Degrees for Transfer and, upon approval by the Chancellor’s Office, will offer a total of 19 ADTs by the end of Fall 2014. The following new Associate Degrees for Transfer (ADT) are recommended by the appropriate academic departments, the Curriculum Committee, and the Interim Vice-President of Student Learning:

New Associate Degrees for Transfer (ADT): (Effective date: upon Chancellor’s Office approval)

1. AA-T in Administration of Justice
2. AA-T in Anthropology
3. AA-T in Art History
4. AS-T in Computer Science
5. AA-T in Economics
6. AA-T in Geography
7. AS-T in Geology
8. AA-T in Kinesiology
9. AS-T in Math
10. AS-T in Physics

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the new Associate Degrees for Transfer (ADT).

Administrator Initiating Item: Cari Torres, Interim Vice-President of Student Learning
BACKGROUND:
New courses are developed by faculty in the Community Education area. Courses are reviewed and approved according to Board Policy and Administrative Procedure 4020 titled Program and Curriculum Development and 4400 titled Community Service Courses.

The Community Education Program will offer the following new Community Services courses for the first time during Summer 2014. These fee-based courses are recommended by the appropriate Community Education faculty and staff as well as the Vice President of Student Learning, and are “designed to meet the educational, social, economic, cultural, and recreational needs” of Marin County residents, as specified in Board policy. The proposed new courses are listed below, along with brief descriptions.

Painting Effective Acrylic Art Through The Visual Language of Land, Water and Sky
As a group, the class will complete 3 paintings focusing as the main subject ie: Land, Water, Sky. Subjects discussed will be: Avoiding pitfalls in painting, Glazes in modifying tonal values on your work. Techniques with brushwork you can apply to produce effective landscapes.
Total 15 hours: 3 hrs, 1x per week for 6 weeks

The Flow of Watercolor - Travel Sketching With A Focus on Trees
Traveling and sketching go hand-in-hand. Draw, paint and ink quickly while on location, and then embellish on sketches when indoors again.
Total 18 hours: 3 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee

Water Media For Self-Expression Intensive
Discover the nature of watercolor and fluid acrylic paints, and learn how to handle them. A full range of wet-into-wet techniques will be presented, from pre-moistened area painting to painting on pre-soaked paper and/or canvas.
Total 10.5 hours: 3.5 hrs, 3 meetings in 1 week

Furniture Painting-Give A New Life To Your Furniture Finds!
In this hands-on class, you will have the opportunity to choose your own piece of furniture to transform from start to finish in the most “green” way possible!
Total 18 hours: 3 hrs, 1x per week for 6 weeks
New Community Service Courses

Conversational Mandarin For Beginners
This course is designed to teach the basic skills of listening comprehension, speaking, reading, and writing in Mandarin Chinese to students with no prior background in the Chinese language.
Total 12 hours: 2 hrs, 1x per week for 6 weeks (offered under Marin Chinese Cultural Association Educational Programs)

Marin’s Got Talent - Discover The Performing Artist Inside Of You!
The main focus of this class is to help students acquire the basic concepts and techniques of Chinese dance. Students are introduced to the basic forms of body movements that produce the rhythms and characteristics of Chinese dance.
Total 9 hours: 1.5 hrs, 1x per week for 6 weeks (offered under Marin Chinese Cultural Association Educational Programs)

Film Appreciation: To The Beat Of My Heart; Music and Life
Films for this session will explore music’s place in our lives. Three of the films included are: The Buena Vista Social Club (Cuba/USA 1999), The Band’s Visit (Israel 2007) Searching for Sugarman (USA/South Africa 2013)
Total 18 hours: 3 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee

Cinema and Psyche: Essential British Films
We’ll watch and discuss six pinnacles of British film from the superb classic period 1935-1950. Explore the artistic technique, symbolic language, depth psychology, and cultural sensibility of master storytellers telling iconic English tales.
Total 21 hours: 3.5 hrs, 1x per week for 6 weeks

The Wines of Luxury: Exploring Champagne and Port
When most people wines for special occasions, two words come up – Champagne and Port. This class will explore these unique wines of the world, both from their traditional homes, to expressions of sparkling and fortified wines in the world.
Total 5 hours: 2.5 hrs, 1x per week for 2 weeks

Asia Pacific War History (revised)
Featuring lectures, personal histories, and films, this course is an introduction to one of the most significant periods of the twentieth century. Because this history is largely unknown in the U.S., and because the Asia Pacific War has had such a profound impact on the U.S., this course aims to present a vital addition to general knowledge for educated citizens.
Total 16 hours: 4 hrs., 1x per week for 4 weeks, approved by Emeritus Curriculum Committee

The Loire Valley Enchanted Castles- “Out Of The Usual Path”
During this class we shall discuss the historical backgrounds of seven important and unique castles raised in the Loire Valley, however, not positioned on the usual sightseer pass ways: Chateau Langeais, Chateau Montsoreau, Chateau Loches, Chateau Cheverny, Chateau Villandry, Chateau d’Usse (the chateau of the “Sleeping Beauty”).
Total 12 hours: 2 hrs., 1x per week for 6 weeks, approved by Emeritus Curriculum Committee
Three Famous Legendary Actresses From The XIX and XX Centuries
Join us in exploring the lives and works of three legendary women, who through their energy, convictions and accomplishments, left eternal marks on the World of Theatre and Art History:
Total 12 hours: 2 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee

The Twenty-First Century Novel
Total 15 hours: 2.5 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee

A Poetic Journey: The Pleasures of Reading and Writing Poetry
Each week we will discuss one of the primary elements of poetic craft: meaning, form, voice, imagery, and sound. We will then use these craft elements to help us understand and enjoy the writings of a variety of contemporary poets.
Total 12 hours: 2 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee, 03/12/14

Musical Snapshots: Comedic Musicians
We will discuss, see video, and hear music from six of many American comedic musicians. Included will be Jerry Lewis in scenes from “The Bellboy” and singing “Rock-a-bye-your-Baby; Victor Borge, in his famous “Phonetic Punctuation” routine; Danny Kaye, doing his “Tchaikovsky and the other Russians” from “Lady in the Dark” and the famous “…in the vessel with the pestle” from “The Court Jester”; Harpo Marx playing classical harp; Spike Jones, (with his City Slickers) playing “Laura”, and Bette Midler, in “The Divine Miss M”.
Total 8 hours: 2 hrs, 1x per week for 4 weeks, approved by Emeritus Curriculum Committee

Mikkyo Zen: How To Live In The Present Moment
Through the practice of Mikkyo Zen, students will seek how best to live in the present moment with less stress and less manifestations of the “Three Posions (Anger, Craving and Ignorance),” which in turn cause all suffering.
Total 12 hours: 2 hrs, 1x per week for 6 weeks, approved by Emeritus Curriculum Committee 03/19/14

Up And Rolling With Adobe Photoshop Lightroom
This class will give you an overview of Lightroom’s Library and Develop Module’s power to increase your efficiency and precision so you can spend more time shooting and less time at the computer.
Total 10 hours: 2.5 hrs, 1x per week for 2 weeks

Restorative Yoga and Meditation- Special Summer Edition!
We will cover basic poses, detailing principles of movement, relaxation, breathing techniques, meditation, energy work and proper alignment to better your overall health and wellbeing.
Total 9 hours: 1.5 hrs, 1x per week for 6 weeks
New Community Service Courses

**Self-Defense For Older Adults**
This class focuses on self-defense and personal safety for the elderly. Students will learn skills including awareness, body language, verbal techniques and strategies needed to preserve safety in hostile or dangerous situations.
*Total 9 hours: 1.5 hrs, 1x per week for 6 weeks*

**Self-Defense For Women**
The class format is designed for women and will include the special obstacles they face in a hostile environment, including addressing societal conditioning to “be nice” rather than trust their instincts when sensing danger and then setting the necessary strong boundaries and moving quickly to get to safety.
*Total 9 hours: 1.5 hrs, 1x per week for 6 weeks*

**Winter Birding and Retiring In Mexico**
Have you ever thought about spending your retirement in Mexico? Did you know the largest population of American citizens located outside the United States is just outside of Guadalajara? Were you aware that you can have your social security check mailed directly to the embassy in Mexico? Whether you know Spanish or not, explore what Mexico has to offer as a retirement spot or maybe just to spend the winter! Class focuses on Puerto Vallarta and Guadalajara.
*Total 3 hours: 3 hours per session*

**Exploring Ship Operations In The Bay**
This class will provide a general overview of commercial shipping operations in the Bay. The course will include a presentation on types of ships, ship construction and manning, commercial and operational requirements of these vessels.
*Total 2.5 hours: 2.5 hours per session, approved by Emeritus Curriculum Committee 03/19/14*

**RECOMMENDATION:**
The Superintendent/President recommends that the Board of Trustees approve the proposed new Community Education program.

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Administrator Initiating Item:  
Nanda Schorske, Executive Dean of Indian Valley Campus Workforce and Economic Development
BACKGROUND:
The Community Education Program will offer the following new Community Services program for the first time during Summer Quarter 2014. This program has been developed in conjunction with other community-centered agencies as well as Community Education, faculty and other college departments, including the Counseling Department, as appropriate.

This fee-based program is recommended by the appropriate Community Education faculty and staff as well as the Executive Dean of Indian Valley Campus & Workforce and Economic Development, and is “designed to meet the educational, social, economic, cultural, and recreational needs” of Marin County residents, as specified in Board policy 4020 titled Program and Curriculum Development. The proposed new program follows, along with brief description.

21st Century Leadership: Find Your Future at the Summer Career Institute

College of Marin’s Community Education has partnered with the Counseling Department to offer Marin County residents an innovative career development program.

Start building your career today with this innovative series. Whether you are beginning your career, job hunting, transitioning to a new field, or returning to work after an absence, this series will have something for you. The curriculum will be offered in a unique workshop format that will allow you to choose the topics that best meet your needs.

Start by attending the Kick-off session to learn about the competencies needed for today’s increasingly complex, globally-oriented workplace, and assess your preferred skills for the 21st century job market.

Then select four or more additional career development workshops of interest to you. The series is designed to prepare you for an effective job search and have you leave with strategies that will lead to the future you desire.

Workshop titles include:

- Career Choices For Who You Are Today
- Identifying Your Best Work Style
- Find Your Next Career Using Media Research
- Social Media Resumes and Job Search Strategies
- Interviewing Skills For Today's Job Market
- Moms Back to Work - How To Find The Right Fit
- Career Transitions Through College Courses
RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed new Community Education program.

Administrator Initiating Item:

Nanda Schorske, Executive Dean of Indian Valley Campus Workforce and Economic Development
**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 Jacobs office.

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</tbody>
</table>

*TLCD contract Amendment 8 approved 2/18/14, written as Amendment 9, for contract total $2,484,495.00
*JLModular Change Order 3 approved 9/17/13, written as Change Order 2 for contract total $2,125,043.82
*Julia Beatty Amendment 10 approved 2/18/14 to Project (813B); funding changed to District FF&E Consultant (813A)
*Kate Keating Amendment 9, approved 2/18/2014 adjusted to $40,750.00

**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>
To: Board of Trustees  Date: April 15, 2014
From: Superintendent/President  Item & File No. C.11.U.
Subject: Second Reading of Revised Board Policy

Reason for Board Consideration:

Enclosure(s):

APPROVAL

BP 4070 Auditing

BACKGROUND:

At the March 11, 2014 Board of Trustees meeting, the Board received the proposed revisions to Board Policy 4070, Auditing, for a first reading.

Board Policy 4070 Auditing, is hereby presented for a second reading and approval.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Board Policy 4070 - Auditing.
BP 4070      AUDITING

Reference:
   Education Code Section 76370

The District does not permit auditing of credit courses. To attend credit classes on a continuous or regular basis in the Marin Community College District, individuals must either enroll as a regular student or register as an auditor.

Date Adopted: October 19, 2010

NOTE: Language from SRJC. Proposed by Academic Senate with review/crafting with Diane Traversi. Approved by J Eldridge and Cari Torres
To: Board of Trustees  
From: Superintendent/President  
Subject: Ratification of Superintendent/President’s Employment Agreement  
Reason for Board Consideration: APPROVAL  

BACKGROUND:

Superintendent/President Dr. David Wain Coon’s original contract expires on June 30, 2014. Trustees Stephanie O’Brien and Diana Conti, serving as a Board’s Subcommittee on Superintendent/President compensation, recommend ratification of an employment agreement for the Superintendent/President effective July 1, 2014 through June 30, 2018.

RECOMMENDATION:

Board of Trustees President O’Brien recommends that the Board of Trustees ratify the Superintendent/President’s Employment Agreement for July 1, 2014 – June 30, 2018.
**BACKGROUND:**

Pursuant to the California Community College Trustees (CCCT) Board Governing Policies, the election of members of the CCCT Board of the Community College League will take place between March 10 and April 25, 2014. There are seven (7) three-year vacancies and one (1) year vacancy on the CCCT Board to be filled.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. The eighth top vote-getter will complete the term that was vacated by a CCCT member that did not seek re-election in her district last November. That term expires in 2015 and the candidate elected to complete that term will be eligible to run for re-election as an incumbent in 2015. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The fourteen trustees who have been nominated for election to the board are listed on the attached sheet in the Secretary of State’s random drawing order.

A Board subcommittee comprised of Trustees Bevis and Kranenburg was appointed at the March 11, 2014 Board meeting to formulate a recommendation to present to the Board at the April Board meeting.

The subcommittee will make their candidate recommendations at the Board meeting.

The ballot will be signed by the Board secretary and Board President or Vice President and returned to the League office, postmarked no later than April 25, 2014.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees vote for the recommended candidates in the 2014 CCCT Board election.

---

Administrator Initiating Item

David Wain Coon, Ed.D., Superintendent/President
2014 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE’S RANDOM DRAWING ORDER OF FEBRUARY 3, 2014

1. Richard Watters, Ohlone CCD
2. *Paul Gomez, Chaffey CCD
3. Adrienne Grey, West Valley-Mission CCD
4. Jeffrey Lease, San Jose-Evergreen CCD
5. Brent Hastey, Yuba CCD
6. Pam Haynes, Los Rios CCD
7. Nathan Miller, Riverside CCD
8. *Jim Moreno, Coast CCD
9. Donna Ziel, Cabrillo CCD
10. Lorrie A. Denson, Victor Valley CCD
11. Stephen P. Blum, Ventura CCD
12. *Laura Casas, Foothill-DeAnza CCD
13. *Stephan Castellanos, San Joaquin Delta CCD
14. *Nancy Chadwick, Palomar CCD

* Incumbent
WHEREAS, The Humiston Reading Room was made possible through a generous bequest by the Thomas Frederic Humiston Trust; and

WHEREAS Thomas Frederic Humiston’s appreciation for community colleges began when he was a student Santa Ana Community College; and

WHEREAS, Thomas Frederic Humiston believed that community colleges offered everyone a chance to obtain a college education and pursue their dreams; and

WHEREAS, Thomas Frederic Humiston transferred from Santa Ana Community College to Stanford University where he earned his baccalaureate, master and doctorate degrees; and

WHEREAS, Thomas Frederic Humiston’s professional career included serving as an officer in WWII and during the Korean War; and

WHEREAS, Thomas Frederic Humiston later worked for many years as a counselor at San Francisco City College; and

WHEREAS, After retiring from San Francisco City College in 1975, he delighted in taking Emeritus College classes at College of Marin; and

NOW, THEREFORE, LET IT BE RESOLVED, that the College of Marin Board of Trustees on behalf of students, faculty and staff express their deep appreciation to the estate of Dr. Thomas Frederic Humiston and by naming on his behalf the Humiston Reading at Emeritus College in which older students may relax and enjoy the pleasures of the written word.

Date: April 15, 2014

__________________________  _________________________
Stephanie O’Brien                  David Wain Coon, Ed.D.
President, Board of Trustees         Superintendent/President
WHEREAS, the Marin Community College District seeks to enhance its continuing efforts to build private support for the District’s programs and services benefiting the District’s students;

WHEREAS, community members, other supporters, and organizations have supported the mission of the institution through monetary and non-monetary gifts;

WHEREAS, those donations are used to promote student success through scholarships or improvements to existing programs throughout the District;

WHEREAS, donations to District qualify are tax deductible under Federal Internal Revenue Code section 170(c)(1);

WHEREAS, donors are more familiar with taking tax deductions for gifts to organizations recognized by the U.S. Internal Revenue Service as qualifying as tax exempt under Internal Revenue Code section 501(c)(3);

WHEREAS, the District’s efforts to secure donations will be enhanced by securing a letter of determination from the U.S. Internal Revenue Service recognizing the District as qualifying for tax exempt status under Internal Revenue Code section 501(c)(3);

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Marin Community College District authorizes the President/Superintendent to file an application with the Internal Revenue Service to obtain recognition of exemption for the District as a section 501(c)(3) charitable organization.

BE IT FURTHER RESOLVED, that this Resolution be made part of the Official Minutes of this meeting and of the permanent files of the District.

PASSED AND ADOPTED this 15th day of April, 2014, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF MARIN  

[Signature]
[Signature]
I, David Wain Coon, 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
To: Board of Trustees  
From: Superintendent/President  
Subject: Authorization of Temporary Transfer of Funds from County of Marin for 2014/2015 Fiscal Year  
Reason for Board Consideration: APPROVAL  
Enclosure(s): Resolution

**BACKGROUND:**

To ensure the District has sufficient resources necessary to continue operations until receipt of the first property tax installment anticipated by mid December 2014, the District intends to borrow cash as needed from the County of Marin as authorized by Article XVI, Section 6, of the Constitution of the State of California.

Staff calculates that no more than $16,000,000 will be required to meet the financial needs of the District. The funds would be repaid to the County upon receipt of the first property tax installment in December 2014.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution authorizing district staff to proceed with the application process for a temporary transfer of up to $16,000,000 of funds from the County Treasurer’s Office to meet the working capital needs of the College.

Administrator Initiating Item  
Greg Nelson, Interim Vice President of College Operations
RESOLUTION AUTHORIZING TEMPORARY TRANSFER OF FUNDS

Resolution # 2014 - 9

WHEREAS, Article XVI, Section 6, of the Constitution of the State of California provides that it shall be the duty of the Treasurer of any county to make such temporary transfer from funds in his custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by any political subdivision whose funds are in his custody and are paid out solely through his office; and

WHEREAS, it is necessary that the sum of $16,000,000 (Sixteen Million Dollars) be transferred from funds in the custody of the Treasurer of the County of Marin to the Marin Community College District for meeting working capital needs by said entity through mid December 2014.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND DECLARED that the Treasurer of the County of Marin be and is hereby authorized and directed to transfer from the funds in his custody to the Marin Community College District, the sum of up to and not to exceed $16,000,000 (Sixteen Million Dollars) to be used for meeting the working capital needs of Marin Community College District through as needed from July 1, 2014 through April 30, 2015. Said sum does not exceed eighty-five percent (85%) of anticipated revenues accruing to said entity and shall be replaced from the revenues accruing to said entity before any other obligations are met from said revenues.

ADOPTED this 15th day of April 2014.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA )
COUNTY OF MARIN )

I, David Wain Coon, Ed.D. and Superintendent/President 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.

________________________________________
Secretary to the Board of Trustees
### BOARD AGENDA ITEM

**To:** Board of Trustees  
**Date:** April 15, 2014  
**From:** Superintendent/President  
**Item & File No.:** C.12.F.  
**Subject:** Consideration of Resolution Regarding Elimination of Classified Employee Services (1.0) FTE- Layoff  
**Reason for Board Consideration:** Ratification  
**Enclosure(s):** Resolution

### BACKGROUND:

Due to lack of work and/or lack of funds, the District finds it necessary to eliminate a 1.0 FTE classified/management services position, Information Technology Supervisor, in accordance with Education Codes Sections 88015, 88017, 88117, and 88127, effective June 30, 2014.

### FISCAL IMPACT:

Budget neutral.

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the elimination of the 1.0 FTE Information Technology Supervisor, effective June 30, 2014.

**Administrator Initiating Item**  
Kristina Combs, Executive Director of Human Resources and Labor Relations
BEFORE THE BOARD OF TRUSTEES OF THE
MARIN COMMUNITY COLLEGE DISTRICT
MARIN COUNTY, CALIFORNIA

In the Matter of the Elimination of Certain Positions in the Classified Service and Directing Notification of Classified Employees

RESOLUTION NO. 2014-10

WHEREAS, Marin Community College District (“District”) maintains the following positions within the classified/management service:

   Instructional Technology Supervisor

WHEREAS, due to lack of work and/or lack of funds, the Board of Trustees of the District hereby finds that it will be necessary to eliminate certain services to the following extent:

   Instructional Technology Supervisor - 1.0 F.T.E. to be eliminated

NOW, THEREFORE, BE IT RESOLVED that, effective June 30, 2014, or 60 days after service of notice, whichever is later, the classified positions of the District shall be eliminated to the extent hereinabove set forth; and

BE IT FURTHER RESOLVED that the Superintendent/President, or designee, of the District is hereby authorized and directed to give notice of the elimination of the foregoing services to the appropriate classified employee(s) of the District in accordance with applicable law; and

BE IT FURTHER RESOLVED that the Superintendent/President, or designee, is hereby authorized and directed to inform each such employee of his/her displacement rights, if any, and his/her rehire rights.

The foregoing Resolution was passed and adopted by the Board of Trustees of the Marin Community College District on April 15, 2014, by the following vote:

AYES: __________
NOES: __________
ABSENT: __________

I, David Wain Coon, Ed.D. Secretary to the Board of Trustees, do hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees of the Marin Community College District at its meeting on April 15, 2014.

____________________________
Secretary to the Board of Trustees
BACKGROUND:

The Board of Trustees adopted the 2014 meeting schedule at the December 10, 2013 Organizational Meeting and revised the schedule in February 2014. The attached proposed meeting schedule removes the July Board meeting in recognition of summer break.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached 2014 revised meeting schedule removing the July 15, 2014 Board Study Session and Regular meeting.
Board of Trustees 2014 Meeting Schedule

Proposed Revision

Regular meetings take place on the 3rd Tuesday of the month except those denoted by an asterisk (*).

All regular meetings are held at 6:30 p.m. unless noted otherwise.

January 17  Board Retreat, 1:00 p.m., Staff Lounge, Student Services, Kentfield
January 21  Regular Meeting, 6:30 p.m., Cafeteria, Student Services, Kentfield
February 18  Regular Meeting, 6:30 p.m., Cafeteria, Student Services, Kentfield
March 11*  Regular Meeting, 6:30 p.m., Building 5, Room 188, Indian Valley Campus
April 15  Regular Meeting, 6:30 p.m., Cafeteria, Student Services, Kentfield
April 25  Board Retreat, 1:00, TBD, Indian Valley Campus
May 20  Regular Meeting – 6:30 p.m., Cafeteria, Student Services, Kentfield
June 17  Regular Meeting, 6:30 p.m., Building 5, Room 188, Indian Valley Campus,
Adoption of Tentative Budget
June 27  Board Retreat, TBD, Kentfield Campus

July 15  Board Study Session, 3:00 p.m. Staff Lounge, Student Services, Kentfield

Regular Meeting, 6:30 p.m., Cafeteria, Student Services, Kentfield

August 19  Regular Meeting, 6:30 p.m., Cafeteria, Student Services, Kentfield
Adoption of Final Budget
September 16  Regular Meeting – 6:30 p.m., Building 5, Room 188, Indian Valley Campus

October 14  Regular Meeting – 6:30 p.m., Cafeteria, Student Services, Kentfield
November 18  Regular Meeting – 6:30 p.m., Cafeteria, Student Services, Kentfield
December 9*  Organizational and Regular Meetings – 6:30 p.m., Cafeteria, Student Services Kentfield

**Revised items are underlined**
## BACKGROUND:

In accordance with Board Policy 3820, the Board of Trustees shall consider all gifts, donations, and bequests made to the District.

<table>
<thead>
<tr>
<th>Donor</th>
<th>Gift</th>
<th>Receiving Department</th>
</tr>
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<tbody>
<tr>
<td>Alexander Vereshagin</td>
<td>Two boxes of musical scores and Books about music</td>
<td>Music Department</td>
</tr>
<tr>
<td>Novato Fire Department</td>
<td>Emergency Lifeline Ambulance unit 33</td>
<td>Fire Technology Program (IVC), Department of Health Sciences</td>
</tr>
</tbody>
</table>

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve acceptance of the above noted gifts for the benefit of students.
BACKGROUND:

THIS PARTNERSHIP AGREEMENT (“Agreement”) includes Community Colleges, County Offices of Education, and Workforce Investment Boards of the Counties of Sonoma, Marin, Solano, Napa, Mendocino and Lake Counties, detailed in the attached agreement, collectively as a whole be referred to as the “Partners.”

THE PURPOSE of this non-financial Agreement is to set forth the terms under which the Partners will work together to administer and operate the Northern California Career Pathways Alliance (“NCCPA”) as a regional consortium under the California Career Pathways Trust Grant – AB 86 (“Grant”). If the Grant is awarded, Sonoma County Office of Education (SCOE) will serve as the fiscal agent for this regional alliance.

It is expected that the partners will (1) establish or strengthen existing regional relationships and partnerships; (2) develop and integrate standards-based academics with a career-relevant, sequenced curriculum following industry-themed pathways aligned with emerging economic sectors or high-wage, high-skilled, high-growth jobs; (3) provide articulated pathways to postsecondary education aligned with regional economies; and (4) leverage and build upon existing structures and resources, matching resources, in-kind contributions, and California Community Colleges (CCC) and Economic and Workforce Development (EWD) sector strategies.

THE FOCUS of the work of this alliance will be to develop, strengthen and promote career technical education that provides a seamless pathway from K-12 to the Community College, and employment in high-wage, high-skilled, high-growth careers. This economic development education initiative has received very strong support from regional industry partners such as the the membership of the North Bay Leadership Council that includes major Marin County business leaders and employers.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached agreement.

Administrator Initiating Item
Nanda Schorske, Executive Dean, Indian Valley Campus and Workforce Development & Economic Development
Northern California Career Pathways Alliance Partnership Agreement

Enclosed please find the fully executed NCCPA Partnership Agreement.

Please note: This agreement was executed by the parties in counterparts and all such counterparts constitute but one and the same document that may be sufficiently evidenced by one counterpart signed by the party who is to be charged with it. The formatting for each signature page may vary, however, the content of the agreement remained identical.
Northern California Career Pathways Alliance
Partnership Agreement

THIS PARTNERSHIP AGREEMENT ("Agreement") is between the Sonoma County Office of Education ("SCOE"), Marin County Office of Education, Mendocino Office of Education, Lake County Office of Education, Solano County Office of Education, Napa County Office of Education, collectively referred to as the "Secondary Partners"; Mendocino-Lake Community College District, Marin Community College District, Napa Valley Community College District, Sonoma County Community College District, Solano County Community College District, collectively referred to as the "Postsecondary Partners"; Sonoma County Workforce Investment Board, Marin County Workforce Investment Board, Mendocino County Workforce Investment Board, Napa/Lake County Workforce Investment Board, Solano County Workforce Investment Board, collectively referred to as the "Workforce Investment Board Partners", which shall collectively as a whole be referred to as the "Partners."

THE PURPOSE of this non-financial Agreement is to set forth the terms under which the Partners will work together to administer and operate the Northern California Career Pathways Alliance ("NCCPA") as a regional consortium under the California Career Pathways Trust Grant – AB 86 ("Grant").

The NCCPA will be comprised of the local educational agencies, community college districts, and business partners, listed above, with the intent of providing an integrated, community-sustained, K-16 career pathways system, as further described in the attached Grant application.

SCOE will act as the lead agency and fiscal agent for the NCCPA and will apply for the Grant on behalf of the NCCPA.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereto agree as follows:

A. **Term.** This Agreement shall become effective upon the last dated signature hereto and shall remain in force until all Grant obligations have been satisfactorily met or the Partners enter into a subsequent MOU, as set forth in Section F below, which supersedes this Agreement.

B. **SCOE Responsibilities.** SCOE, as lead agency and fiscal agent, shall ensure compliance with the following requirements:

1. Prepare and submit all necessary plans, applications and fiscal reports to the California Department of Education, as required under the Grant;
2. Receive and administer the Grant in accordance with all Grant requirements;
3. Ensure that all Partners provide the required services under this Agreement; and
4. Oversee and administer all services provided under the Grant pursuant to this Agreement.
C. **Secondary Partner Responsibilities.** Each NCCPA Secondary Partner, including SCOE, shall individually ensure compliance with the following requirements:

1. Commit to fully implementing the NCCPA;
2. Develop a strong collaboration, through formal agreements, with postsecondary, business, and other community partners;
3. Develop a formal decision-making structure, including identifying key leaders from each sector;
4. Recruit a student cohort broadly representative of the overall school population, including students with special needs for enrollment in the career pathway;
5. Identify potential school leaders who have demonstrated the ability to drive student outcomes; can provide the leadership skills essential for NCCPA success; and can integrate high school, college, and work-based learning experiences;
6. Provide dedicated staff to work in the NCCPA who have the authority to coordinate with the NCCPA Postsecondary Partners on the Partner’s behalf;
7. Work with higher education, workforce development entities, and industry partners to develop seamless transitions for students into postsecondary education, employment, and/or training;
8. Work with the Partners to establish opportunities for all students to accelerate into community college courses while still in high school;
9. Work with the Partners to establish opportunities for all students to participate in appropriately sequenced work-place experiences to make informed choices among postsecondary options;
10. Work with the Partners to establish opportunities for all students to develop personal dispositions such as time management, collaboration, problem-solving, leadership, study skills, communication, and analytical skills, which are required for success in the workplace;
11. Provide relevant and ongoing professional development for administrators, and all participating teachers/instructors, including support and frequent opportunities for reflection and collaboration during the school year;
12. Maximize available funding streams, in addition to the Grant, to support the needs of participating students within the career pathway;
13. Identify a representative to participate in the statewide Grant Network meetings, and become a member of the virtual learning community to share expertise and experiences on the development of career pathways programs, as well as pertinent resources, tools, and strategies;
14. Collect, analyze, and submit data to a data collection repository administered by an entity designated by the California Department of Education; and
15. Any other tasks agreed upon between the NCCPA partners.

D. **Postsecondary Partner Responsibilities.** Each NCCPA Postsecondary Partner shall individually ensure compliance with the following requirements:

1. Develop a strong collaboration, through formal agreements, with secondary, business, and other community partners;
2. Identify appropriate credit-bearing college courses and dual enrollment courses in a career pathway to prepare students to enter postsecondary without need for remediation;
3. Collaborate with NCCPA Secondary Partners to align instruction for college and high school courses, ensuring the appropriate level of rigor, leveraging dual enrollment, and credit recognition;
4. Collaborate with high school faculty to ensure that course content will prepare students for college level work;
5. Negotiate agreements with participating secondary agencies to support dual enrollment and early admission to aligned pathway programs;
6. Collaborate with the NCCPA Business Partners to align college coursework with relevant technical skills and workplace competencies, as defined by industry;
7. Maintain student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students;
8. Commit to maximize available funding streams, in addition to the Grant, to support the needs of participating students;
9. Designate a point-person to work with NCCPA who has the authority to coordinate with the NCCPA Secondary Partners;
10. Leverage, connect and build upon existing investments in education and workforce development; and
11. Any other tasks agreed upon in advance between the NCCPA partners.

E. **Workforce Investment Board Partner Responsibilities.** Each NCCPA Workforce Investment Board Partner agree to collaborate with secondary, postsecondary and other community partners to:

1. Align workforce development, education, and employer needs for greater impact on economic vitality, job creation, and career and training opportunities in their perspective counties.
2. Identify training and educational barriers that hinder job creation; identify skill gaps that contribute to the lack of local business competitiveness; encouraging business partners to help lead demand-driven sector strategies through joint planning, competency and curriculum development; and determining appropriate lengths of training.
3. Assist with creation and sustainment of industry input mechanisms to advise and collaborate with education, training and workforce development partners while representing the workforce needs and interests of the key industry sectors in their respective counties.
4. Assist in the identification of courses, certificate and degree programs needed to meet industry workforce needs focused on a) basic employability skills and b) job specific skills for key industry sectors in that county.
   Include NCCPA Partners in industry career promotional and recruitment events in their county and region.

F. **Memorandum of Understanding.** If the NCCPA is awarded the Grant, the Partners shall enter into a Memorandum of Understanding setting forth the terms and conditions regarding NCCPA’s administration, operation, and
funding, including but not limited to the distribution of funds among the Partners in alignment with the five year Grant Budget.

G. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorney’s 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, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

H. **No Employment Rights.** Each party’s agents, servants, volunteers, students and employees shall be under the exclusive management control of that party and shall not be agents, servants, volunteers, students or employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.

I. **Non-Discrimination.** Each party and its employees shall not discriminate because of sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the Partners under this MOU.

J. **Assignment.** This Agreement or any interest herein shall not be assignable by the Partners or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

K. **Dispute Resolution.** In case of any disputes among themselves, the Partners are obliged to work towards an amicable settlement. Disputes will be referred to the appointed NCCPA member for resolution. If efforts to achieve an amicable settlement should fail, the Partners are obliged to seek an out-of-court non-binding arbitration procedure.

L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:
Notice to Sonoma COE: Director of Career Development & Workforce Preparation Services 5340 Skylane Blvd. Santa Rosa, CA 95403 sjackson@coe.org

Notice to Mendocino COE: CTE Director 2240 Old River Road Ukiah, CA 95482-6156 daseltyne@mcoe.us

Notice to Marin COE: ROP Coordinator 1111 Las Gallinas Avenue P O Box 4925 San Rafael, CA 94913-4925 dzaich@marin.k12.ca.us

Notice to Lake COE: Senior Director, Human Resources & Designated Services 1152 South Main Street Lakeport, CA 95453 b Falkenberg@lakecoe.org

Notice to Solano COE: Human Resources/Workforce Development & Public Information 5100 Business Center Drive Fairfield, CA 94534-1658 jharden@solanocoe.net

Notice to Napa COE: Director of College & Career Readiness 2121 Imola Avenue Napa, CA 9559-3625 tholloway@napacoe.org

Notice to Mendocino-Lake Community College District: Dr. Susan Goff, CTE Dean 1000 Hensley Creek Road Ukiah, CA 95482 sgoff@mendocino.edu

Notice to Marin Community College District: Nanda Schorske, Executive Dean Indian Valley Campus Workforce & Economic Development 1800 Ignacio Blvd. Novato, CA 94949 Nanda.schorske@marin.edu
Notice to Napa Valley Community College District:
Beth Pratt, Associate Dean
Economic & Workforce Development Grants & Programs
2277 Napa-Vallejo Hwy
Napa, CA 94559
EPratt@napavalley.edu

Notice to Sonoma County Community College District:
Jerald Miller
Dean, Career & Technical Education & Economic Develop.
1501 Mendocino Avenue
Santa Rosa, CA 95401
jmiller@santarosa.edu

Notice to Solano County Community College District:
Jowel Laguerre, Superintendent/President
4000 Suisun Valley Road
Fairfield, CA 94534
President@solano.edu

Notice to Sonoma County Workforce Investment Board:
Sherry Alderman, Director
2227 Capricorn Way, Suite 100
Santa Rosa, CA 95407
salderma@schsd.org

Notice to Mendocino County Workforce Investment Board:
Dottie Deerwester, Chairperson
631 S. Orchard Ave
Ukiah, CA 95482
www.mendowib.org

Notice to Marin County Workforce Investment Board:
Racy Ming, Director
120 N. Redwood Drive
San Rafael, CA 94903
rming@marincounty.org

Notice to Napa/Lake County Workforce Investment Board:
Bruce Wilson, Director
650 Imperial Way, Suite 101
Napa, CA 94559
Bruce.Wilson@countyofnapa.org
O. **Representation by Counsel.** Partners understand and are aware that School and College Legal Services of California provide legal advice and services to some of the Partners on this and other matters. Each Partner has no objection to the representation of the other Partners in the formation and implementation of this Agreement by the same legal counsel.

IN WITNESS WHEREOF, the Partners hereunto have set their hands February 18, 2014

[Signature]

*Steven Herrington, Ph.D., Sonoma County Superintendent of Schools*

NAPA COUNTY OFFICE OF EDUCATION

[Signature] 2/19/14

*[Name & Position] Date*

NAPA VALLEY COMMUNITY COLLEGE DISTRICT

[Signature] 3/19/14

*Superintendent/President*

NAPA/LAKE COUNTY WORKFORCE INVESTMENT BOARD

[Signature] 3-12-14

*[Name & Position] Date*

*NCWI B, Director*
M. **Amendments.** The Partners agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Sonoma County, California and no other place.

O. **Representation by Counsel.** Partners understand and are aware that School and College Legal Services of California provide legal advice and services to some of the Partners on this and other matters. Each Partner has no objection to the representation of the other Partners in the formation and implementation of this Agreement by the same legal counsel.

Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

SONOMA COUNTY OFFICE OF EDUCATION

[Name & Position]  Date

MENDOCINO COUNTY OFFICE OF EDUCATION

[Name & Position]  Date

LAKE COUNTY OFFICE OF EDUCATION
O. **Representation by Counsel.** Partners understand and are aware that School and College Legal Services of California provide legal advice and services to some of the Partners on this and other matters. Each Partner has no objection to the representation of the other Partners in the formation and implementation of this Agreement by the same legal counsel.

IN WITNESS WHEREOF, the Partners hereunto have set their hands February 18, 2014

[Signature]

Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

MENDOCINO COUNTY OFFICE OF EDUCATION

[Name & Position] Date

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

[Signature] 3/21/2014

Arturo Reyes
Superintendent/President

MENDOCINO COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position] Date
Notice to Napa/Lake County Workforce Investment Board:

Notice to Solano County Workforce Investment Board:

M. **Amendments.** The Partners agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

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____________________________
Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

SONOMA COUNTY OFFICE OF EDUCATION

______________________________
Paul Tichinin 3/19/14
Mendocino County Superintendent of Schools

MENDOCINO COUNTY OFFICE OF EDUCATION

[Name & Position] Date

LAKE COUNTY OFFICE OF EDUCATION
[Name & Position]  Date

SONOMA COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position]  Date

*MENDOCINO COUNTY WORKFORCE INVESTMENT BOARD*

[Name & Position]  Date

3-12-14

NAPA/ LAKE COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position]  Date

SOLANO COUNTY WORKFORCE INVESTMENT BOARD
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[Signature]

Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

SONOMA COUNTY OFFICE OF EDUCATION

SONOMA COUNTY COMMUNITY COLLEGE DISTRICT

[Name & Position] Date

SONOMA COUNTY WORKFORCE INVESTMENT BOARD

[Signature] 3/18/14

[Name & Position] Date

Sonoma County Workforce Investment Board Director
Notice to Napa/Lake County Workforce Investment Board:

Notice to Solano County Workforce Investment Board:

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Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

SONOMA COUNTY OFFICE OF EDUCATION

[Name & Position] Date

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

[Signature]
Dr. Frank Chong
President/Superintendent

SONOMA COUNTY WORKFORCE INVESTMENT BOARD

[Name & Position] Date
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Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

Tommy Welch, CBO
Solano County Office of Education

Jowel Laguerre,
Superintendent/President Solano Community College

Robert Bloom
President, Solano County Workforce Investment Board

3/11/14
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______________________________
Steven Herrington, Ph.D. Date
Sonoma County Superintendent of Schools

______________________________
Tommy Welch, CBO Date
Solano County Office of Education

______________________________
Jowel Laguerre, Ph.D. Date
Superintendent-President, Solano Community College District

______________________________
Robert Bloom Date
President, Solano County Workforce Investment Board
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Steven Herrington, Ph.D., Date
Sonoma County Superintendent of Schools

Tommy Welch Date
Associate Superintendent, Admin Svs & Operations
Solano County Office of Education

Jowel Laguerre, Date
Superintendent/President
Solano Community College

Robert Bloom Date
President, Solano County Workforce Investment Board
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IN WITNESS WHEREOF, the Partners hereunto have set their hands February 18, 2014

Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

MARIN COUNTY OFFICE OF EDUCATION

Mary Jane Burke 3/17/2014
[Name & Position] Date
Marin County Superintendent of Schools

MARIN COMMUNITY COLLEGE DISTRICT

[Name & Position] Date

MARIN COUNTY WORKFORCE INVESTMENT BOARD

Racy Mung, WIB Director 3/17/2014
[Name & Position] Date
BACKGROUND:

Single Stop USA first provided a grant to College of Marin two years ago for the purposes of providing financial leveraging services to our students. Providing free tax preparation services, financial planning services, and legal services, our Single Stop office last year assisted approximately 400 students in receiving close to $400,000 in tax refunds. They also provided referrals to county social services and worked collaboratively with other campus offices. With the approval of this grant, College of Marin students will continue to receive the financial leveraging services that will assist our students in continuing their educational objective. The Data Contract has been formalized, but has been part of the program.

Legal counsel has reviewed the grant contract and there are no major changes from the previous year.

FISCAL IMPACT:

The College pays the benefit costs for the Coordinator of Single Stop position, approximately thirty-six percent (36%) of the base salary.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreements with Single Stop USA.

Administrator Initiating Item

Jonathan Eldridge, Vice President of Student Services
CONTRACT BETWEEN
SINGLE STOP USA, INC. AND COLLEGE OF MARIN

THIS CONTRACT (this “Agreement”), dated January 1, 2014, is between Single Stop USA, Inc., a nonprofit corporation organized in the State of New York (“Single Stop”), and College of Marin, a nonprofit corporation organized under the laws of the State of California (“College”).

WHEREAS, Single Stop services (the “Single Stop Services”) consist of (a) assisting matriculated students at community colleges and the immediate family members of such students currently residing in those students’ households (such students and members, the “Qualified Participants”) in determining their eligibility for governmental benefits, (b) providing (directly or by partnering with others) tax advice to Qualified Recipients and (c) providing (directly or by partnering with others) legal and financial counseling to Qualified Participants;

WHEREAS, Single Stop desires to purchase various services from the College so that Single Stop Services may be provided on the premises of the College;

WHEREAS, this Agreement sets forth more specifically the nature of such services to be provided by the College which, based on Single Stop’s experience at other community colleges, are necessary for a “Single Stop Site” at a community college to be successful; and

WHEREAS, this Agreement is consistent with Single Stop’s mission and will be of value to the College if the College’s students receive services from which they benefit and if rates of retention and graduation are improved, which improvement is the expectation of the parties.

NOW, THEREFORE, the parties agree as follows:

1. Obligations of the College

In exchange for the expected improvement in retention and graduation rates, the College agrees to make available during the work day as well as during some evenings and weekends, space (the “Site”) that satisfies the requirements of Attachment A and is located as agreed by Single Stop and the College, and allows representatives of Single Stop and of other organizations with which Single Stop partners access to the Sites to provide the Single Stop Services.

In exchange for the payments described in Section 4 (the “Price”), the College shall operate and run a “Single Stop Site” on the premises of the College during the Term. For the purposes of this Contract, a Single Stop Site shall be defined as a location on the premises of the College where students can access governmental benefits screening, tax preparation services, legal
services, and financial counseling. Benefits counseling will be provided at the College for the entirety of the Term. Tax services will be provided at the College during tax season. Financial and legal counseling shall not begin at the College until Single Stop or the College have acquired funding to contract for services.

The Single Stop Site will be coordinated and overseen by College Staff as described in below. College Staff will, inter alia, perform intake of background information for the Qualified Participants, conduct governmental benefits screening, and assist Qualified Participants with applying for such benefits. College Staff will also screen students to determine need for tax preparation services, financial counseling services, and legal services if Single Stop has acquired funding to contract for same.

In order to have this Single Stop Site be successful, the College agrees to provide the following specific services (the “College Services”)

a. make available the equipment as required by Attachment A;

b. make available to Single Stop one full time equivalent (meaning 37.5 hours of work per week) employee of the College (the “College Staff”) who will act as a coordinator and satisfy the criteria set forth in Attachment B and who will perform services at the Site as directed by Single Stop (including without limitation as provided in Attachment B) in order to provide the Single Stop Services to Qualified Participants;

c. provide advice and assistance to Single Stop regarding implementing targeted outreach plans and strategies to Qualified Participants, which will include the use of appropriate data, including from the College’s financial aid office; and follow-up and work with Single Stop to maintain consistently high Site traffic;

d. work in partnership with Single Stop to assess the impact of Single Stop services in real-time over the life of the partnership. Evaluation services will include information on benefit receipt and service utilization and ultimate impacts on persistence and completion. Single Stop will work with the College to determine appropriate indicators of academic persistence and work collaboratively on measuring the progress of Single Stop clients. The parties will promptly negotiate and enter into a data sharing agreement that will specify the terms for regular sharing of data. The parties acknowledge that data sharing is an integral part of the relationship, and therefore, if the parties have not executed an agreement on data sharing within three months of execution, either party may give the other notice of termination of this Agreement which termination shall be effective 20 days after such notice is received unless such data sharing agreement has previously been so executed. In addition, Single Stop will consult on an impact evaluation study designed with the College and work with the College to engage an outside evaluator to measure the impact of the program.
e. cause the College Staff to produce accurate and timely reporting so that Single Stop can effectively evaluate the results of the Single Stop Services at the College, which is essential to the operation of Single Stop, which reports shall be submitted using the Single Stop format and shall be due on April 15, 2014, July 15, 2014, October 15, 2014, and January 15, 2015;

f. if requested by Single Stop, join in an effort to acquire additional funding, including both public (for example, federal and state Department of Education funding) and private dollars to support the implementation of and long-term sustainability of the project evidenced by this Agreement;

g. if requested by Single Stop, assist in launch events and announcements for the provision of the Single Stop Services at the College;

h. make available to Single Stop one full time equivalent work study student of the College who will assist the College Staff in performing services at the Sites as directed by the College Staff if available. It is Single Stop’s understanding and expectation that work study students shall not screen other students. Work study students will help College Staff provide the Single Stop Services to Qualified Participants; and

i. provide appropriate management time and supervision of the College Staff to facilitate their success in providing Single Stop Services.

In the event Single Stop believes in good faith that the College Staff are not performing at the level required by Single Stop in its sole discretion, Single Stop may so inform the College and the College shall take such reasonable action as may be required (which may include providing different employee(s) to Single Stop) to address such lack of performance to Single Stop’s satisfaction.

2. Term

This Agreement is made for a term (as it may be extended or terminated, the “Term”) of 12 months, from January 1, 2014 to December 31, 2014; provided that in the event that the College Staff have not commenced work by 30 or more days after the specified beginning of the Term, then the start of the Term shall be delayed by one month, the Price shall be reduced by 1 month and divided by the number of months specified above for the Term, and this reduction shall be taken from the first installment due under Section 4. By written agreement between Single Stop and the College, this Agreement may be extended for an additional period of time.

3. Single Stop Name Etc.

The College shall not use Single Stop’s (or its affiliates’) name, or other identifying information in any written materials, marketing materials, or policy related work, write-ups or
lobbying efforts, without Single Stop’s express written permission. Moreover, the College acknowledges that all work products, including but not limited to inventions, training materials, formats for training workshops, and any intellectual property that the College develops for Single Stop in connection with its work for Single Stop shall become the sole property of Single Stop.

4. Payment

Single Stop shall pay the College the total price of $70,157.00 (the “Price”) in consideration of the College providing and having provided the services, expertise, and equipment as described in Section 1, as set forth below. The Price covers a portion of the total expense of the Site’s full-time coordinator, which is $94,157.00. The College will contribute the remaining $24,000.00 needed to cover the aforementioned expenses.

a. Single Stop will release the first Price installment payment of $35,079.00 upon Single Stop’s receipt of a signed copy of this Agreement, but no earlier than when the Single Stop Site as described above is operational and the College Staff has been hired and commenced work; and

b. Single Stop will release the second Price installment payment of $35,078.00 at the later of when the first Price installment has been paid or July 15, 2014;

provided that Single Stop shall be obligated to make an installment payment noted above only if it has received no more than 10 days in advance of the installment payment date the invoice and certification in the form of Attachment D. The total Price amount of $70,157.00 to be paid by Single Stop to the College contemplates that the College provides the services, expertise, and equipment as described in Paragraph 1 for 12 full months. Accordingly, if the Site is not operational for such full period, Single Stop may reduce the Price in ratio to the amount of time that the Site is actually operational, or the parties may agree to extend the Term so that 12 full months of services, expertise and equipment are provided.

5. Single Stop Personnel

The Single Stop Program Officer for California handling this Agreement for Single Stop is Andrew Wu.

6. Legal Requirements and Programmatic Integrity

Single Stop is committed to providing its services under the highest ethical standard and in compliance with all laws. Accordingly the College agrees to (i) abide by all of the requirements in the Single Stop Privacy and Integrity Policy set out in Attachment C, (ii) to comply with all applicable laws and regulations applicable to its performance of this Agreement and (iii) send to Single Stop copies of such Privacy and Integrity Policy signed by every other member of the College Group (as defined in Attachment C). The College consents to Single Stop reviewing
student records (to the extent permitted by law) and utilizing the data in such records to assist Single Stop in achieving its mission. The College represents that neither the College nor the College Staff are debarred, suspended, ineligible or voluntarily excluded from the transactions contemplated hereby (such terms being used as defined in 2 CFR Part 180, Subpart B).

7. Liability Insurance

The College must maintain during the Term at least $2,000,000 in general liability insurance per claim. The College must list Single Stop during the Term as an additional insured on the College’s general liability policy.

8. Non-discrimination Policy

Each party is entering into this Agreement with the understanding that, and each party represents and covenants that, it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, and further that it does not and will not discriminate against people seeking education or employment on the basis of race, gender, age, sexual orientation or physical disability.

9. Indemnity and Limitation of Liability

Each party (the “Indemnitor”) agrees to indemnify, release, and hold harmless the other party (the “Indemnitee”) and any of the Indemnitee’s current and former directors, trustees, officers, employees, agents, representatives and volunteer service providers from and against any and all costs, losses, claims, damages, expenses, and liabilities, including reasonable attorney’s fees and costs, (collectively, “Losses”) they incur, whether in relation to a third party or otherwise to the extent arising out of a breach of this Agreement by the Indemnitor or by the actions of the Indemnitor, or its directors, trustees, officers, employees, agents, representatives and volunteer service providers, relating to this Agreement. No part of this Section extends to the benefit of independent service providers that Single Stop pays to provide Single Stop Services.

With the exception claims arising out of the gross negligence or willful misconduct by a party, neither party shall have any liability under this Section 9 or otherwise under this Agreement for indirect, punitive, special or consequential damages, or for loss of profits, business opportunities or good will, regardless of whether the party was advised or was aware of the possibility of such losses.

10. Confidentiality

Each party may in the course of performing this Agreement receive “Confidential Information” (as defined in the next paragraph) from or relating to the other party. Each party will forever keep confidential and will not directly or indirectly reproduce, communicate,
disclose or divulge to any person, firm, corporation, or partnership, including the media, or use for that party’s own benefit or for the benefit of any other person, firm, corporation or entity, any of the other party’s Confidential Information, except solely to perform that party’s obligations under this Agreement, or except as may be (i) otherwise authorized by the other party’s Chief Executive Officer (“CEO”), the CEO’s designate, (ii) required by judicial process from a court of competent jurisdiction, (iii) required by law or (iv) disclosed to such party’s legal counsel or auditors who are bound by an obligation of confidentiality substantially the same as in this paragraph.

As used herein, a party’s “Confidential Information” means all data and information not already disclosed to the public which is related to any of the programs or services and/or the business or affairs of that party and includes without limitation (i) any and all information which reflects, refers or relates to that party’s internal operations, budgets, staff, consultant relationships, non-public business or fundraising strategies; (ii) software, analytical tools or other intellectual property; (iii) calculator and database development projects; (iii) other concepts, plans or ideas that the party has developed, has had developed or is in the process of developing to promote benefits access; (iv) research, data, reports, or records relating to any of the foregoing; (v) training strategies; (vi) governmental entities, community based organizations, foundations or individuals targeted for operational growth; (vii) client lists and personal information of clients and Qualified Participants; (viii) information directly or indirectly useful in any aspect of the business of that party; (ix) financial information; (x) present or prospective donor lists and information on donations; (xi) marketing or business development plans; (xii) any and all other trade secrets or proprietary information; (xiii) any client or Qualified Participant information, including health, financial, tax, benefit or other personal information relating to a client, a Qualified Participant and his or her family and (xiv) all concepts or ideas reasonably related to that party’s various activities and services.

Each party agrees that money damages will not be sufficient to compensate a party for breach by the other party of this Section 10 and therefore each party agrees to the remedy of specific performance in the event of such a breach.

11. Termination of this Agreement

This Agreement will (except as to Sections 9, 10, 12, 13 and 14) terminate on the earliest to occur of (i) the last day of the Term, (ii) Single Stop notifying the College that the College has substantially breached a term of this Agreement and such breach continues for 10 days after such notice, (iii) the College notifying Single Stop that Single Stop has failed to make a payment when due hereunder or otherwise substantially breached a term of this Agreement and such failure continues for 10 days after such notice or (iv) on the date specified in a notice from Single Stop to the College, which date may not be earlier than 90 days after the College’s receipt of such notice; provided that in the case of termination pursuant to this clause (iv) Single Stop shall pay on the date such termination is effective the amount of the Price accrued but unpaid through the effective date of such termination.
12. Choice of Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW, OTHER THAN AS SET FORTH IN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

13. Choice of Forum

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including but not limited to, contract equity, tort, fraud and statutory claims, in any forum other than Federal District Court in Manhattan or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Manhattan, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in Federal District Court in Manhattan or, if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Manhattan. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. Miscellaneous

a. This Agreement is not intended to create an employment, agency, fiduciary, partnership or joint venture relationship between the College and Single Stop.

b. Sections 9, 10, 12, 13, and 14 and the obligation to provide the last report under Section 1(d) shall survive the termination of this Agreement and the end of the Term.

c. Except as otherwise expressly provided in this Agreement, each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the activities contemplated herein.

d. The provisions of this Agreement shall bind and inure to the benefit of the successors and permitted assigns of the respective parties. Neither party may assign its rights or obligations herein without the prior written consent of the other party. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.
e. The waiver by either party of a breach of any provision of, or right under, this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach of the same provision or right, or of any breach of any other provision or right under this Agreement.

f. This Agreement, together with the Attachments, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations or agreements to the extent that they relate to the subject matter hereof, and may not be modified by either party unless such modification is in writing and signed by an authorized representative of each party.

g. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

h. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

i. All notices and other communications under this Agreement shall be in writing and shall be effective (i) when personally delivered, (ii) when sent by fax with confirmed receipt or (iii) when mailed by certified mail, return receipt requested, to the following address:

Single Stop USA, Inc.  
1825 Park Avenue  
New York, NY 10035  
Attention: COO and General Counsel  
Fax: 212 480 2871

provided that all progress reports and routine inquiries should be sent to the attention of the Single Stop Program Officer named in Section 5 and such reports and inquiries may be sent by email to awu@snglestopusa.org.

College of Marin  
835 College Avenue  
Kentfield, California 94904  
Attention: Arnulfo Cedillo  
Email: arnulfo.cedillo@marin.edu

or to such other address as either party hereto shall notify to the other party.
j. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall together be considered one and the same agreement.

15. Execution

This Agreement shall be binding on the parties only when signed by both parties. The delivery of a draft of this Agreement to one party shall not constitute a binding offer to enter into this Agreement by the party delivering the draft and, in any event, the draft shall be deemed withdrawn if it is not signed and returned to Single Stop within 30 days of the final Agreement being sent for signature.

Please indicate the College’s understanding and agreement with the terms of this Agreement by having an authorized signatory of the College sign below. Please return a signed copy of this Agreement to Single Stop via email, mail, or fax.

Reviewed and accepted by an authorized signatory of:

College of Marin
By: ____________________________
Name __________________________
Title __________________________

Single Stop USA, Inc.
By: ____________________________
Name __________________________
Title __________________________
ATTACHMENT A

Site and Equipment Specifications

Section 1 – General Operations

1. The College will provide space, including some private space, for the College Staff to counsel Qualified Participants every day of the week and some separate space for financial coaches and legal counselors to work with Qualified Participants at least once a week. Free tax preparation for Qualified Participants will also be provided at the Sites during tax season.

2. In addition to space requirements, Sites require a desk, phone, and computer with internet access to support the program.

Section 2 – Free Tax Preparation Services

1. Location – Tax assistance Sites should be centrally located and on campus so that students can easily access the site. Sites should be convenient to public transportation and, to the extent possible, relevant departments including financial aid and student services in order to maximize the flow of eligible students.

2. Space – Tax Sites require dedicated space of approximately 500 square feet:
   a. Space for a minimum of 3 to 4 work stations (with some privacy) and small waiting area;
   b. Multiple electrical outlets (adequate for a copier and printers);
   c. Access to telephone, modem and DSL connection(s), otherwise proper connections will need to be installed;
   d. Handicapped accessible a plus;
   e. A commitment to a high level of security for project equipment and confidential tax documents (filing cabinet(s) with lock(s)).

3. Hours – Tax Sites will operate from mid-January through mid-April. Tax staff will need access to the Site beginning approximately January 15 through April 23rd. Hours will be determined jointly in partnership with Single Stop, tax providers and the College in order to maximize volume.

4. College Staff will need access to the Sites approximately 30 minutes before they open and up to one hour after they close for set-up/close-down, transmitting returns and paperwork.

5. Taxwise Recommended System Requirements 2009:
   a. Microsoft Windows XP (32-bit or 64-bit, with the latest service pack) or Windows Vista (SP2 or higher, 32-bit or 64-bit)
b. 2.0 GHz processor or higher  
c. 2 GB or more of RAM  
d. 1 GB of available hard drive space (per tax year)  
e. 32-speed or higher CD-ROM Drive  
f. Super VGA 1024 x 768, High Color/16 Bit display or better  
g. Microsoft Internet Explorer 7.0 (with the latest service pack)  
h. A high-speed Internet connection (DSL, cable modem, or T1/T3)  
i. A file backup system (backup tape, removable hard drive, CD-R, DVD-R, or similar)  
j. PCL6 compatible printer  
k. Ethernet network card (required for network installations only)  
l. Adobe Reader (version 8.1 or higher)  

6. Other Site Needs:  
   a. Tables/desks (4-6) and chairs (18-20);  
   b. Locking file cabinet;  
   c. Detailed outreach planned;  
   d. Access to appropriate IT department staff.  

Section 3 – Financial/Legal Services  

In addition to items one and two outlined in section 1 above; financial coaches and legal service providers will require the following items:  
1. Internet access for a laptop used by the financial coach;  

2. Access to a Site printer through the laptop;  

3. Access to a phone;  

4. A 2-drawer filing cabinet that can be locked; and  

5. Occasional access to a copier limited to copying certain relevant client documents.
ATTACHMENT B

College Staff

Overview of Responsibilities

The College Staff is responsible for outreach to potential Qualified Participants, benefits screening, counseling Qualified Participants through the application process, and referring Qualified Participants to external service providers for legal and financial counseling. S/he must have experience providing counseling services to target client populations. Strong communication and language skills are necessary.

Major Responsibilities (additional responsibilities may be assigned as necessary):

- Responsible for the day-to-day operations of the Single Stop Services through a combination of direct service and program coordination.
- Oversees and coordinates integration of partnering service providers into holistic service provision.
- Conducts or supervises outreach to affiliate programs and coordinates flow of Qualified Participants as part of the Single Stop Services.
- Spends 10% of total time on outreach for Qualified Participants who are age 30 and under, and directs all targeted outreach to Qualified Participants who are age 30 and under. Materials used for outreach and actual time spent on outreach should be reflected in all invoices for payment.
- Conducts or supervises intake and assessment for Qualified Participants and facilitates referrals to partnering service providers.
- Oversees and ensures that follow-up with both Qualified Participants and partnering agencies occurs regarding referrals and outcomes.
- Oversees and ensures that the proper documentation of all Qualified Participant data including Qualified Participant contact, referrals, and outcomes is entered into the software provided by Single Stop in an accurate and timely manner.
- Oversees and monitors scheduling of client appointments with legal and financial counselors.
- Produces reports, and provides consistent feedback for Single Stop as directed by Single Stop.
- Recruits and supervises additional staff and volunteers for Single Stop program as directed by Single Stop.
- Assists in program research, development and assessment and participates in ongoing trainings, typically on-site, and contributes to peer learning systems.

Qualifications

- Masters of Social Work or equivalent strongly preferred.
• Training in social work and/or counseling required.
• Experience working with large client population strongly preferred.
• Experience with and commitment to working with low-income families and individuals.
• Bilingual Spanish/English strongly preferred.
• Excellent interpersonal, verbal, and written communication skills.
• Excellent time management, organizational and computer software skills.
• Entrepreneurial spirit.
• Strong commitment to the shared mission of Single Stop and the College
• Experience providing counseling services to target client populations.
ATTACHMENT C

Single Stop Privacy and Integrity Policy

Client Data

Single Stop USA, Inc. is committed, and requires that the College be committed, to respecting the privacy of their clients and to complying with applicable federal, state and local privacy laws in order to maintain the confidentiality of certain client information. The College, its employees, its volunteers and any other entities the College associates with to perform the Agreement (hereinafter referred to collectively as the “College Group”) will collect certain client information (such as financial and health-related information), some of which is subject to federal and state privacy law (collectively, “Client Data”). By signing this attachment in the signature line below, the College affirmatively agrees to cause the College Group to comply with the terms below (the “Policy”), to keep Client Data confidential and prevent its disclosure to any unauthorized third parties. Please read the following terms and conditions carefully.

The College agrees to comply with, and to cause all of the College Group and others who access Client Data to comply with, the following terms and conditions:

1. The College will cause the relevant members of the College Group to conduct their activities under this Agreement under conditions which are designed to protect the privacy and confidentiality of Client Data.

2. The College will cause the College Group to treat all Client Data as confidential and will take all reasonable steps to protect the privacy and confidentiality of such information, including complying with the terms of this Policy. The College acknowledges that Single Stop owns all Client Data and other data provided to Single Stop by College in the Approved Software, in required reports by the College to Single Stop or otherwise.

3. The College will cause the College Group to not disclose any Client Data to any third parties. This means, without limitation, that no member of the College Group will (i) discuss Client Data except with clients, Single Stop, and other members of the College Group who have a need to access the Client Data in order to perform their official tasks; (ii) copy, print or leave open any unprotected documents containing Client Data; or (iii) leave computer screens unattended where Client Data may be viewed publicly.

4. The College will cause the College Group to keep all Client Data and client files and forms in a secure storage space under lock and key or, if stored electronically, protected by password, and the College will not permit anyone other than properly authorized Single Stop employees or College Group members from accessing such files and forms when necessary to perform their official tasks.
5. The College will cause the College Group to not remove any Client Data, in any form or media, from the Sites, and to not transmit such information over any network except as specifically directed in writing by Single Stop.

6. The College will cause the College Group to (i) establish and comply with adequate computer and data security procedures at the Sites, including all procedures relating to the use and storage of computer IDs and passwords, (ii) not share Single Stop user ID’s or passwords or other access codes to Client Data with anyone other than properly authorized Single Stop employees and (iii) not send any emails which contain personal information regarding any Client Data if the Client is identifiable unless such emails are encrypted and, if the College does not possess encryption technology, it shall take such other steps as may be necessary to assure such information cannot be read by others.

7. Single Stop is committed to protecting the confidentiality of all Client Data received from clients who come to the Sites for services. The list below, while not comprehensive, is designed to make the College Group aware of the types of Client Data that is private and confidential:

- Name
- Birth date
- Social Security number
- Driver's license or other government-issued identification number
- Address information, including phone numbers, street addresses, and email addresses
- Income or other financial information
- Information regarding tax obligations or tax returns
- Information on ethnicity, race, citizenship status, etc.
- Credit and debit card account numbers and codes
- Health and medical information
- Personally identifying documents including birth certificates, utility bills, immigration documents, photo identification, etc.
- Any other information pertaining to client eligibility for different types of benefits, including information related to eligibility for Medicare benefits
- Any of the above relating to family members or relatives of a client.

8. The College will cause the College Group to comply with all applicable laws regarding the use and disclosure of Social Security numbers, and will not do any of the following:

- Publicly post or display a client’s Social Security number
- Print a client’s Social Security number on any access card or identification card, or on any materials that are mailed to or on behalf of the client (except
when necessary on benefits applications or enrollment forms, or as otherwise required by state or federal law)

- Transmit a client’s Social Security number over the Internet on an unsecured connection
- Use a client’s Social Security number as an identifier or password to access any online website or program

9. The College will immediately notify its Single Stop Program Officer if any member of the College Group becomes aware of any breach of the privacy or security of Client Data or any threat to the privacy or security of Client Data. Circumstances under which the College should notify the Program Officer include, but are not limited to, the following:

- Any potential unauthorized access of Client Data by any third party, including any unauthorized employee or volunteer
- Lost or stolen files or forms containing Client Data
- Lost or stolen computers or wireless devices containing Client Data or the means to access such information
- Lost or stolen passwords
- Any accidental disclosure of Client Data to third parties, including any incidents of eavesdropping during benefits screening and/or counseling consultations with clients
- Any other actual or potential unauthorized disclosure of Client Data.

10. The College understands that violation of any provision of this Policy may jeopardize the College’s relationship with Single Stop. In some cases, violations could lead to prosecution by federal, state or local authorities. Single Stop will fully cooperate with law enforcement in the investigation and prosecution of any violations of law involving misuse of Client Data.

11. The College will advise all members of the College Group of this Policy and require them to sign a copy of this Policy as set forth below. The College will keep a copy of such signatures and send the original to Single Stop.

**Approved Software**

The College agrees to cause each member of the College Group to keep confidential all information related to the software used by Single Stop (including without limitation the “BEN” software) and any database used by Single Stop to collect and track Client Data. This includes any and all information related to Single Stop’s development of such software, information related to calculator or database content, programming, code, or any other intellectual property stemming from such software.
NOTE: Single Stop reserves the right to make changes to this Privacy Policy at any time and, upon written notice to the College, the College will comply with such changes.

**Single Stop USA Statement on Programmatic Integrity**

**Compliance with Law:** Single Stop conducts its activities strictly in accordance with applicable laws. Single Stop requires its sites, site coordinators and site service providers to do the same. Submission of falsified or inaccurate paperwork is prohibited. Anyone who works at or with Single Stop sites is required to report any suspicious information and must not aid in the submission of any falsified information or other illegal activity. In addition, it is likewise both inappropriate, illegal and against Single Stop’s policies to encourage, support, or assist clients in submitting applications with incorrect, incomplete or fraudulent information. No Single Stop site coordinator or Single Stop employee should ever engage in such conduct and should report any such conduct to Single Stop senior management immediately.

**Ethics:** Single Stop is committed to maintaining the highest standards of ethics, programmatic quality and integrity, honesty, confidentiality and safety, and works to combat fraud and abuse. We are truthful in our advertising and neither minimize nor overstate the human needs of those whom we assist. We demonstrate respect for the integrity, pride, beliefs and culture of the people whom we serve, respecting their dignity. We will not denigrate them in our advertising and promotion. We are committed to providing our services only to those individuals and families who are legally entitled to receipt of these supports under applicable law.

**Transparency:** We are committed to a policy and practice of full public disclosure of all relevant information concerning our goals, programs, finances and governance.

**Financial:** We accept no compensation or gifts of any sort from any of our clients, and pay no commissions or other similar fees for fundraising.

**Political/Solicitation Activities:** Single Stop resources are not used in partisan political activity and Single Stop employees and site staff may not, while on the job, engage in any type of partisan political activity. The selling of goods or services, advertising, and other similar for-profit activities by Single Stop employees and site staff in the work place or at sites are prohibited.

**Substance Abuse:** The use or possession of illegal drugs, the use of alcohol, or being inebriated or under the influence of illegal drugs is strictly prohibited in Single Stop offices or sites or while Single Stop employees or site staff are on the job.

**Whistleblower Policy:** It is Single Stop’s policy not to retaliate against anyone who in good faith reports wrongdoing or unethical behavior by Single Stop employees or site staff.
Policy Regarding Suspicious Behavior by Qualified Participants

If any member of the College Group is suspicious that a Qualified Participant is attempting to obtain, or has obtained, governmental benefits or other services fraudulently or otherwise in a manner in violation of law:

1. The member must take action to avoid submitting what he or she believes to be fraudulent information to a government agency, and then follow the steps outlined in 2-3 below.
2. If what the member believes to be fraudulent information has somehow been submitted to a government agency, the member must promptly alert his or her direct supervisor (or, if not comfortable doing so, another senior official) at the College.
3. At the same time the member must alert his or her Single Stop Program Officer (or, if not comfortable doing so, any of the three people mentioned in 4 below).
4. The person receiving any such alert must alert the Single Stop COO/General Counsel, Chief Program Officer and, if relevant, Regional Director.
5. The Single Stop COO/General Counsel will formulate a recommended course of action after consulting with the member and his or her direct supervisor, and, to the extent appropriate, involve the CEO and Board of Directors of Single Stop.
6. Neither the College nor Single Stop should communicate with any form of media regarding these suspicions without first consulting with the other party, and each party should alert the other of any related media inquiries.

Affirmation Regarding Privacy and Integrity Policy

The undersigned hereby certifies that he or she has read and understood the terms and provisions of this Policy and agrees to abide by the terms of this Policy.

Name: ______________________________   Affiliation: ______________________________
Signature: ______________________________ Date: ______________________________
ATTACHMENT D

Form of Invoice and Certification

[Date no earlier than 10 days prior to date payment is requested]

Single Stop USA, Inc.
1825 Park Avenue
Suite 501
New York, NY 10035

Dear Sir/Madam:

In accordance with the Contract between us dated January 1, 2014, we hereby (i) request that you pay us the installment due under Section 4( ) of such Contract on [date] and (ii) represent and warrant that the College Staff are hired, the Site is operational and we have performed all our obligations under the Contract which were required to be performed on or before the date hereof.

Very truly yours,

College of Marin

By ______________________________
Title
DATA SHARING CONTRACT

THIS DATA SHARING CONTRACT (this “Agreement”), dated the __ of __________, 201_, is between Single Stop USA, Inc., a nonprofit corporation organized in the State of New York (“Single Stop”), and the College of Marin, a nonprofit corporation organized under the laws of the State of California (“College”).

WHEREAS, the parties are party to a Contract, dated as of January 1, 2014 (the “Contract”), and the Contract requires that the parties enter into a data sharing agreement, which obligation the parties are fulfilling by entering into this Agreement; and

WHEREAS, all capitalized terms herein used without definition are used as defined in the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Term

This Agreement shall continue in effect as long as the Term under the Contract remains in effect.

2. Services

College will provide the services described on Exhibit A (the “Services”) in accordance with the terms of this Agreement and provide Single Stop with regular updates (as requested) on its progress in providing the Services and such other assistance as may be reasonably requested by Single Stop in connection therewith.

3. Confidentiality

“College Information” is all information supplied by the College to Single Stop under this Agreement or the Contract relating to the students of the College. “Single Stop Information” is all information supplied to the College by Single Stop under this Agreement or the Contract relating to Qualified Participants (including such information maintained in the database of BEN). “Information” is both College Information and Single Stop Information.

The parties agree that all Information constitutes Confidential Information and is subject to the provisions of Section 12 of the Contract; provided that (i) Single Stop shall be permitted to disclose College Information to independent organizations under contract with Single Stop which are contracted to assist Single Stop with the evaluation and analysis of data and the impact of Client Services and (ii) the College shall be permitted to disclose Single Stop Information to the organizations providing tax, legal and/or financial advice to Qualified Participants to the extent needed to provide Client Services to Qualified Participants, provided further that any such
recipient of Information under the preceding clause (i) or (ii) must first sign a confidentiality agreement that is at least as restrictive as Section 12 of the Contract.

4. Legal Requirements

(a) The College and Single Stop shall abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (“FERPA”) (34 CFR §99.33 (a)(2)) and with the terms set forth below. 34 CFR §99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from an educational institution may use the information, but only for the purposes for which the disclosure was made. The College and Single Stop acknowledge and agree that the applicable purposes for which disclosures are made by the College to Single Stop under this Agreement, include those purposes set forth in the Contract.

(b) As between the College and Single Stop, Single Stop Information is owned by Single Stop and College Information is owned by the College.

(c) Single Stop shall not use College Information, and the College shall not use Single Stop Information, for any purpose in violation of applicable law or regulation. Notwithstanding any other provision in this Agreement, the College and its respective employees, officers, agents, and contractors shall not be prevented from using or disclosing any Single Stop Information that the College may obtain on its own from its students in the course of its regular educational and administrative activities other than the facilitation of Single Stop services to the extent that such use or disclosure is in connection with such educational and administrative activities in accordance with applicable laws or regulations.

(d) The College and Single Stop shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Information. In no event shall such measures taken be less than the measures it takes to preserve the confidentiality, integrity, and availability of its own electronically maintained or transmitted information.

(g) Each party shall, as soon as reasonably practicable but in no event later than two business days following its discovery, report to the other party any use or disclosure of Information not authorized by this Agreement. Any such report shall identify, to the extent the reporting party is able to do so using reasonable efforts: (i) the nature of the unauthorized use or disclosure, (ii) the Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what such party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action such party has taken or shall take to prevent future similar unauthorized use or disclosure. Such party shall provide such other information, including a written report, as reasonably requested by the other party, and shall comply with any applicable data breach notification laws or regulations.
(h) Single Stop will not, through any publications, disclose any information that could identify any individual student unless Single Stop has received the student’s consent in accordance with applicable law. Single Stop will also follow a “small numbers” policy, a policy that suppresses findings for any group of students numbering fewer than five. Where Single Stop deems “small numbers” reporting necessary, Single Stop will obtain clearance from the College in each instance.

(i) The College shall obtain all consents and permissions that may be required to provide College Information to Single Stop.

5. Evaluation

Single Stop may evaluate the operation of the Site at the College through the services of an evaluation consultant of Single Stop’s choice, at no extra cost to the College. To aid its evaluation, Single Stop’s staff may visit the Site without notice. The College agrees to cooperate fully with Single Stop in the evaluation process. Single Stop may conduct an impact evaluation (the “Evaluation”) that measures the effect of Client Services. To conduct the Evaluation, Single Stop will need the cooperation of the College. College agrees to cooperate with Single Stop in Single Stop’s design of the Evaluation so Single Stop can conduct the Evaluation in accordance with its research design. Single Stop will work with College to ensure the Evaluation complies with all applicable laws and regulations regarding the use of student data and research involving students. To ensure the success of the Evaluation, the College agrees to (1) abide by the data sharing agreement with Single Stop relating to, inter alia, student data on treatment and comparison groups; (2) prevent evaluations of Single Stop by or involving third parties, as this could conflict with the Single Stop Evaluation and/or contaminate samples, impact survey response rates and/or negatively impact the ability to successfully complete the Evaluation; and (3) consult with Single Stop prior to any significant changes to the implementation of the Single Stop model during the duration of the Evaluation. While Single Stop does not intend to prevent College from performing its own evaluation studies of the Single Stop program, Single Stop wants to ensure that (1) the process is in collaboration with Single Stop, to ensure that the College is correctly utilizing and interpreting data related to Client Services, and (2) the research design does not conflict with any ongoing evaluations Single Stop is conducting.

6. Miscellaneous

a. Sections 14, 15(a), (c)-(e), and (g)-(j) and 16 of the Contract are incorporated herein by reference as if set forth herein in full as applicable to this Agreement.

b. Sections 3 and 4 of this Agreement shall survive the termination of this Agreement and the end of the Term.

c. This Agreement, together with the Contract, contain the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations or
agreements to the extent that they relate to the subject matter hereof, and may not be modified by either party unless such modification is in writing and signed by an authorized representative of each party.

Please indicate the College’s understanding and agreement with the terms of this Agreement by having an authorized signatory of the College sign below. Please return two signed copies of this Agreement to Single Stop.

**Reviewed and accepted by:**

College of Marin  

By: ___________________________  
Name  
Title

Single Stop USA, Inc.  

By: ___________________________  
Name  
Title
Exhibit A

Single Stop and the College will work together to share data in order to evaluate the performance of the Single Stop site and the relationship between Single Stop services and students’ academic performance. The College will perform the tasks described in detail below to facilitate data sharing with Single Stop. Responsibilities include, but are not limited to, the following:

Data Sharing Tasks

To measure the academic performance of the students served by Single Stop, the College and Single Stop agree that:

- Data sharing for Single Stop clients will occur following the close of the fall and spring semesters.
- The College and Single Stop will work together to establish a secure method of data transfer between the two parties.
- At the end of each semester, Single Stop will share a data file with the College that includes students served by Single Stop during that semester and prior semesters. Single Stop expects to share this file within 30 days of the end of the semester.
- The College will merge the data file with data from the academic records of the Colleges’ students. The College will make reasonable efforts to match all students included in the Single Stop data file to student data in the College’s academic records. The College will work with Single Stop to improve the match rate when requested by Single Stop.
- The College will merge legally available data for the list of variables specified in the variable list in Attachment A. Single Stop may request a revision to the list of variables on a semi-annual basis. The College and Single Stop will together determine the feasibility of the request and the College will inform Single Stop if the requested revision is approved or denied.
- Within 60 days of Single Stop sharing the Single Stop data file with the College, the College will share the revised data file, as described above, with Single Stop. If the data file cannot be shared within 60 days, the College will notify Single Stop and an acceptable extension will be determined.
- Creating this data file will require the College to locate students in the College’s own databases using identifying information provided by Single Stop, and may require the College to create new variables, recode variables, and perform other data cleaning or data management tasks.
- The College will include a unique ID for each record in the matched data file that can be used by the College to re-identify the data if needed. The College will maintain records related to the data merge and unique IDs to facilitate future connections to student records. This will allow the addition of new variables to previously created data files if the College and Single Stop mutually so agree.
- Single Stop may analyze, or contract with third parties to analyze, data made available to Single Stop, subject to the other terms of this Agreement.
Single Stop will also conduct preliminary analyses to evaluate the effects of the program once the program implementation has reached sufficient maturity. It is anticipated that this will occur during the second or third year of program implementation. In order to conduct these analyses, the College and Single Stop agree that:

- Single Stop and the College will identify a cohort of students that have been served by Single Stop that will be used as the treatment group when evaluating program effects.
- The College shall supply a similar cross-sectional dataset on a deidentified basis for all other students enrolled at the College during the same time period as the identified treatment group so that a subset of students can be identified as an appropriate comparison group. The cross-sectional dataset used to construct the comparison group will include the variables listed in Attachment A.
- Following the identification of a treatment and comparison group, the College shall supply a longitudinal dataset for the comparison group and comparable data on the treatment group where needed to evaluate program effects. The longitudinal dataset will include multiple semesters of data for the variables listed in Attachment A. It is anticipated that this request will be made during the second or third year of program implementation.
- Single Stop, or a contracted with third party, will analyze the data made available to Single Stop, subject to the other terms of this Agreement.
- The College will be available to consult with Single Stop as it calculates statistics relating to such data.

The parties acknowledge that it is the College’s obligation to protect the security of student data in the possession of the College and to take reasonable measures to ensure that applicable privacy laws are not violated by sharing the College Information with Single Stop through this Agreement.
Attachment A

Variable List

ACADEMIC VARIABLES

Data for the following variables will be provided for the current semester. The list of variables may be adjusted through the mutual agreement of Single Stop and the College. This data will be provided following the close of the fall and spring semesters for all clients in the data file provided by Single Stop that could be matched to the College’s student records.

- **Enrollment/graduation/transfer status**: A categorical variable indicating whether the student was enrolled at the start of the following semester. If the student was not enrolled the category should indicate whether the student completed their certificate program, graduated with an associate degree, transferred to another two-year college, transferred to a four-year college, or was no longer enrolled at the College.

- **Full-time/part-time enrollment**: A categorical variable indicating whether a student who was enrolled for the given semester was enrolled as a full-time student or a part-time student.

- **Total number of credits attempted during the given semester**
  - Total number of credits attempted by student in the term
  - Includes college-level and developmental

- **Total number of credits completed during the given semester**
  - Total number of credits completed with a grade other than “W”

- **Total number of credits passed by student in which they received a C or better during the given semester**
  - This will include A, B, C, and “pass” grades

- **Number of developmental credits attempted during the given semester**

- **Number of developmental credits completed during the given semester**
  - Total number of developmental credits completed with a grade other than “W”

- **Number of developmental credits passed by a student during the given semester**

- **Cumulative number of credits attempted**
  - Total number of credits attempted by student since first enrollment
  - Includes current term
  - Includes college-level and developmental

- **Cumulative number of credits passed by student in which they received a C or better**
  - This includes all A, B, C, and “pass” grades
  - Includes college-level and developmental

- **Cumulative number of credits earned**
  - Total number of credits earned by student since first enrollment

- **Total number of ESL credits attempted**

- **GPA for the given semester**
• **Cumulative GPA**

• **Student’s academic program**: Categorical variable indicating if the student is in enrolled for degree program, a certificate program, or non-matriculated.

• **First year enrolled**

• Other academic variables the College believes to be an important representation of academic success

**DEMOGRAPHIC/BACKGROUND VARIABLES**

• Gender

• Age

• Race/ethnicity

• Citizenship status

• Filed FAFSA for the given semester

• Receipt of financial aid

• Amount of financial aid received (if legally available)

• Type of financial aid received: Binary indicators for relevant financial aid sources should be provided. Examples of financial aid sources include but are not limited to federal grants, state grants, college grants, private grants, federal loans, and private loans. (if legally available)

• Country of birth (where available)

• Native/first language (where available)

• Personal income (if legally available)

• Household income (if legally available)

• Financial dependency status (if legally available)

• Number of dependents (if legally available)

• Household size (if legally available)

• English proficiency (where available)

• High school GPA (where available)

• Standardized test score (where available)

• Placement test score (where available)

• Marital status (if legally available)

• Parents’ highest level of education (where available)

• Parents’ occupation (where available)

• Is the student in the first generation of their family to attend college (if legally available)
The District currently has agreements with various clinical agencies to provide clinical training experience for the College’s Medical Assisting students.

The attached agreements are with the following new facilities:
- Dr. Robert D. Teasdale Medical Office in Greenbrae, CA
- Marin Fertility Center in Greenbrae, CA
- Prima Medical Group, San Rafael, CA
- Pulmonary and Sleep Associates of Marin in Novato, CA

Each of the attached Agreements use the District’s Boilerplate agreement and have been reviewed by School and College Legal Services and the District’s insurance administrator, Keenan and Associates.

The Superintendent/President recommends that the Board of Trustees approve the attached clinical agreements for Medical Assisting clinical experience.
THIS AGREEMENT is made this 21st day of February 2014, by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter called “College”, and Dr. Robert D. Teasdale Medical Office hereinafter called “Clinical Agency.”

WITNESSETH

WHEREAS, the College offers programs which require that students gain experience in a variety of clinical settings as part of their health sciences education and training, and

WHEREAS, Clinical Agency is a health care provider with office facility located at 1375 S Eliseo Dr Suite D, Greenbrae, CA 94904. WHEREAS, Clinical Agency’s facilities are suitable for providing clinical field experience opportunities for College’s students enrolled in the College’s Medical Assisting Program (“Program”); and

WHEREAS, it is beneficial to the Clinical Agency to support the education and training of future health care personnel;

NOW, THEREFORE, the parties agree as follows:

I. COLLEGE’S DUTIES AND RESPONSIBILITIES

A. The College shall designate an employee as the primary contact person for the administration of this Agreement.

B. The College shall designate for assignment to the Clinical Agency only students currently enrolled in the Program.

C. The College shall be responsible for Program content, instruction, attendance records, academic standards, and student evaluations.

D. The College shall provide sufficient qualified instructors to work with Clinical Agency’s staff in planning and coordinating student clinical field experiences.

E. The College shall provide Worker’s Compensation insurance for College employees and for students assigned to Clinical Agency’s facilities pursuant to this Agreement, but students shall not be considered employees of College for purposes of this Agreement.

II. CLINICAL AGENCY’S DUTIES AND RESPONSIBILITIES

A. Clinical Agency shall designate a primary contact person for the administration of this Agreement.

B. In compliance with all applicable laws and to the extent necessary to ensure safe and continuous patient health care, Clinical Agency shall at all times staff its facility with a sufficient number of its own fully-trained, appropriately licensed personnel. The College’s instructors and students shall not be included in Clinical Agency’s calculation of staffing ratios.
C. Clinical Agency shall assign appropriately trained and qualified staff to supervise students who are assigned pursuant to this Agreement.

D. Clinical Agency shall, upon request, permit visits to its facilities by agencies having jurisdiction over the College’s accreditation status.

E. Clinical Agency shall provide:
   1. Orientation for instructors and/or students;
   2. Qualified supervisors for students assigned to Clinical Agency’s facility pursuant to this Agreement;
   3. Space for storage of personal belongings when assigned to Clinical Agency’s facility;
   4. Conference space when available; and
   5. Use of cafeteria at individual’s expense.

F. In accordance with Clinical Agency’s policies Clinical Agency shall provide first aid or emergency medical treatment for students who are injured at Clinical Agency’s facility while participating in a clinical field experience under this Agreement.

III. PARTIES’ JOINT DUTIES AND RESPONSIBILITIES

A. The College shall develop written student “Learning Objectives” which specify the kind and level of clinical competencies a student is expected to achieve during student’s assignment to Clinical Agency’s facility. Clinical Agency shall provide opportunities for clinical field experiences that are consistent with the Learning Objectives mutually agreed upon by the parties.

B. The College shall notify Clinical Facility of its intended clinical rotation schedule for student assignments including beginning and ending dates, number of students, and their level of preparation. The beginning and ending dates and number of students assigned to Clinical Agency’s facilities shall be subject to parties’ mutual agreement which shall be coordinated by their respective contact persons.

C. The parties’ respective contact persons shall work together to establish appropriate communication channels and schedule conferences, as necessary, to provide continuous discussion of students’ progress and any performance / conduct concerns.

D. The parties agree that students shall be subject to Clinical Agency’s immunization and health clearance requirements prior to participation in any clinical field experience under this Agreement and other mutually agreed upon policies and procedures.

E. The parties agree that any staff assigned by Clinical Agency to supervise students under this Agreement shall meet the qualifications required by: Board of Registered Nursing and other requirements as the parties mutually agree.
IV. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party and its board of trustees, officers, agents and employees from and against any and all claims, demands, damages, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from the acts or omission, with respect to this Agreement, of the party or its board of trustees, officers, agents or employees.

V. INSURANCE

A. At all times this Agreement is in effect each party shall maintain occurrence-based general liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate, combined single limit. At the commencement of this Agreement and prior to expiration of any policy required hereunder, each party shall provide the other with a certificate of insurance evidencing the required coverage and an endorsement naming the other party and its board of trustees, officers, agents and employees, as additional insured. At its option College may provide for such insurance through membership in the Northern California Community Colleges Self Insurance Authority (NCCCSIA, a joint powers authority.

B. At all times this Agreement is in effect College shall maintain professional liability insurance for its instructors and students with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

C. College instructors and students shall be covered by College's Worker's Compensation program, but students shall not be considered employees of the College for purposes of this Agreement.

VI. NON-DISCRIMINATION

The parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination statues and regulations required by law to be included in this Agreement shall be deemed incorporated herein by this reference.

VII. TERM AND TERMINATION

This AGREEMENT shall commence on March 15, 2014, and continue in effect until either party serves the other with a notice of termination or the parties mutually agree to terminate this Agreement. The termination of this Agreement shall be as to the assignment of any new students to the Clinical Agency's facilities. All students then-currently assigned to Clinical Agency's facilities shall be permitted to complete their clinical rotation unless the parties otherwise mutually agree.

VIII. GENERAL PROVISIONS

A. This Agreement may be amended at any time only by mutual written agreement of the parties.

B. The parties shall first meet and confer to resolve any disputes arising out of this Agreement. If the parties are unable to so resolve a dispute, before proceeding to litigation, they shall participate in
mediation before a mediator selected by the parties by mutual agreement or by alternately striking names from a list of mediators requested by the parties from a mediation service.

C. Notices required or permitted under this Agreement shall be served on the parties personally, or by certified or registered mail, to the attention of the designated primary contact person at the address set forth below:

MARIN COMMUNITY COLLEGE DISTRICT
Vice President of College Operations
835 College Avenue
Kentfield, CA 94904

AGENCY
Dr. Robert D. Teasdale Medical Office
1375 S Eliseo Dr Suite D
Greenbrae, CA 94904

D. If any portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be severed and the remaining terms and conditions shall continue in full force and effect.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

MARIN COMMUNITY COLLEGE DISTRICT:

By: ____________________________
Vice President, College Operations
(Signature)

Date: ____________________________

CLINICAL AGENCY:

By: ____________________________
Executive Director
(Signature)

Date: 2/20/2014
MARIN COMMUNITY COLLEGE DISTRICT
COMMUNITY AGENCY / CLINICAL FACILITIES AGREEMENT

THIS AGREEMENT is made this 20th day of February 2014, by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter called “College”, and MARIN FERTILITY CENTER hereinafter called “Clinical Agency.”

WITNESSETH

WHEREAS, the College offers programs which require that students gain experience in a variety of clinical settings as part of their health sciences education and training, and

WHEREAS, Clinical Agency is a health care provider with office facility located at 1100 So. Eliseo Dr., ste 107, Greenbrae, CA. 94904;

WHEREAS, Clinical Agency’s facilities are suitable for providing clinical field experience opportunities for College’s students enrolled in the College’s Medical Assisting Program (“Program”); and

WHEREAS, it is beneficial to the Clinical Agency to support the education and training of future health care personnel;

NOW, THEREFORE, the parties agree as follows:

I. COLLEGE’S DUTIES AND RESPONSIBILITIES

A. The College shall designate an employee as the primary contact person for the administration of this Agreement.

B. The College shall designate for assignment to the Clinical Agency only students currently enrolled in the Program.

C. The College shall be responsible for Program content, instruction, attendance records, academic standards, and student evaluations.

D. The College shall provide sufficient qualified instructors to work with Clinical Agency’s staff in planning and coordinating student clinical field experiences.

E. The College shall provide Worker’s Compensation insurance for College employees and for students assigned to Clinical Agency’s facilities pursuant to this Agreement, but students shall not be considered employees of College for purposes of this Agreement.

II. CLINICAL AGENCY’S DUTIES AND RESPONSIBILITIES

A. Clinical Agency shall designate a primary contact person for the administration of this Agreement.

B. In compliance with all applicable laws and to the extent necessary to ensure safe and continuous patient health care, Clinical Agency shall at all times staff its facility with a sufficient number of its own fully-trained, appropriately licensed personnel. The College’s instructors and students shall not be included in Clinical Agency’s calculation of staffing ratios.
C. Clinical Agency shall assign appropriately trained and qualified staff to supervise students who are assigned pursuant to this Agreement.

D. Clinical Agency shall, upon request, permit visits to its facilities by agencies having jurisdiction over the College's accreditation status.

E. Clinical Agency shall provide:
   
   1. Orientation for instructors and/or students;
   
   2. Qualified supervisors for students assigned to Clinical Agency's facility pursuant to this Agreement;
   
   3. Space for storage of personal belongings when assigned to Clinical Agency's facility;
   
   4. Conference space when available; and
   
   5. Use of cafeteria at individual's expense.

F. In accordance with Clinical Agency's policies Clinical Agency shall provide first aide or emergency medical treatment for students who are injured at Clinical Agency's facility while participating in a clinical field experience under this Agreement.

III. PARTIES' JOINT DUTIES AND RESPONSIBILITIES

A. The College shall develop written student “Learning Objectives” which specify the kind and level of clinical competencies a student is expected to achieve during student’s assignment to Clinical Agency’s facility. Clinical Agency shall provide opportunities for clinical field experiences that are consistent with the Learning Objectives mutually agreed upon by the parties.

B. The College shall notify Clinical Facility of its intended clinical rotation schedule for student assignments including beginning and ending dates, number of students, and their level of preparation. The beginning and ending dates and number of students assigned to Clinical Agency’s facilities shall be subject to parties’ mutual agreement which shall be coordinated by their respective contact persons.

C. The parties' respective contact persons shall work together to establish appropriate communication channels and schedule conferences, as necessary, to provide continuous discussion of students’ progress and any performance / conduct concerns.

D. The parties agree that students shall be subject to Clinical Agency’s immunization and health clearance requirements prior to participation in any clinical field experience under this Agreement and other mutually agreed upon policies and procedures.

E. The parties agree that any staff assigned by Clinical Agency to supervise students under this Agreement shall meet the qualifications required by: Board of Registered Nursing and other requirements as the parties mutually agree.
IV. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party and its board of trustees, officers, agents and employees from and against any and all claims, demands, damages, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from the acts or omission, with respect to this Agreement, of the party or its board of trustees, officers, agents or employees.

V. INSURANCE

A. At all times this Agreement is in effect each party shall maintain occurrence-based general liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate, combined single limit. At the commencement of this Agreement and prior to expiration of any policy required hereunder, each party shall provide the other with a certificate of insurance evidencing the required coverage and an endorsement naming the other party and its board of trustees, officers, agents and employees, as additional insured. At its option College may provide for such insurance through membership in the Northern California Community Colleges Self Insurance Authority (NCCCSIA, a joint powers authority.

B. At all times this Agreement is in effect College shall maintain professional liability insurance for its instructors and students with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

C. College Instructors and students shall be covered by College’s Worker’s Compensation program, but students shall not be considered employees of the College for purposes of this Agreement.

VI. NON-DISCRIMINATION

The parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination statues and regulations required by law to be included in this Agreement shall be deemed incorporated herein by this reference.

VII. TERM AND TERMINATION

This AGREEMENT shall commence on March 15, 2014, and continue in effect until either party serves the other with a notice of termination or the parties mutually agree to terminate this Agreement. The termination of this Agreement shall be as to the assignment of any new students to the Clinical Agency’s facilities. All students then-currently assigned to Clinical Agency’s facilities shall be permitted to complete their clinical rotation unless the parties otherwise mutually agree.

VIII. GENERAL PROVISIONS

A. This Agreement may be amended at any time only by mutual written agreement of the parties.

B. The parties shall first meet and confer to resolve any disputes arising out of this Agreement. If the parties are unable to so resolve a dispute, before proceeding to litigation, they shall participate in
mediation before a mediator selected by the parties by mutual agreement or by alternately striking names from a list of mediators requested by the parties from a mediation service.

C. Notices required or permitted under this Agreement shall be served on the parties personally, or by certified or registered mail, to the attention of the designated primary contact person at the address set forth below:

   MARIN COMMUNITY COLLEGE DISTRICT
   Vice President of College Operations
   835 College Avenue
   Kentfield, CA 94904

   AGENCY
   Marin Fertility Center
   1100 So. Eliseo Dr, suite 107
   Greebrae, CA 94904

D. If any portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be severed and the remaining terms and conditions shall continue in full force and effect.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

MARIN COMMUNITY COLLEGE DISTRICT:

By: _______________________
   Vice President, College Operations
   (Signature)

Date: _______________________

CLINICAL AGENCY:

By: _______________________
   Executive Director
   (Signature)

Date: 3/4/14
MARIN COMMUNITY COLLEGE DISTRICT
COMMUNITY AGENCY / CLINICAL FACILITIES AGREEMENT

THIS AGREEMENT is made this 20th day of February 2014, by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter called “College”, and PRIMA MEDICAL GROUP hereinafter called “Clinical Agency.”

WITNESSETH

WHEREAS, the College offers programs which require that students gain experience in a variety of clinical settings as part of their health sciences education and training, and

WHEREAS, Clinical Agency is a health care provider with office facility located at 4000 Civic Center Dr, San Rafael, CA 94903;

WHEREAS, Clinical Agency’s facilities are suitable for providing clinical field experience opportunities for College’s students enrolled in the College’s Medical Assisting Program (“Program”); and

WHEREAS, it is beneficial to the Clinical Agency to support the education and training of future health care personnel;

NOW, THEREFORE, the parties agree as follows:

I. COLLEGE’S DUTIES AND RESPONSIBILITIES

A. The College shall designate an employee as the primary contact person for the administration of this Agreement.

B. The College shall designate for assignment to the Clinical Agency only students currently enrolled in the Program.

C. The College shall be responsible for Program content, instruction, attendance records, academic standards, and student evaluations.

D. The College shall provide sufficient qualified instructors to work with Clinical Agency’s staff in planning and coordinating student clinical field experiences.

E. The College shall provide Worker’s Compensation insurance for College employees and for students assigned to Clinical Agency’s facilities pursuant to this Agreement, but students shall not be considered employees of College for purposes of this Agreement.

II. CLINICAL AGENCY’S DUTIES AND RESPONSIBILITIES

A. Clinical Agency shall designate a primary contact person for the administration of this Agreement.

B. In compliance with all applicable laws and to the extent necessary to ensure safe and continuous patient health care, Clinical Agency shall at all times staff its facility with a sufficient number of its own fully-trained, appropriately licensed personnel. The College’s instructors and students shall not be included in Clinical Agency’s calculation of staffing ratios.
C. Clinical Agency shall assign appropriately trained and qualified staff to supervise students who are assigned pursuant to this Agreement.

D. Clinical Agency shall, upon request, permit visits to its facilities by agencies having jurisdiction over the College’s accreditation status.

E. Clinical Agency shall provide:

1. Orientation for instructors and/or students;
2. Qualified supervisors for students assigned to Clinical Agency’s facility pursuant to this Agreement;
3. Space for storage of personal belongings when assigned to Clinical Agency’s facility;
4. Conference space when available; and
5. Use of cafeteria at individual’s expense.

F. In accordance with Clinical Agency’s policies Clinical Agency shall provide first aid or emergency medical treatment for students who are injured at Clinical Agency’s facility while participating in a clinical field experience under this Agreement.

III. PARTIES’ JOINT DUTIES AND RESPONSIBILITIES

A. The College shall develop written student “Learning Objectives” which specify the kind and level of clinical competencies a student is expected to achieve during student’s assignment to Clinical Agency’s facility. Clinical Agency shall provide opportunities for clinical field experiences that are consistent with the Learning Objectives mutually agreed upon by the parties.

B. The College shall notify Clinical Facility of its intended clinical rotation schedule for student assignments including beginning and ending dates, number of students, and their level of preparation. The beginning and ending dates and number of students assigned to Clinical Agency’s facilities shall be subject to parties’ mutual agreement which shall be coordinated by their respective contact persons.

C. The parties’ respective contact persons shall work together to establish appropriate communication channels and schedule conferences, as necessary, to provide continuous discussion of students’ progress and any performance / conduct concerns.

D. The parties agree that students shall be subject to Clinical Agency’s immunization and health clearance requirements prior to participation in any clinical field experience under this Agreement and other mutually agreed upon policies and procedures.

E. The parties agree that any staff assigned by Clinical Agency to supervise students under this Agreement shall meet the qualifications required by: Board of Registered Nursing and other requirements as the parties mutually agree.
IV. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party and its board of trustees, officers, agents and employees from and against any and all claims, demands, damages, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from the acts or omission, with respect to this Agreement, of the party or its board of trustees, officers, agents or employees.

V. INSURANCE

A. At all times this Agreement is in effect each party shall maintain occurrence-based general liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate, combined single limit. At the commencement of this Agreement and prior to expiration of any policy required hereunder, each party shall provide the other with a certificate of insurance evidencing the required coverage and an endorsement naming the other party and its board of trustees, officers, agents and employees, as additional insured. At its option College may provide for such insurance through membership in the Northern California Community Colleges Self Insurance Authority (NCCCSIA), a joint powers authority.

B. At all times this Agreement is in effect College shall maintain professional liability insurance for its instructors and students with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

C. College Instructors and students shall be covered by College’s Worker’s Compensation program, but students shall not be considered employees of the College for purposes of this Agreement.

VI. NON-DISCRIMINATION

The parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination statutes and regulations required by law to be included in this Agreement shall be deemed incorporated herein by this reference.

VII. TERM AND TERMINATION

This AGREEMENT shall commence on March 15, 2014, and continue in effect until either party serves the other with a notice of termination or the parties mutually agree to terminate this Agreement. The termination of this Agreement shall be as to the assignment of any new students to the Clinical Agency’s facilities. All students then-currently assigned to Clinical Agency’s facilities shall be permitted to complete their clinical rotation unless the parties otherwise mutually agree.

VIII. GENERAL PROVISIONS

A. This Agreement may be amended at any time only by mutual written agreement of the parties.

B. The parties shall first meet and confer to resolve any disputes arising out of this Agreement. If the parties are unable to so resolve a dispute, before proceeding to litigation, they shall participate in
mediation before a mediator selected by the parties by mutual agreement or by alternately striking names from a list of mediators requested by the parties from a mediation service.

C. Notices required or permitted under this Agreement shall be served on the parties personally, or by certified or registered mail, to the attention of the designated primary contact person at the address set forth below:

MARIN COMMUNITY COLLEGE DISTRICT
Vice President of College Operations
835 College Avenue
Kentfield, CA 94904

AGENCY
Prima Medical Group
4000 Civic Center Dr
San Rafael, CA 94903

D. If any portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be severed and the remaining terms and conditions shall continue in full force and effect.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

MARIN COMMUNITY COLLEGE DISTRICT:

By: ________________________________
Vice President, College Operations
(Signature)

Date: ________________________________

CLINICAL AGENCY:

By: ________________________________
Executive Director
(Signature)

Date: 3-14-14

Director of HR
MARIN COMMUNITY COLLEGE DISTRICT
COMMUNITY AGENCY / CLINICAL FACILITIES AGREEMENT

THIS AGREEMENT is made this 3rd day of March 2014, by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter called “College”, and PULMONARY AND SLEEP ASSOCIATES OF MARIN hereinafter called “Clinical Agency.”

WITNESSETH

WHEREAS, the College offers programs which require that students gain experience in a variety of clinical settings as part of their health sciences education and training, and

WHEREAS, Clinical Agency is a health care provider with office facility located at 100 Rowland Way, Suite 300, Novato, CA 94945;

WHEREAS, Clinical Agency’s facilities are suitable for providing clinical field experience opportunities for College’s students enrolled in the College’s Medical Assisting Program (“Program”); and

WHEREAS, it is beneficial to the Clinical Agency to support the education and training of future health care personnel;

NOW, THEREFORE, the parties agree as follows:

I. COLLEGE’S DUTIES AND RESPONSIBILITIES

   A. The College shall designate an employee as the primary contact person for the administration of this Agreement.

   B. The College shall designate for assignment to the Clinical Agency only students currently enrolled in the Program.

   C. The College shall be responsible for Program content, instruction, attendance records, academic standards, and student evaluations.

   D. The College shall provide sufficient qualified instructors to work with Clinical Agency’s staff in planning and coordinating student clinical field experiences.

   E. The College shall provide Worker’s Compensation insurance for College employees and for students assigned to Clinical Agency’s facilities pursuant to this Agreement, but students shall not be considered employees of College for purposes of this Agreement.

II. CLINICAL AGENCY’S DUTIES AND RESPONSIBILITIES

   A. Clinical Agency shall designate a primary contact person for the administration of this Agreement.

   B. In compliance with all applicable laws and to the extent necessary to ensure safe and continuous patient health care, Clinical Agency shall at all times staff its facility with a sufficient number of its own fully-trained, appropriately licensed personnel. The College’s instructors and students shall not be included in Clinical Agency’s calculation of staffing ratios.
C. Clinical Agency shall assign appropriately trained and qualified staff to supervise students who are assigned pursuant to this Agreement.

D. Clinical Agency shall, upon request, permit visits to its facilities by agencies having jurisdiction over the College’s accreditation status.

E. Clinical Agency shall provide:
   1. Orientation for instructors and/or students;
   2. Qualified supervisors for students assigned to Clinical Agency’s facility pursuant to this Agreement;
   3. Space for storage of personal belongings when assigned to Clinical Agency’s facility;
   4. Conference space when available; and
   5. Use of cafeteria at individual’s expense.

F. In accordance with Clinical Agency’s policies Clinical Agency shall provide first aid or emergency medical treatment for students who are injured at Clinical Agency’s facility while participating in a clinical field experience under this Agreement.

III. PARTIES’ JOINT DUTIES AND RESPONSIBILITIES

   A. The College shall develop written student “Learning Objectives” which specify the kind and level of clinical competencies a student is expected to achieve during student’s assignment to Clinical Agency’s facility. Clinical Agency shall provide opportunities for clinical field experiences that are consistent with the Learning Objectives mutually agreed upon by the parties.

   B. The College shall notify Clinical Facility of its intended clinical rotation schedule for student assignments including beginning and ending dates, number of students, and their level of preparation. The beginning and ending dates and number of students assigned to Clinical Agency’s facilities shall be subject to parties’ mutual agreement which shall be coordinated by their respective contact persons.

   C. The parties’ respective contact persons shall work together to establish appropriate communication channels and schedule conferences, as necessary, to provide continuous discussion of students’ progress and any performance / conduct concerns.

   D. The parties agree that students shall be subject to Clinical Agency’s immunization and health clearance requirements prior to participation in any clinical field experience under this Agreement and other mutually agreed upon policies and procedures.

   E. The parties agree that any staff assigned by Clinical Agency to supervise students under this Agreement shall meet the qualifications required by: Board of Registered Nursing and other requirements as the parties mutually agree.
IV. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party and its board of trustees, officers, agents and employees from and against any and all claims, demands, damages, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from the acts or omission, with respect to this Agreement, of the party or its board of trustees, officers, agents or employees.

V. INSURANCE

A. At all times this Agreement is in effect each party shall maintain occurrence-based general liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate, combined single limit. At the commencement of this Agreement and prior to expiration of any policy required hereunder, each party shall provide the other with a certificate of insurance evidencing the required coverage and an endorsement naming the other party and its board of trustees, officers, agents and employees, as additional insured. At its option College may provide for such insurance through membership in the Northern California Community Colleges Self Insurance Authority (NCCCSIA, a joint powers authority).

B. At all times this Agreement is in effect College shall maintain professional liability insurance for its instructors and students with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

C. College Instructors and students shall be covered by College’s Worker’s Compensation program, but students shall not be considered employees of the College for purposes of this Agreement.

VI. NON-DISCRIMINATION

The parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination statues and regulations required by law to be included in this Agreement shall be deemed incorporated herein by this reference.

VII. TERM AND TERMINATION

This AGREEMENT shall commence on March 10, 2014, and continue in effect until either party serves the other with a notice of termination or the parties mutually agree to terminate this Agreement. The termination of this Agreement shall be as to the assignment of any new students to the Clinical Agency’s facilities. All students then-currently assigned to Clinical Agency’s facilities shall be permitted to complete their clinical rotation unless the parties otherwise mutually agree.

VIII. GENERAL PROVISIONS

A. This Agreement may be amended at any time only by mutual written agreement of the parties.

B. The parties shall first meet and confer to resolve any disputes arising out of this Agreement. If the parties are unable to so resolve a dispute, before proceeding to litigation, they shall participate in
mediation before a mediator selected by the parties by mutual agreement or by alternately striking names from a list of mediators requested by the parties from a mediation service.

C. Notices required or permitted under this Agreement shall be served on the parties personally, or by certified or registered mail, to the attention of the designated primary contact person at the address set forth below:

MARIN COMMUNITY COLLEGE DISTRICT  
Vice President of College Operations  
835 College Avenue  
Kentfield, CA 94904

AGENCY  
Pulmonary and Sleep Associates of Marin  
100 Rowland Way, Suite 300  
Novato, CA 94945

D. If any portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be severed and the remaining terms and conditions shall continue in full force and effect.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

MARIN COMMUNITY COLLEGE DISTRICT:  

By:  
Vice President, College Operations  
(Signature)

Date:  

CLINICAL AGENCY:  

By:  
Executive Director  
(Signature)

Date: 3/4/14
BACKGROUND:

The College currently has agreements with various hospitals to provide clinical training experience for the College’s Registered Nursing (RN) students.

The attached agreements are with a new facility, Santa Rosa Memorial Hospital, SRM Alliance Hospital Services d.b.a Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley Medical Center. The first agreement allows for a RN student to gain experience in a Preceptor capacity and the second agreement allows for RN students in a group instruction capacity.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the agreement with Santa Rosa Memorial Hospital, SRM Alliance Hospital Services for nursing student experience.
CLINICAL & NON-CLINICAL TRAINING
AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical and Non-Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of April 7, 2014 (the "Effective Date") by and among Santa Rosa Memorial Hospital, SRM Alliance Hospital Services d.b.a. Petaluma Valley Hospital, Redwood Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley Medical Center (affiliated entities collectively referred to as "Hospital"), and Marin Community College ("School"). The parties named herein may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Hospital's accreditation agency and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical and/or non-clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical and non-clinical training programs ("the Program(s)") in the area of Healthcare Services including but not limited to its clinical, non-clinical, ancillary, and support services typically provided by a healthcare provider. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical and/or non-clinical training, as appropriate, at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all
students receive clinical and/or non-clinical instruction, as appropriate, and have necessary basic
skills prior to the clinical and/or non-clinical experience at Hospital.

1.4 **Discipline.** School shall be responsible for counseling, controlling, disciplining and
all activities of students at Hospital.

1.5 **Documentation.** School shall maintain all attendance and academic records of
students participating in the Program(s). School shall implement and maintain an evaluation
process of the students' progress throughout the Program(s).

1.6 **Background Check.** School shall conduct a background check on each student. At
a minimum, the background check shall include the following: verification of identity (social security
trace); criminal background check in all counties of residence and employment for the last seven
(7) years; motor vehicle records trace; and the review of the Excluded Provider List maintained by
the Office of Inspector General ("OIG") and the Excluded Parties List System maintained by the
General Services Administration ("GSA") to perform a sanction trace to insure that individuals
assigned to Hospital are not identified as being debarred, excluded, or under sanction by a federal
or state governmental agency.

1.7 **Health Clearance.** School shall ensure that each Student complies with Hospital's
requirements for immunizations, tests, and required education including but not limited to: (a) an
initial health examination and clearance including the ability to perform all tasks and physical
demands required as part of participating in the Program(s) pursuant to this Agreement, either with
or without reasonable accommodations; (b) proof of Tuberculosis ("TB") skin test ("Mantoux Test")
within previous twelve (12) months, repeated annually, if known skin test positive, baseline Chest X-
Ray ("CXR"), annual symptom screen and repeat CXR if annual symptom review is positive; (c)
proof of immunization or immune titers to Measles ("Rubella"), Mumps, German Measles
("Rubeola"), and Chickenpox ("Varicella"); (d) proof of Diphtheria, Tetanus, and acellular Pertussis
("DTaP") immunization and Tetanus, diphtheria, and acellular pertussis ("Tdap") booster
immunization; (e) proof of Hepatitis B vaccine; and (f) proof of annual Influenza vaccination, or
decision statement for (b)-(f). A surgical mask shall be required to be worn under the following
circumstances by any and all individuals providing a declination statement for the Influenza
vaccination: in a patient room providing patient care or other services and/or anywhere within six (6)
feet of a patient for greater than thirty (30) seconds. Student shall provide (g) proof of Aerosol
Transmissible Disease ("ATD") training on hire and at least annually including elements required by
the California Occupational Safety and Health Administration ("Cal/OSHA") ATD Standard; (h) proof
of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter
including elements required by the Cal/OSHA Bloodborne Pathogen Standard; and if required, (i)
medical evaluation, clearance, training, and fit testing for Personal Protective Equipment ("PPE")
including N95 rated respirators and/or Powered Air Purifying Respirators ("PAPR") including
elements required by the Cal/OSHA Respiratory Protection Standard. All medical screens are
subject to the review and approval of the Hospital Employee Health Nurse.

1.8 **Hospital Policies and Procedures.** School shall ensure at its own expense that each
student is aware of and understands all applicable Hospital policies and procedures and shall
require each student to conform to all such Hospital policies, procedures, regulations, standards for
health, safety, cooperation, ethical behavior, and any additional requirements and restrictions
agreed upon by representatives of Hospital and School. School shall instruct students that they are
not permitted to interfere with the activity or judgment of the health care providers at Hospital in
administering care to patients in the context of training.

1.9 **Supplies and Equipment.** School shall at its own expense provide and be
responsible for the care and control of educational supplies, materials, and equipment used for
instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Upon expiration or termination of this Agreement and upon Hospital's request, School and its students shall immediately vacate the premises on the effective date of the termination or expiration removing all School property. Hospital may remove and store, at School's expense, any property not so removed.

1.10 **Confidentiality.** School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). If School and/or its student is determined to be a business associate under Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") or receives Protected Health Information ("PHI") from Hospital, School and/or student shall fully comply and ensure Hospital compliance relative to the provisions of the Agreement provided hereunder with all applicable regulations relating to HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder (including without limit the HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule) by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA Regulations") and other applicable state and federal laws and regulations as it may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to School and/or its student regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA Regulations result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA Regulations shall be cause for termination of this agreement. All information related to Hospital business and non-public information that is disclosed or becomes known as a consequence of or through its activities under this Agreement including, but not limited to, matters of a business nature, and prospective names and information, bill rates, compensation requests for placement, costs, profits, margins, markets, sales, business processes, products, processes, purchases, plans, information systems, and any other information of a similar nature and including the contents of this Agreement shall be treated as confidential by School and each of its students, agents and contractors and shall not be disclosed to any third party without the prior written consent of Hospital unless otherwise required by law. This provision shall survive the expiration or termination of this Agreement.

1.11 **Insurance.** School shall maintain in full force and effect and ensure that all students maintain, at their own expense, the following insurance policies in accordance with the minimum amounts as may be required and adjusted from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage be less than in the following amounts: (a) professional liability insurance coverage for student (either independently, as an additional insured on School's policy, or through other School sponsored insurance program(s) that provide professional liability insurance coverage) at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement; (b) School agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement; (c) School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement; (d) in addition, students agree to maintain in full force and effect personal health insurance for the entire term of this Agreement;
and (e) if excess or umbrella liability insurance, over the primary policy, is used to meet limit requirements in Sections 1.11 subsections (a-c) such excess or umbrella liability insurance coverage shall follow primary policy and provide additional coverage at least as broad as specified in the underlying primary policy. The excess or umbrella liability insurance policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. In the event any coverage required in Section 1.11 are through a "claims made" policy and is either canceled, non-renewed, or should School and/or student replace and bind coverage with a different carrier for any reason, School and/or student shall, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the Agreement between the Parties for a period of three (3) years. In order to satisfy the requirements of this section for "nose" insurance, the retroactive effective date for such insurance must at least coincide with the term of the Agreement starting with the effective date of the original Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s). School shall have the ability to self-insure so long as the coverage and limits described herein are met. It should be expressly understood, however, that the coverage of self-insurance required hereunder shall not in any way limit the liability of School. Certificates evidencing such coverage of self-insurance shall include: (a) Certificate of Consent to Self-Insure and (b) Certificate of Authority. Any lapse of insurance shall be considered a default under the terms of this Agreement. It should be expressly understood that nothing in Section 1.11 or any of its subsections herein shall be construed to limit the legal rights of the Hospital, limit the School's and/or students' liability, or be constituted as a waiver of any of the benefits of a statute of limitations or equitable defense by Hospital. Any lapse of insurance shall be considered a default under the terms of this Agreement. The provisions of this section and its subsections shall survive termination of this Agreement.

1.12 Indemnification. To the extent permitted by law, School shall indemnify, hold harmless and defend the Hospital, its parents and subsidiaries and their respective officers, directors, trustees, employees and agents from and against any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by School, its agents, employees, servants, subcontractors, or representatives acting under their control or direction, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of School, its agents, employees, servants, subcontractors, or representatives acting under their control or direction, in connection with this Agreement. Nothing in this section shall be construed to limit Hospital's legal rights or limit School's or Program participant's liability. This provision shall survive the termination of this Agreement.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities and/or non-
clinical areas and non-patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 **Implementation of Program(s).** Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 **Instruction.** Hospital shall instruct students in their clinical and/or non-clinical training, as appropriate, at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students’ specific course of clinical and/or non-clinical training, as appropriate.

2.4 **Accreditation.** Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Hospital’s accreditation agency.

2.5 **Patient Care.** Pursuant to the California Code of Regulations (“CCR”), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act (“EMTALA”), Title 22, the standards and requirements under the Hospital’s accreditation agency, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Hospital’s accreditation agency and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 **Space and Storage.** At Hospital’s discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School’s instructional materials for use in the Program(s), subject to reasonable availability. The Parties acknowledge and agree Hospital may reclaim classroom and/or storage space and/or relocate School Program(s), at Hospital’s sole discretion. Upon expiration or termination of this Agreement, School shall immediately vacate the premises on the effective date of the termination or expiration removing all of School’s and/or its student’s property. Hospital may remove and store, at School’s expense, any property not so removed.

2.7 **Removal of Students.** Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital’s request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 **Documentation.** Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital’s facility for review.

2.9 **First Aid.** Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care
or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 **Statement of Adequate Staffing.** Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 **Authority.** Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. **RELATIONSHIP OF THE PARTIES**

3.1 **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue for four (4) years unless terminated sooner as provided herein.

3.2 **Termination.** Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible and at its sole discretion, Hospital will attempt to limit the termination of this Agreement allowing the completion of the Program(s) by Contractor's Employee Trainees for the current academic semester/quarter by any student who, at the date of mailing of said notice of Termination by Hospital, was satisfactorily participating in the Program(s). In addition, Hospital may terminate this Agreement immediately for cause in the event that School (a) files for bankruptcy, is adjudicated bankrupt or has a receiver appointed for substantially all of its assets; (b) becomes insolvent or suspends business; (c) fails to cure a material breach of this Agreement within ten (10) days after written notice by Hospital specifying the nature of such material breach providing School the opportunity to cure the material breach during such period, provided however that such right to cure shall not be applicable to a series of the same, or similar, or related breaches. A material breach of this Agreement shall include, without limitation, violation of any federal, state or local laws, regulations, rule, statutes, or ordinances related to any requirements necessary for Hospital to participate in the Program(s); or if Hospital (d) no longer is able to carry out its duties pursuant to this Agreement; (e) receives a written opinion from Hospital's legal counsel that this Agreement may adversely affect the ability of Hospital and/or any of its affiliates to obtain or maintain tax-exempt financing.

3.3 **Independent Contractor.** In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and Program participant an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee, joint venture, or partnership is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for any salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability, life insurance, pension and annuity benefits, educational allowances, professional membership dues, or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all
3.4 **Role of Students.** It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 **Publicity.** Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 **Records.** It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. **GENERAL PROVISIONS**

4.1 **Entire Agreement; Amendment.** This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties hereto with respect to the subject matter hereof and shall supersede all other, prior, or contemporaneous agreements, understandings, promises, or negotiations, whether written or oral, relative to the subject matter, including but not limited to: acceptance letters; acknowledgement letters; confirmation letters; invoices; timesheets; order forms; sales orders; statements; statements of work; receipts; work orders; or any other communication stating additional or conflicting terms hereof by and between the parties. No other agreements, representations, warranties or other matters, whether written or oral, purportedly agreed to or represented by or on behalf of either party by any of its agents, employees, contractors, or representatives acting under their control shall be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement may be amended but only by an instrument in writing signed by a duly authorized signatory on behalf of the respective parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 **Assignment.** School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. Any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void. Subject to the provisions of this Section regarding assignment, the terms, covenants, and conditions contained herein. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 **Compliance.** School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students (by internet as a portable document format ("PDF") file (requiring the uses of a PDF reader to view) at: http://www.stjhs.org/documents/CorporateResponsibilityHandbook.pdf. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.
4.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in the county in California in which the specific Affiliate Hospital resides.

4.5 **Non-Discrimination.** Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 **Notices.** Any and all notices permitted or required by this Agreement shall be made in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three (3) business days after being mailed through the United States Postal Service’s registered or certified mail with postage prepaid and return receipt requested; (c) transmitted electronically either by Facsimile (“Fax”) or Electronic Mail (“E-mail”) with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice thereof to the other party:

If to Santa Rosa Memorial Hospital:  
Santa Rosa Memorial Hospital  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Contracting Department

If to Petaluma Valley Hospital:  
SRM Alliance Hospital Services  
d.b.a. Petaluma Valley Hospital  
c/o Santa Rosa Memorial Hospital  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Contracting Department

If to Queen of the Valley Medical Center:  
Queen of the Valley Medical Center  
1000 Trancas Street  
Napa, CA 94558  
Attn: Contracting Department

If to Redwood Memorial Hospital:  
Redwood Memorial Hospital  
3300 Renner Drive  
Fortuna, CA 95540  
Attn: Contracting Department

If to St. Joseph Hospital Eureka:  
St. Joseph Hospital Eureka  
2700 Dolbeer Street  
Eureka, CA 95501  
Attn: Contracting Department

with a copy to:  
Santa Rosa Memorial Hospital  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Contracting Department

If to School:  
Marin Community College  
835 College Avenue
4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable by Act of Congress, statute passed by the California Legislature, local ordinance, or any regulation duly promulgated by officers of the United States or of the State of California acting in accordance with law, or is declared null and void by any court of competent jurisdiction for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver, express or implied, of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A failure to insist upon performance of the terms and conditions of this Agreement, failure to exercise any right or privilege herein, or the waiver of any of the terms, covenants and/or conditions hereof shall not operate as or waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but such counterparts together shall constitute one and the same instrument. The parties hereby acknowledge and agree to accept electronic reproductions of handwritten signatures transmitted by Facsimile or by E-mail, as an attached PDF (or similar) document, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same legal binding force and effect as physical execution and delivery of original document(s) bearing the original handwritten signature(s). Further the Parties intend to rely on such signature(s) transmitted electronically as being legal and binding as if an original, in whole or counterpart, had been delivered, having the same protection as provided under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") (Public Law 106-229). The signatory's name and title must be: (a) presented in printed or typewritten form preferably immediately below or adjacent to the signature and (b) reasonably specific and legible enough so that the identity of the signatory can be readily recognized.

Signature page to follow.
“HOSPITAL”

By: __________________________
Name: Mich Riccioni
Title: Vice President of Finance & CFO
Date: ________________________

“SCHOOL”

By: __________________________
Name: _________________________
Title: __________________________
Date: _________________________
CLINICAL & NON-CLINICAL TRAINING
AFFILIATION AGREEMENT

(With School Instructor on Hospital Premises)

This Clinical and Non-Clinical Training Affiliation Agreement ("Agreement") is
made and entered into as of April 7, 2014 (the "Effective Date") by and among Santa Rosa
Memorial Hospital, SRM Alliance Hospital Services d.b.a. Petaluma Valley Hospital, Redwood
Memorial Hospital, St. Joseph Hospital Eureka, and Queen of the Valley Medical Center
(affiliated entities collectively referred to as "Hospital"), and Marin Community College ("School").
The parties named herein may be referred to individually as a "Party" and collectively as the
"Parties".

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general
acute care hospital accredited in accordance with the standards of the Hospital's accreditation
agency and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to
offer health care program(s) and to maintain classes and such program(s) at hospitals for the
purpose of providing clinical and/or non-clinical training, with School instructors, for students in
such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's
clinical and non-clinical training programs ("the Program(s)") in the area of Healthcare Services
including but not limited to its clinical, non-clinical, ancillary, and support services typically
provided by a healthcare provider. School desires to establish the Program(s), with a School
instructor, at Hospital for the students of the School enrolled in the Program(s). Hospital desires
to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant
to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth
herein and for such other good and valuable consideration, the receipt and sufficiency of which
are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and
shall be responsible for offering a health care education program eligible, if necessary, for
accreditation and approval by any state board or agency.

1.2 Number of Students and Instructors. School shall designate and notify Hospital
of the students who are enrolled and in good standing in the Program(s) to be assigned for
clinical and/or non-clinical training, as appropriate, at Hospital in such numbers as are mutually
agreed upon between Hospital and School. School and Hospital will also mutually agree to the
instructor assigned to the Program(s), replacement and/or backup instructors, the number of instructors for the Program(s), and dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and instructors and ensure that all students receive clinical and/or non-clinical instruction, as appropriate, and have necessary basic skills prior to the clinical and/or non-clinical experience at Hospital.

1.4 Supervision. School shall supervise all students in their clinical and/or non-clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, controlling, disciplining and all activities of students and instructors at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students’ and instructors’ progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student and instructor. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and the review of the Excluded Provider List maintained by the Office of Inspector General (“OIG”) and the Excluded Parties List System maintained by the General Services Administration (“GSA”) to perform a sanction trace to insure that individuals assigned to Hospital are not identified as being debarred, excluded, or under sanction by a federal or state governmental agency.

1.7 Health Clearance. School shall ensure that each Student and instructor complies with Hospital’s requirements for immunizations, tests, and required education including but not limited to: (a) an initial health examination and clearance including the ability to perform all tasks and physical demands required as part of participating in the Program(s) pursuant to this Agreement, either with or without reasonable accommodations; (b) proof of Tuberculosis ("TB") skin test ("Mantoux Test") within previous twelve (12) months, repeated annually, if known skin test positive, baseline Chest X-Ray ("CXR"), annual symptom screen and repeat CXR if annual symptom review is positive; (c) proof of immunization or immune titers to Measles ("Rubella"), Mumps, German Measles ("Rubella"), and Chickenpox ("Varicella"); (d) proof of Diptheria, Tetanus, and acellular Pertussis ("DTaP") immunization and Tetanus, diptheria, and acellular pertussis ("Tdap") booster immunization; (e) proof of Hepatitis B vaccine; and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). A surgical mask shall be required to be worn under the following circumstances by any and all individuals providing a declination statement for the Influenza vaccination: in a patient room providing patient care or other services and/or anywhere within six (6) feet of a patient for greater than thirty (30) seconds. Student shall provide: (g) proof of Aerosol Transmissible Disease ("ATD") training on hire and at least annually including elements required by the California Occupational Safety and Health Administration ("Cal/OSHA") ATD Standard; (h) proof of Bloodborne Pathogen training prior to a Student’s first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard; and if required, (i) medical evaluation, clearance, training, and fit testing for Personal Protective Equipment ("PPE") including N95 rated respirators and/or Powered Air Purifying Respirators ("PAPR") including elements required by the Cal/OSHA Respiratory Protection Standard. All medical screens are subject to the review and approval of the Hospital Employee Health Nurse.

1.8 Hospital Policies and Procedures. School shall ensure at its own expense that each student and instructor is aware of and understands all applicable Hospital policies and
procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students and instructors that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 **Supplies and Equipment.** School shall at its own expense provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program(s). Upon expiration or termination of this Agreement and upon Hospital’s request, School, its students and instructors shall immediately vacate the premises on the effective date of the termination or expiration removing all School property. Hospital may remove and store, at School’s expense, any property not so removed.

1.10 **Confidentiality.** School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient’s treatment plan or the Program(s). If School, its student, and/or instructor is determined to be a business associate under Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") or receives Protected Health Information ("PHI") from Hospital, School, student, and/or instructor shall fully comply and ensure Hospital compliance relative to the provisions of the Agreement provided hereunder with all applicable regulations relating to HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder (including without limit the HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule) by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA Regulations") and other applicable state and federal laws and regulations as it may be amended and interpreted from time to time, in accordance with Hospital’s written notification and guidance given to School, its student, and/or instructor regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA Regulations result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein. Failure to abide by these HIPAA Regulations shall be cause for termination of this agreement. All information related to Hospital business and non-public information that is disclosed or becomes known as a consequence of or through its activities under this Agreement including, but not limited to, matters of a business nature, and prospective names and information, bill rates, compensation requests for placement, costs, profits, margins, markets, sales, business processes, products, processes, purchases, plans, information systems, and any other information of a similar nature and including the contents of this Agreement shall be treated as confidential by School and each of its students, instructors, agents and contractors and shall not be disclosed to any third party without the prior written consent of Hospital unless otherwise required by law. This provision shall survive the expiration or termination of this Agreement.

1.11 **Insurance.** School shall maintain in full force and effect and ensure that all students and instructors maintain, at their own expense, the following insurance policies in accordance with the minimum amounts as may be required and adjusted from time to time by
applicable federal and state laws and regulations, but at no time shall the terms or coverage be less than in the following amounts: (a) professional liability insurance coverage for student and instructor (either independently, as an additional insured on School’s policy, or through other School sponsored insurance program(s) that provide professional liability insurance coverage) at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement; (b) School agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement; (c) School also agrees to maintain statutory Workers’ Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement; (d) in addition, students and instructors agree to maintain in full force and effect personal health insurance for the entire term of this Agreement; and (e) if excess or umbrella liability insurance, over the primary policy, is used to meet limit requirements in Sections 1.11 subsections (a-c) such excess or umbrella liability insurance coverage shall follow primary policy and provide additional coverage at least as broad as specified in the underlying primary policy. The excess or umbrella liability insurance policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. In the event any coverage required in Section 1.11 are through a "claims made" policy and is either canceled, non-renewed, or should School, student, and/or instructor replace and bind coverage with a different carrier for any reason, School, student, and/or instructor shall, take the necessary actions required in order to provide continuous coverage by either obtaining “tail” insurance from the preceding carriers or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the Agreement between the Parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must at least coincide with the term of the Agreement starting with the effective date of the original Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s). School shall have the ability to self-insure so long as the coverage and limits described herein are met. It should be expressly understood, however, that the coverage of self-insurance required hereunder shall not in any way limit the liability of School. Certificates evidencing such coverage of self-insurance shall include: (a) Certificate of Consent to Self-Insure and (b) Certificate of Authority. Any lapse of insurance shall be considered a default under the terms of this Agreement. It should be expressly understood that nothing in Section 1.11 or any of its subsections herein shall be construed to limit the legal rights of the Hospital, limit the School’s, students’, and/or instructors’ liability, or be constituted as a waiver of any of the benefits of a statute of limitations or equitable defense by Hospital. Any lapse of insurance shall be considered a default under the terms of this Agreement. The provisions of this section and its subsections shall survive termination of this Agreement.

1.12 Indemnification. To the extent permitted by law, School shall indemnify, hold harmless and defend the Hospital, its parents and subsidiaries and their respective officers, directors, trustees, employees and agents from and against any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys’ fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by School, its agents, employees, instructors, servants, subcontractors, or representatives acting under their control or direction, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of School, its
agents, employees, instructors, servants, subcontractors, or representatives acting under their control or direction, in connection with this Agreement. Nothing in this section shall be construed to limit Hospital’s legal rights or limit School’s, Program participant’s or instructor’s liability. This provision shall survive the termination of this agreement.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students and instructors with access to clinical areas and patient care opportunities and/or non-clinical areas and non-patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Hospital’s accreditation agency.

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Hospital’s accreditation agency, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Hospital’s accreditation agency and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.5 Space and Storage. At Hospital’s discretion, it will provide students and instructors with classroom space within Hospital and an acceptable amount of storage space for School’s instructional materials for use in the Program(s), subject to reasonable availability. The Parties acknowledge and agree Hospital may reclaim classroom and/or storage space and/or relocate School Program(s), at Hospital’s sole discretion. Upon expiration or termination of this Agreement, School shall immediately vacate the premises on the effective date of the termination or expiration removing all of School’s, its student’s, and/or instructor’s property. Hospital may remove and store, at School’s expense, any property not so removed.

2.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the
student or instructor from the Program(s). School shall comply with Hospital’s request within five (5) days of receipt of notice from Hospital and with respect to instructors School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

2.7 **Documentation.** Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students and instructors obtain the benefit of such documentation and in order that students and instructors comply with such policies and rules. Such copy is available at Hospital’s facility for review.

2.8 **First Aid.** Hospital shall be available to provide necessary emergency health care or first aid within its capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital’s normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

2.9 **Statement of Adequate Staffing.** Hospital acknowledges that it has adequate staffing and that students and instructors participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.10 **Authority.** Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. **RELATIONSHIP OF THE PARTIES**

3.1 **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue for four (4) years unless terminated sooner as provided herein.

3.2 **Termination.** Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible and at its sole discretion, Hospital will attempt to limit the termination of this Agreement allowing the completion of the Program(s) by Contractor’s Employee Trainees for the current academic semester/quarter by any student who, at the date of mailing of said notice of Termination by Hospital, was satisfactorily participating in the Program(s). In addition, Hospital may terminate this Agreement immediately for cause in the event that School (a) files for bankruptcy, is adjudicated bankrupt or has a receiver appointed for substantially all of its assets; (b) becomes insolvent or suspends business; (c) fails to cure a material breach of this Agreement within ten (10) days after written notice by Hospital specifying the nature of such material breach providing School the opportunity to cure the material breach during such period, provided however that such right to cure shall not be applicable to a series of the same, or similar, or related breaches. A material breach of this Agreement shall include, without limitation, violation of any federal, state or local laws, regulations, rule, statutes, or ordinances related to any requirements necessary for Hospital to participate in the Program(s); or if Hospital (d) no longer is able to carry out its duties pursuant to this Agreement; (e) receives a written opinion from Hospital’s legal counsel that this Agreement may adversely affect the ability of Hospital and/or any of its affiliates to obtain or maintain tax-exempt financing.

3.3 **Independent Contractor.** In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School’s instructors are at all
times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and Program participant or Hospital and School’s instructors an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School’s instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers’ Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee, joint venture, or partnership is created by this Agreement and neither School, instructors, nor any student enrolled in School’s Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for any salary, vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation, disability, life insurance, pension and annuity benefits, educational allowances, professional membership dues, or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages, benefits, and taxes on income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties’ intention, School, School employees including its instructors, or other Program participants are determined to be employees of Hospital.

3.4 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student and instructor evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties hereto with respect to the subject matter hereof and shall supersede all other, prior, or contemporaneous agreements, understandings, promises, or negotiations, whether written or oral, relative to the subject matter, including but not limited to: acceptance letters; acknowledgement letters; confirmation letters; invoices; timesheets; order forms; sales orders; statements; statements of work; receipts; work orders; and any other communication stating additional or conflicting terms hereof by and between the parties. No other agreements, representations, warranties or other matters, whether written or oral, purportedly agreed to or represented by or on behalf of either party by any of its agents, employees, contractors, or representatives acting under their control shall be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement may be amended but only by an instrument in writing signed by a duly authorized signatory on behalf of the respective parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.
4.2 **Assignment.** School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. Any attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void. Subject to the provisions of this Section regarding assignment, the terms, covenants, and conditions contained herein. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 **Compliance.** School acknowledges and agrees to abide by Hospital’s Corporate Responsibility Program (“CRP”) and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School’s students and instructors by internet as a portable document format (“PDF”) file (requiring the uses of a PDF reader to view) at: http://www.stjhs.org/documents/CorporateResponsibilityHandbook.pdf. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital’s Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in the county in California in which the specific Affiliate Hospital resides.

4.5 **Non-Discrimination.** Neither party shall discriminate against any student or instructor on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 **Notices.** Any and all notices permitted or required by this Agreement shall be made in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three (3) business days after being mailed through the United States Postal Service’s registered or certified mail with postage prepaid and return receipt requested; (c) transmitted electronically either by Facsimile (“Fax”) or Electronic Mail (“E-mail”) with an attached PDF document and proof of its delivery; or (d) one (1) business day after being sent by nationally recognized overnight courier service, properly addressed as follows or such other address as may later be designated by written notice thereof to the other party:

If to Santa Rosa Memorial Hospital:  
Santa Rosa Memorial Hospital  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Contracting Department

If to Petaluma Valley Hospital:  
SRM Alliance Hospital Services  
d.b.a. Petaluma Valley Hospital  
c/o Santa Rosa Memorial Hospital  
1165 Montgomery Drive  
Santa Rosa, CA 95405  
Attn: Contracting Department

If to Queen of the Valley Medical Center:  
Queen of the Valley Medical Center  
1000 Trancas Street
If to Redwood Memorial Hospital: Redwood Memorial Hospital
3300 Renner Drive
Fortuna, CA 95540
Attn: Contracting Department

If to St. Joseph Hospital Eureka: St. Joseph Hospital Eureka
2700 Dolbeer Street
Eureka, CA 95501
Attn: Contracting Department

with a copy to: Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Contracting Department

If to School: Marin Community College
835 College Avenue
Kentfield, CA 94904
Attn: 

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable by Act of Congress, statute passed by the California Legislature, local ordinance, or any regulation duly promulgated by officers of the United States or of the State of California acting in accordance with law, or is declared null and void by any court of competent jurisdiction for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver, express or implied, of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A failure to insist upon performance of the terms and conditions of this Agreement, failure to exercise any right or privilege herein, or the waiver of any of the terms, covenants and/or conditions hereof shall not operate as or be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but such counterparts together shall constitute one and the same instrument. The parties hereby acknowledge and agree to accept electronic reproductions of handwritten signatures transmitted by Facsimile or by E-mail, as an attached PDF (or similar) document, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same legal binding force and effect as physical execution and delivery of original document(s) bearing the original handwritten signature(s). Further the Parties intend to rely on such signature(s) transmitted electronically as being legal and binding as if an original, in whole or counterpart, had been delivered, having the same protection as provided under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") (Public Law 106-229). The signatory's name and title must be: (a) presented in printed or typed form preferably immediately below or adjacent to the signature and (b) reasonably specific and legible enough so that the identity of the signatory can be readily recognized.

Signature page to follow.
“HOSPITAL”

By: ______________________________
Name: Mich Riccioni
Title: Vice President of Finance & CFO
Date: ____________________________

“SCHOOL”

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________
To: Board of Trustees
From: Superintendent/President
Subject: Clinical Agreement with Maxim Healthcare Services, Inc.

Reason for Board Consideration: APPROVAL

BACKGROUND:

The College currently has agreements with various hospitals to provide clinical training experience for the College’s Registered Nursing (RN) students.

The attached agreement is with a new facility, Maxim Healthcare Services, Inc. in Santa Rosa, CA.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the agreement with Maxim Healthcare Services, Inc. for nursing student experience.
AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made this 14th day of March, 2014 by and between Marin Community College District, having its office located at 835 College Ave Kentfield, CA 94904 ("School"), and Maxim Healthcare Services, Inc., having its office located at 1260 Dutton Ave, Ste 230 Santa Rosa, CA 95401 ("Maxim").

RECITALS

WHEREAS, Maxim and School desire to maintain and improve their existing standards of health care delivery and education by participating in a clinical education program; and

WHEREAS, Maxim and School desire to cooperate for the purpose of implementing a program to provide clinical experience for students enrolled at School in the following healthcare-related curriculum: nursing observation for just a few hours to a full preceptorship up to 120 hours (the "Program");

WHEREAS, it is to the mutual interest and advantage of the parties to enter into the Affiliation Agreement in order that the students involved be given the opportunity and benefit of receiving clinical training; and

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

1. Clinical Education.

1.1 The parties will work together to implement a program of clinical experience in: nursing observation for just a few hours to a full preceptorship up to 120 hours

1.2 Specific details of the Program and other specific duties and obligation of the parties in addition to those set forth in this Agreement may be contained in a/an Exhibit(s) attached hereto, which include but are not limited to:

   (a) the number of School students participating in the Program;
   (b) the required number of contact hours at Maxim;
   (c) the clinical areas to be used by the students; and,
   (d) the maximum number of excused absences each student shall have (see attached Fieldwork Schedule and Attendance Policy, both of which are incorporated herein).

1.3 The educational component of the program shall be under the supervision of School's coordinator. With respect to patient care, students shall in all circumstances follow the directives of Maxim's qualified staff.

1.4 Students will adhere to the rules and regulations of School and Maxim, including the departmental rules and regulations of Maxim's nursing staff. Maxim will furnish School with all appropriate rules and regulations in order that this information can be disseminated to students or Maxim may conduct an orientation for students prior to the commencement of their clinical experience.

1.5 Maxim retains the right to dismiss a student and terminate student's access to Maxim and/or its patient(s) at any time. Unless unusual circumstances occur, including a rule violation leading to unsafe practice or detrimental effect to Maxim, its patients, or students, such dismissal shall not occur without prior consultation with School. A conference between authorized representatives of Maxim and School shall be held at their earliest convenience to reach a mutual agreement to terminate or allow continued participation of each student.

1.6 Prior to the commencement of this clinical experience, School will coordinate all background checks (including criminal) and drug testing as required under both federal and state Law. Maxim must be provided with written proof of such checks before commencement of this clinical experience. In addition, students shall have a physical examination. The physical examination form is to be designed by School and results shall be retained in the student's academic folder. School will further insure in advance that all students placed at Maxim are healthy, have received relevant immunizations and a recent tuberculosis test, and have qualifying health status to work directly with patients.
1.7 Students shall not be or be deemed to be servants or employees of Maxim and shall be or be deemed to be invitees of Maxim and its patients during all program hours.

1.8 Students shall be responsible for their own transportation to and from the designated cases.

1.9 Students may not have access to Maxim for other than Program instruction, unless permission has been obtained from appropriate Maxim personnel and Maxim supervision is present.

1.10 Students must obtain prior written approval of School and Maxim before publishing any material relating to the program experience.

2. **Engagement; Responsibilities of School.**

2.1 School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who must meet School's and Maxim's standards of maturity, health and ability.

2.2 Prior to the start of each student's rotation, School shall provide information to Maxim relevant to student's clinical affiliation, covering level of training and previous clinical experience.

2.3 School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning student participation in the Program.

2.4 School shall evaluate students and the student clinical practice experience on an ongoing basis in conjunction with the appropriate Maxim staff.

2.5 School shall provide specific clinical objectives for the student clinical practice experience and work with Maxim staff to help implement the objectives.

2.6 School shall provide, at its sole expense, a faculty supervisor to be responsible for student instruction at Maxim (if applicable).

2.7 School shall provide name tags for all students and faculty members and shall inform all students and faculty that those name tags must be worn at all times.

2.8 School and/or Student shall provide students with clerical supplies and materials necessary.

3. **Responsibilities of Maxim.**

3.1 Maxim shall provide and supervise in conjunction with School's faculty clinical practice experience in accordance with accepted standards of clinical practice in the student's area of study and as mutually agreed upon by the parties prior to the beginning of each semester.

3.2 Maxim shall provide, to the best of its ability and whenever the needs of the program demand any specialized item necessary for student safety;

3.4 Maxim shall notify School immediately of any situation or problem, which threatens a student's successful completion of the Program.

3.5 Maxim shall provide School with Program information, reports or other data when required for accreditation and/or upon School's request,

3.7 Maxim shall abide by the attached Attendance Policy of School as attached hereto.

3.8 Maxim shall obtain proper Consents and Waivers from those affected patients prior to the beginning of the Student rotation.
4. **Term.**

The initial term of this Agreement shall be for a period of one (1) year ("Initial Term"), commencing on the date first above written, unless sooner terminated as provided herein. At the end of the Initial Term, this Agreement shall be renewed for successive terms of one (1) year, unless terminated as provided herein.

5. **Termination.**

5.1 **Optional Termination:** Either party may terminate this Agreement at any time without cause by giving the other party at least thirty (30) days prior written notice. However, if either party terminates this Agreement in accordance with this Section, both parties are prohibited from renegotiating this Agreement and/or entering into a new Agreement with the other party hereto for services similar or substantially similar to the services performed hereunder for one year following the Initial Term of this Agreement.

5.2 **Termination for Cause:** Either party may terminate this Agreement upon the happening of any of the following:

   (a) Violation by the other party of any material provision of this Agreement, provided such violation continues for thirty (30) days after receipt of written notice to the violating party, specifying such violation with particularity;

   (b) Adjudication of the other party as a bankrupt, liquidation of the other party for any purpose, or appointment of a receiver to take charge of the other party's affairs, provided each appointment remains undischarged for sixty (60) days.

5.3 **Immediate Termination by Maxim:** Maxim may terminate this Agreement immediately by written notice to School (such termination to be effective upon School's receipt of such notice) upon the occurrence of any of the following events:

   (a) School's failure to abide by the rules and regulations of Maxim;

   (b) School's failure to make timely disclosures as required herein;

   (c) conduct by School which affects the quality of professional care provided to patients or the performance of duties required hereunder and which would, in the fair and reasonable judgment of Maxim, be deemed prejudicial to the best interest and welfare of Maxim and/or its patients;

   (d) breach of the confidentiality provisions herein.

5.4 **Effect on Termination.** In the event that this Agreement is terminated by either party, the students enrolled at the time of termination will be given the opportunity to complete their clinical education at Maxim.

6. **Miscellaneous.**

6.1 The Agreement is intended solely for the mutual benefit of School and Maxim, and there is no intention, express or otherwise, to create any rights or interest in any other person or entity. In this regard, there is no intention, express or otherwise, to create any third party beneficiary rights in any of the students or faculty participating in the Program at Maxim.

6.2 This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.

6.3 Any additional responsibilities, obligations or duties incurred or undertaken by either party in connection with the performance of this Agreement shall be detailed in writing and attached as an Exhibit to this Agreement.
6.4 No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval. No party shall use for its benefit or the benefit of its affiliates any information provided by the other party which is commonly considered to be proprietary.

6.5 Maxim shall require students and faculty to sign a Confidentiality Agreements in order to protect Patient information as well as all rehabilitative, operational or marketing information considered proprietary by Maxim.

6.6 Maxim shall have no obligation to pay compensation or to furnish meals to students or faculty members of School.

6.7 School is not a partner or joint venturer with Maxim in connection with any activity carried on by Maxim, and School shall have no obligation whatsoever with respect to Maxim's debt or liabilities arising out of such activity.

7. Records.

7.1 School shall keep, maintain and store all medical and financial records relating to its services rendered hereunder in accordance with accepted professional standards and practices, and as may be required by Maxim and by any fiscal intermediary, federal, state, or local government Maxim, or other party to whom billings for School's services are rendered. School further agrees to make all such records available upon request for inspection or copying by Maxim, subject to any federal or state laws relating to confidentiality of such records.

7.2 Pursuant to 42 USC §1395(x)(v)(1)(a), until the expiration of four (4) years after the termination of this Agreement, School shall make available, upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by School under this Agreement.

7.3 School further agrees that in the event School carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand ($10,000.00) Dollars or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

7.4 The obligations set forth in this Section shall survive the termination of this Agreement.

8. Independent Contractor.

In the performance of its duties and obligations under this Agreement, it is mutually understood and agreed that School, its Students and/or Staff shall at all times be acting in the capacity of independent contractor(s). It is expressly agreed by the parties hereto that no work, act, commission or omission by School, its Students and/or Staff pursuant to the terms and conditions of this Agreement shall be construed to make or render School, its Students and/or Staff agents, employees, or partners of Maxim. School shall pay all compensation, benefits, payroll taxes and worker's compensation for all personnel it furnishes hereunder, and hold Maxim harmless and free from liability or costs (including attorneys’ fees) arising from any claim of or on behalf of any governmental Maxim or any other entity, or individual alleging that any individual furnished by School is an employee of Maxim.


9.1 Maxim Information: School recognizes and acknowledges that, by virtue of entering into this Agreement, School, its Students and/or Staff will have access to certain information of Maxim that is confidential and constitutes valuable, special and unique property of Maxim. School agrees that neither it nor any of its Students and/or Staff will, at any time, either during or subsequent to the term of this Agreement, disclose to
others, use, copy or permit to be copied, without Maxim's express prior written consent, except pursuant to its
duties hereunder, any confidential or proprietary information of Maxim, including, but not limited to, information
which concerns Maxim's patients, costs, prices and treatment methods at any time used, developed or made by
Maxim and which is not otherwise available to the public.

9.2 Terms of this Agreement: Except for disclosure to their legal counsel, accountant, or financial
advisors, neither School nor any of its Students and/or Staff shall disclose the terms of this Agreement to any
person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or
otherwise authorized by this Agreement.

9.3 Patient Information: Neither School, its Students and/or Staff shall disclose any financial or
medical information regarding patients of Maxim to any third-party, except where permitted or required by law or
where such disclosure is expressly approved by Maxim and Maxim's patient in writing. Further, School, its
Students and its Staff shall comply with Maxim's rules, regulations and policies regarding the confidentiality of
such information as well as all federal and state laws and regulations.

9.4 The obligations set forth in this Section shall survive the termination of this Agreement.

10. Indemnification.

School shall indemnify, defend and hold harmless Maxim, its subsidiaries, affiliates, officers, directors,
employees, agents and all persons acting on its behalf from and against any and all actions, claims, demands,
liabilities and expenses (including reasonable attorneys' fees) arising out of the acts or omissions of School, its,
employees, agents, faculty and students, in connection with this Agreement. This provision shall survive any
termination or expiration of this Agreement.

11. Insurance.

School shall at all times during the term of this Agreement maintain, at its sole expense, professional
liability insurance, with minimum limits of $1,000,000 per incident and $3,000,000 in the aggregate. School shall
submit to Maxim, prior to the commencement of services hereunder, a copy of a policy or certificate of insurance
evidencing such insurance. School agrees to notify Maxim immediately of any material change in any insurance
policy required to be maintained by School hereunder.


All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or
registered mail, return receipt requested, or by express delivery services such as Federal Express or Express
Mail, and shall be deemed to have been duly given when delivered personally, when deposited in the United
States Mail, postage prepaid, or when deposited with the mail delivery service, addressed as follows:

If to School: Marin Community College District
835 College Avenue
Kentfield, CA 94904
Attn: Vice President of College Operations

If to Maxim: Maxim Healthcare Services, Inc.
1260 Dutton Ave. Ste 230
Santa Rosa, CA 95401
Attn: Account Manager

Copy to: Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
Attn: General Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.
13. **General Provisions.**

13.1 **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13.2 **Severability.** In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

13.3 **No Waiver.** Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13.4 **Force Majeure.** Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

13.5 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together constitute only one Agreement.

13.6 **Arbitration.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in the city or locality in which School is located and in accordance with federal laws and/or the laws of the State in which Maxim is located. Any reward rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. Arbitration shall be conducted in accordance with the rules of the National Arbitration Forum Code of Procedure or other such association.

13.7 **Governing Law.** This Agreement shall be construed and enforceable in accordance with the laws of the state in which the clinical program is performed, without regard to the conflicts of law provisions of such state.

13.8 **Civil Rights.** School shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of School's activities.

13.9 **Assignment; Subcontracting; Binding Effect.** School may not assign or transfer any rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of Maxim. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successor and permitted assigns.

13.10 **Entire Agreement; Modification.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

13.11 **Professional/Patient Relationship.** No provision of this Agreement shall be construed so as to restrict in any respect any Patient’s (or his or her legal representative’s) right to complete freedom of choice as to utilization of the services of School or any other health professional.
13.12 **Compliance Documents.** By signing this Agreement, School hereby acknowledges and understands that Maxim and its affiliates have implemented compliance documents governing the conduct of its employees, vendors, independent contractors, agents and volunteers, including, but not limited to, a Code of Conduct and a written policy for detecting, reporting and preventing fraud, waste and abuse consistent with the Federal Deficit Reduction Act and related state requirements (“DRA Policy”). All such compliance documents can be accessed at: [http://www.maximcompliance.com/Documents-All.aspx](http://www.maximcompliance.com/Documents-All.aspx) and are incorporated herein by reference. School has reviewed, understands and shall comply with such compliance documents including, but not limited to, Maxim’s Code of Conduct and DRA Policy, and to the extent requested by Maxim, shall participate in training sessions regarding such documents.

13.13 **HIPAA Obligations.** The parties acknowledge and agree that Maxim and School are each a “Covered Entity” as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as “HIPAA”), and are therefore subject to the applicable requirements set forth therein, including, but not limited to: certain limits on uses and disclosures protected health information (“PHI”); providing for access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts with their “business associates,” as that term is defined under HIPAA. Maxim and School acknowledge that uses and disclosures of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and therefore the parties are not required to enter into a “business associate” agreement. Notwithstanding the foregoing, the parties and its employees shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by the parties and their personnel, including without limitation HIPAA.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement on the day and year first written above.

**MAXIM:**

By: _________________________________
Printed Name: _______________________
Title: ______________________________

**SCHOOL:**

By: _________________________________
Printed Name: _______________________
Title: ______________________________

Maxim Healthcare Services/Affiliation Agreement/2011
PATIENT CONSENT & RELEASE

By my signature below, I hereby acknowledge and understand that Maxim Healthcare Services, Inc., having an office located at 1260 Dutton Ave, Ste 230 Santa Rosa, CA 95401 (“Maxim”), has made arrangements with Marin Community College District, having an office located at 835 College Ave. Kentfield, CA 94904 (“School”), whereby nursing students from the School will work alongside Maxim staff in the provision of care to its patients.

NOW THEREFORE, I hereby provide my consent and agree that School’s students may observe and participate in treatment and care being rendered by Maxim staff to ________________________, a patient of Maxim (“Patient”).

I understand and acknowledge that School’s students will be under the direct supervision of School’s instructor as well as Maxim staff at all times they are observing and participating in my/Patient’s treatment and care.

I further acknowledge understands that, by virtue of signing this release and participating in this program, School, its Students and staff will have access to various pieces of protected health information (“PHI”), as defined under the Health Insurance Portability and Accountability Act (“HIPAA”), which PHI may include but not be limited to my/Patient’s diagnosis, treatment and care, medical history, (e.g. drug abuse, mental state, alcoholism or communicable or venereal diseases, such as hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (“AIDS”)).

I understand and acknowledge that participating in this program and signing this Consent is completely voluntary and that I refuse to sign. I further understand that I can revoke this Consent at any time by notifying Maxim in writing, except to the extent that Maxim or School has already taken action in reliance on this authorization before the revocation.

RELEASE. I agree to hold Maxim, its affiliates, subsidiaries, officers, directors, employees, attorneys, agents, assigns and any other person acting on its behalf shall be free and harmless from any and all liabilities or ill effects which might arise from the loss of confidentiality by reliance on this authorization.

Patient/Legal Representative* _________________________________  Printed Name and Authority (if other than Patient)

Date

Coordinated by:

Maxim Representative _______________________________  Printed Name/Title

* NOTE: Pursuant to applicable state laws governing a patient’s right to privacy and the confidentiality of medical records, any Power of Attorney, Legal Guardian or Personal Representative of an Estate executing this Consent on behalf of a Patient must provide governing documentation (i.e.: Durable Power of Attorney for Healthcare, Letters Testamentary/Administration, etc.) prior to the release of any medical records.
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) dated this _______ day of ________________, 2010, (the “Effective Date”) is hereinafter entered into by ________________________________ (“Student/Faculty Member”).

WHEREAS, Maxim Healthcare Services, Inc., having an office located at 1260 Dutton Ave, Ste 230 Santa Rosa, CA 95401 (“Maxim”), and Marin Community College District , having an office located at 835 College Ave. Kentfield, CA 94904 , (“School”) entered into an Affiliation Agreement dated March 14, 2014, whereby students and faculty members of School will be participating in an educational program which provides clinical experience for nursing students (the “Program”) and students will be receiving such clinical training at Maxim.

WHEREAS, in the course of participating in this training, Student/Faculty Member will be exposed to and shall have access to certain confidential/proprietary information of Maxim and its patients; and,

WHEREAS, Maxim desires to ensure the confidentiality of all information and to keep the nature of their discussions confidential.

NOW, THEREFORE, in consideration of the mutual covenants and understandings hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Student/Faculty Member recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Maxim hereunder, Student/Faculty Member may have access to certain information of Maxim that is confidential and constitutes valuable, special and unique property of Maxim. Student/Faculty Member agrees that he/she will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Maxim's express prior written consent, except pursuant to his/her duties hereunder, any confidential or proprietary information of Maxim, including, but not limited to, information which concerns Maxim’s patients, costs, prices and treatment methods at any time used, developed or made by Maxim and which is not otherwise available to the public.

2. Student/Faculty Member shall not disclose any patient or his/her personal, financial, medical information to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Maxim and its patient(s) in writing. Student/Faculty Member shall comply with all federal and state laws and regulations, and all rules, regulations and policies of Maxim regarding the confidentiality of such information.

3. By signing this Agreement, Student/Faculty Member hereby acknowledges and understands that Maxim and its affiliates have implemented compliance documents governing the conduct of its employees, vendors, independent contractors, agents and volunteers, including, but not limited to, a Code of Conduct and a written policy for detecting, reporting and preventing fraud, waste and abuse consistent with the Federal Deficit Reduction Act and related state requirements (“DRA Policy”). All such compliance documents can be accessed at: http://www.maximcompliance.com/Documents-All.aspx and are incorporated herein by reference. Student/Faculty Member has reviewed, understands and shall comply with such compliance documents including, but not limited to, Maxim’s Code of Conduct and DRA Policy, and to the extent requested by Maxim, shall participate in training sessions regarding such documents.

4. Student/Faculty Member shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by Student/Faculty Member, including without limitation HIPAA.

5. The obligations set forth in this Confidentiality Agreement shall survive the termination of the Affiliation Agreement and the conclusion of the Program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

_______________________________________  ______________________________
Student/Faculty Member Signature Date   Printed Name
Witness Signature  Date  Printed Name
To: Board of Trustees  
From: Superintendent/President  
Subject: Contract Approval for Kentfield Learning Resources Boiler Replacement Project #14-0127

Reason for Board Consideration: 

**BACKGROUND:**

Administrative Procedure 6345, Contracts – Professional Services, states that any service costing more than $83,400 requires the solicitation of formal bids. The District advertised and requested bids for the Kentfield Learning Resources Boiler Replacement Project #14-0127.

The District had four contractors walk the project and received two proposals as listed below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephens Construction, Inc.</td>
<td>$91,500</td>
</tr>
<tr>
<td>Ideal Service</td>
<td>No Bid</td>
</tr>
<tr>
<td>Marin Mechanical</td>
<td>No Bid</td>
</tr>
<tr>
<td>Pacific Coast Trane Service</td>
<td>Disqualified</td>
</tr>
</tbody>
</table>

All bids have been reviewed and staff recommends using Stephens Construction, Inc. to replace the Learning Resources Center Boiler.

**RECOMMENDATION:**

The President/Superintendent recommends the Board of Trustees authorize approval of a Contract to Stephens Construction, Inc. for the Kentfield Learning Resources Boiler Replacement Project #14-0127.

Administrator Initiating Item  
Greg Nelson, Interim Vice President, College Operations
BACKGROUND:
With input from the Employee Benefit Advisory Group, the District is proposing to join the Self Insured Schools of California (SISC), effective 7/1/2014 to better control future medical premium rates and provide more Kaiser and non-Kaiser medical coverage options to District employees. The SISC option provides two Kaiser Plan options; employees may elect to stay with their current medical benefits or choose a lower cost Kaiser plan. In addition, the SISC option eliminates the high-cost Health Net plan currently offered to District employees and replaces it with two lower cost Blue Shield plans. These SISC plan options are shown as an attachment to this item.

Kaiser has a “Break-in” policy which initially excludes rates provided by the SISC pool. During the break in period the billing and payment administration is handled by SISC. Kaiser rates will renew on 2/1/2015 with a second renewal on 10/1/2015, providing two (2) open enrollments periods for those employees electing to change their medical plan. Thereafter, SISC renewals will occur October 1 of each fiscal year preceded by an open enrollment period.

In accordance with the Affordable Care Act, the District must notify active employees 60 days in advance of proposed medical plan changes and retired employees 45 days in advance of planned changes. Employees must also complete an application for new coverage prior to the plan effective date. For those employees who elect to change their medical plan coverage, the District will conduct an Open Enrollment in May/June 2014 for the medical plan effective date of July 1, 2014, and another open enrollment in October/November 2014 for the February 2015 renewal date.

FISCAL IMPACT:
The District contribution of $1784.79 to the premium (“the cap”) will remain in effect with the SISC option. The long-term fiscal impact of the SISC option is projected to control premium rates experienced by the District. If the District makes no changes to the current rate structure it will incur a projected monthly premium cost of $556,320 or $6,675,840 for the current plan year.

RECOMMENDATION:
The Superintendent/President recommends that the Board approves the District to move to the SISC medical plan option effective 7/1/2014.
To: Board of Trustees  
From: Superintendent/President

Subject: Austin Science Alterations 301B
Approve Authorization to Bid and Pre-Authorization to Award a Construction Contract & Approve updated project name.

Reason for Board Consideration: ACTION APPROVAL None

BACKGROUND:

On January 21, 2014, the Board of Trustees approved the latest revision to the Bond Spending Plan approving the revised scope and budget of the Austin Science Alterations changing it to Austin demolition and removal of portables along the creek. In preparation for the new maintenance building (now funded under 315B, New Utility Building), this phase of the work removes and relocates portables along College Avenue and the creek and renames the project. The scope of this bid package is summarized as follows:

- Demolish (including Haz Mat abatement) TB-1; restore site to parking
- Demolish (including Haz Mat abatement) MS-2;
- Relocate Health Services portable to the south side of Student Services & utility hookup
- Relocate restroom/locker portable to Portable Village & utility hookup
- Perform utility connection for 2 relocated portables to Portable Village & utility hookup

At this time the Board of Trustees is asked to authorize bidding and pre-authorize award of a construction contract to the lowest responsive responsible bidder following the three (3) business day bid protest period or upon successful resolution of any bid protests. The name of the project is also changed from Austin Science Alterations to Austin Demolition and Removal/Relocation of Portables.

FISCAL IMPACT:

The construction cost estimate for this project is $120,000. The contract will be paid from bond funds budgeted from Austin Demolition and Removal/Relocation of Portables (301B).

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve authorization to bid and pre-approve authorization to award the construction contract for the Austin Demolition (301B) to the lowest responsive responsible bidder subject to successful completion of the three (3) business day bid protest period.

Administrator Initiating Item: Laura McCarty, Director of Modernization
Administrator Approving Item: David Wain Coon, Ed. D., Superintendent/President
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.16.A.</td>
</tr>
<tr>
<td>Subject:</td>
<td><strong>Contracts and Agreement for Services for Month of February 2014</strong></td>
<td>Enclosure(s):</td>
<td>Attachment</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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

Greg Nelson, Interim Vice President of Finance and College Operations
Contracts and Agreement for Services for February 2014

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>P0219687</td>
<td>Betty G. Beavers</td>
<td>District Wide</td>
<td>$ 2,770.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219707</td>
<td>Barbara Inwald, DO</td>
<td>Health Center</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td></td>
<td>Tuberculosis screening services for the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219729</td>
<td>Complete Mailing Services, Inc.</td>
<td>Advancement</td>
<td>$ 7,000.00</td>
</tr>
<tr>
<td></td>
<td>Mailing services for the Advancement letters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219731</td>
<td>Noll &amp; Tam Architects &amp; Planners</td>
<td>Library</td>
<td>$ 6,925.00</td>
</tr>
<tr>
<td></td>
<td>Learning Resources Center charette sessions design.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219741</td>
<td>Chief Automotive Technologies</td>
<td>Workforce Development</td>
<td>$ 1,088.91</td>
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<tr>
<td></td>
<td>Maintenance/Support licensing services for the Chief auto collision software.</td>
<td></td>
<td></td>
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<tr>
<td>P0219742</td>
<td>Alldata</td>
<td>Workforce Development</td>
<td>$ 1,062.75</td>
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<td></td>
<td>Maintenance/Support licensing services for automotive software.</td>
<td></td>
<td></td>
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<tr>
<td>P0219751</td>
<td>Community College League Of California</td>
<td>Library</td>
<td>$ 7,391.83</td>
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<tr>
<td></td>
<td>Online database subscription services for the Library.</td>
<td></td>
<td></td>
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<tr>
<td>P0219815</td>
<td>Study in the USA, Inc.</td>
<td>International Education</td>
<td>$ 8,674.00</td>
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<tr>
<td></td>
<td>International advertising services for the Intensive English Program.</td>
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<td></td>
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<tr>
<td>P0219816</td>
<td>Dave Potter</td>
<td>Community Education</td>
<td>$ 2,436.40</td>
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<tr>
<td></td>
<td>Instructional services for the CES 85267, Basic Starter Cultures for Cheese and Fermented Milks, Fall 2013.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219822</td>
<td>University of California, San Francisco</td>
<td>Biology</td>
<td>$ 2,860.00</td>
</tr>
<tr>
<td></td>
<td>Delivery and use of Cadaver for Biology Program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219836</td>
<td>ARTstor</td>
<td>Arts and Humanities</td>
<td>$ 1,150.00</td>
</tr>
<tr>
<td></td>
<td>Art database services for the Art and Humanities Program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219839</td>
<td>Enrico Dell’Osso, Jr.</td>
<td>Performing Arts</td>
<td>$ 5,400.00</td>
</tr>
<tr>
<td></td>
<td>Fifty percent repair services of four grand pianos and one upright; balance will be due upon completion.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219841</td>
<td>Fresh &amp; Natural Food Service Group</td>
<td>Community Education</td>
<td>$ 1,210.50</td>
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<tr>
<td></td>
<td>Catering services for CES 15152 Principles and Practices of Cheese Making for the Winter 2014 session.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Contracts and Agreement for Services for February 2014

### 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>P0219870</td>
<td>Marin County Office Of Education</td>
<td>Advancement</td>
<td>$ 3,000.00</td>
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<tr>
<td><strong>Restricted</strong></td>
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<td>P0219681</td>
<td>Daikin Applied</td>
<td>Maintenance</td>
<td>$ 3,651.07</td>
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<td>P0219708</td>
<td>Novato Pool Scene, Inc.</td>
<td>Maintenance</td>
<td>$ 1,575.00</td>
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<td>P0219709</td>
<td>Studica, Inc.</td>
<td>Workforce Development</td>
<td>$ 2,495.00</td>
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<tr>
<td>P0219713</td>
<td>WK Mclellan Co</td>
<td>Grounds</td>
<td>$ 4,580.00</td>
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<tr>
<td>P0219796</td>
<td>Marin Economic Forum</td>
<td>Career Education</td>
<td>$ 2,500.00</td>
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<tr>
<td>P0219847</td>
<td>Segway of San Francisco</td>
<td>Campus Police</td>
<td>$ 1,249.72</td>
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<tr>
<td>P0219893</td>
<td>American Association of Intensive English</td>
<td>International Education</td>
<td>$ 1,250.00</td>
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<tr>
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<td></td>
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<tr>
<td><strong>CAPITAL PROJECTS FUND</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>P0219601</td>
<td>Adaptive Planning, Inc</td>
<td>District Wide</td>
<td>$ 23,734.00</td>
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<td></td>
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<tr>
<td><strong>MEASURE C BOND FUND</strong></td>
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<tr>
<td>P0219802</td>
<td>Innovative Interfaces, Inc</td>
<td>Measure C</td>
<td>$ 41,950.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219804</td>
<td>Arey Jones</td>
<td>Measure C</td>
<td>$ 12,060.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219805</td>
<td>Deco Tech Systems</td>
<td>Measure C</td>
<td>$ 2,800.00</td>
</tr>
</tbody>
</table>

Sponsorship to Marin County’s Office of Education School Rule program.

Consulting/Troubleshooting water regulating valves for the College.

Maintenance services for the Kentfield Pool.

Maintenance/Support licensing services for the Autodesk Building Design Suite for the College.

Remove and dispose of additional soil from the Kentfield parking lots.

Updating Marin County Career information services for the College.

Segway repair and replacement services for two Campus Police Segways.


Licensing and support services fee for budget planning software.

Full data migration services for the College.

Computer integration services for the installation of the new computers.

Firewall installation and training services for the College.
<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.16.B.</td>
</tr>
<tr>
<td>Subject:</td>
<td><strong>Contracts and Agreement for Services for Month of March 2014</strong></td>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
</tr>
</tbody>
</table>

**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**

Greg Nelson, Interim Vice President of Finance and College Operations
# Contracts and Agreement for Services for March 2014

## 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>P0219945</td>
<td>Student Services</td>
<td>District Wide</td>
<td>$38,550.00</td>
</tr>
<tr>
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</tr>
<tr>
<td>P0219947</td>
<td>Tom Evers</td>
<td>IVC Pool</td>
<td>$13,000.00</td>
</tr>
<tr>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>P0219969</td>
<td>Enviro Safetech</td>
<td>District Wide</td>
<td>$5,900.00</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219990</td>
<td>Angela Chang</td>
<td>Human Resources</td>
<td>$1,389.38</td>
</tr>
<tr>
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<tr>
<td></td>
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</tr>
<tr>
<td>P0220058</td>
<td>School &amp; College Legal Services of California</td>
<td>District Wide</td>
<td>$1,031.00</td>
</tr>
<tr>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220059</td>
<td>US Bank</td>
<td>District Wide</td>
<td>$10,594.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220063</td>
<td>Marc Bates</td>
<td>Community Education</td>
<td>$2,366.73</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>P0220064</td>
<td>Terri Hardesty</td>
<td>Advancement</td>
<td>$1,366.73</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>P0220066</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>P0220067</td>
<td>Wealth Engine, Inc</td>
<td>Advancement</td>
<td>$3,025.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220069</td>
<td>Fresh &amp; Natural Food Service Group</td>
<td>Advancement</td>
<td>$1,478.51</td>
</tr>
<tr>
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<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>P0220071</td>
<td>Liebert Cassidy Whitmore</td>
<td>District Services</td>
<td>$1,391.00</td>
</tr>
<tr>
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<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GENERAL FUND**

**Unrestricted**

- P0219945: Student Services
  - District Wide
  - Amount: $38,550.00
  - International student insurance service for Fall 2014.

- P0219947: Tom Evers
  - IVC Pool
  - Amount: $13,000.00
  - Aquatics program director service for the Indian Valley Campus Pool, January to June, 2014.

- P0219969: Enviro Safetech
  - District Wide
  - Amount: $5,900.00
  - Classification services of the various chemicals in the Science, Math and Nursing building.

- P0219990: Angela Chang
  - Human Resources
  - Amount: $1,389.38
  - Professional services for the Human Resources department.

- P0220058: School & College Legal Services of California
  - District Wide
  - Amount: $1,031.00
  - Legal services for the College.

- P0220059: US Bank
  - District Wide
  - Amount: $10,594.22
  - Annual Go-Print leasing services for Kentfield Campus.

- P0220063: Marc Bates
  - Community Education
  - Amount: $2,366.73
  - Instructional services for CES#15152 Principles and Practices of Cheese Making.

- P0220064: Terri Hardesty
  - Advancement
  - Amount: $1,366.73
  - Video recording services for Student Services Event.

- P0220066: Xerox Corporation
  - Logistics
  - Amount: $1,000.00
  - Lease for Science building Copier XEL-5881652.

- P0220067: Wealth Engine, Inc
  - Advancement
  - Amount: $3,025.00
  - Research platform services for the College.

- P0220069: Fresh & Natural Food Service Group
  - Advancement
  - Amount: $1,478.51
  - Catering services for the Top Off lunch event.

- P0220071: Liebert Cassidy Whitmore
  - District Services
  - Amount: $1,391.00
  - Legal services for the College.
### Contracts and Agreement for Services for March 2014

**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>P0220073</td>
<td>Judith Creighton</td>
<td>Community Education</td>
<td>$2,703.70</td>
</tr>
<tr>
<td></td>
<td>Lecturing services for the CES#15091 Full Introduction to Artisan Cheese and Its Traditions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220123</td>
<td>Dave Potter</td>
<td>Community Education</td>
<td>$2,306.45</td>
</tr>
<tr>
<td></td>
<td>Lecturing services for CES#35148 Basic Starter Cultures For Cheese and Fermented Milk and CES#35149 Cheese Chemistry.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220133</td>
<td>Department Of Justice</td>
<td>Police</td>
<td>$1,686.00</td>
</tr>
<tr>
<td></td>
<td>Finger printing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220137</td>
<td>Center for Volunteer &amp; Nonprofit Leadership</td>
<td>Advancement</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Four tickets to the 50th Anniversary Gala.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Restricted</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219940</td>
<td>Able Fence Co, Inc.</td>
<td>Maintenance</td>
<td>$4,685.00</td>
</tr>
<tr>
<td></td>
<td>Installation service for a barrier gate in parking lot #13 at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219942</td>
<td>WK Mclellan Co</td>
<td>Maintenance</td>
<td>$16,654.90</td>
</tr>
<tr>
<td></td>
<td>Asphalt and concrete replacement services for parking lot #13 at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219960</td>
<td>Kelly Delarosa</td>
<td>Maintenance</td>
<td>$1,650.00</td>
</tr>
<tr>
<td></td>
<td>Fabrication and installation services for eleven pole covers to reduce the attachment of flyers to the poles.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0219961</td>
<td>Fire King Fire Protection</td>
<td>Maintenance</td>
<td>$1,436.46</td>
</tr>
<tr>
<td></td>
<td>Labor and materials required to provide fire extinguisher sticker coverage for College of Marin’s Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220018</td>
<td>Kristen Busse</td>
<td>DSPS</td>
<td>$12,000.00</td>
</tr>
<tr>
<td></td>
<td>Communication access real time translation (CART) services for students.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220019</td>
<td>Nature of Interpreting</td>
<td>DSPS</td>
<td>$42,000.00</td>
</tr>
<tr>
<td></td>
<td>Interpreting services for students.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220102</td>
<td>State Roofing Systems, Inc.</td>
<td>Maintenance</td>
<td>$1,795.00</td>
</tr>
<tr>
<td></td>
<td>Roof repair services for the gardener’s shop roof at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0220121</td>
<td>Kelly Delarosa</td>
<td>Maintenance</td>
<td>$2,275.00</td>
</tr>
<tr>
<td></td>
<td>Design services for intermediate distribution frames (IDF) in maintenance rooms for easier removal and replacement of equipment filters.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Contracts and Agreement for Services for March 2014

### 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>P0220105</td>
<td>American Asphalt Repair &amp; Resurfacing Co, Inc.</td>
<td>Maintenance</td>
<td>$23,734.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove and replace Sir Francis Drive pathways at the Kentfield Campus.</td>
<td></td>
<td></td>
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</tbody>
</table>

**CAPITAL PROJECTS FUND**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0219965</td>
<td>Conklin Bros, Inc.</td>
<td>Measure C</td>
<td>$3,120.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform repairs to existing tiles in Build 27 at the Indian Valley Campus.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To:</td>
<td>Board of Trustees</td>
<td>Date:</td>
<td>April 15, 2014</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.16.C.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Third Quarter Financial Status Report and CCFS-311 Q for 2013/14</td>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INFORMATION</td>
<td>CCFS-311Q</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The CCFS-311Q report is attached for review. Staff is available to answer any questions.
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: Gregory W. Nelson
CBO Phone: 415-884-3100
CBO Signature: [Signature]
Date Signed: 4/7/14

Chief Executive Officer Name: David Wain Coon
CEO Signature: [Signature]
Date Signed: 4/8/14

Electronic Cert Date: 04/03/2014

District Contact Person
Name: Peggy Isozaki
Title: Director, Fiscal Services
Telephone: 415-884-3160
Fax: 415-883-3261
E-Mail: peggy.isozaki@marin.edu
# Quarterly Financial Status Report, CCFS-311Q

**District:** (330) MARIN

**Fiscal Year:** 2013-2014

**Quarter Ended:** (Q3) Mar 31, 2014

**As of June 30 for the fiscal year specified**

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Actual 2010-11</th>
<th>Actual 2011-12</th>
<th>Actual 2012-13</th>
<th>Projected 2013-2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>45,310,644</td>
<td>45,562,262</td>
<td>46,367,612</td>
<td>47,972,760</td>
</tr>
<tr>
<td>A.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>235</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>A.3</td>
<td>Total Unrestricted Revenue (A.1 + A.2)</td>
<td>45,310,879</td>
<td>45,562,262</td>
<td>46,367,612</td>
<td>47,972,760</td>
</tr>
<tr>
<td>B. Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>43,701,404</td>
<td>45,822,577</td>
<td>46,552,368</td>
<td>48,103,598</td>
</tr>
<tr>
<td>B.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>560,652</td>
<td>807,979</td>
<td>1,027,386</td>
<td>711,130</td>
</tr>
<tr>
<td>B.3</td>
<td>Total Unrestricted Expenditures (B.1 + B.2)</td>
<td>44,262,056</td>
<td>46,630,556</td>
<td>47,579,754</td>
<td>48,814,728</td>
</tr>
<tr>
<td>C. Revenues Over(Under) Expenditures (A.3 - B.3)</td>
<td></td>
<td>1,048,823</td>
<td>-1,068,294</td>
<td>-1,212,142</td>
<td>-841,968</td>
</tr>
<tr>
<td>D. Fund Balance, Beginning</td>
<td></td>
<td>5,161,246</td>
<td>6,210,069</td>
<td>5,141,775</td>
<td>3,929,633</td>
</tr>
<tr>
<td>D.1</td>
<td>Prior Year Adjustments + (-)</td>
<td>0</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>5,161,246</td>
<td>6,210,069</td>
<td>5,141,775</td>
<td>3,929,633</td>
</tr>
<tr>
<td>E. Fund Balance, Ending (C. + D.2)</td>
<td></td>
<td>6,210,069</td>
<td>5,141,775</td>
<td>3,929,633</td>
<td>3,087,665</td>
</tr>
<tr>
<td>F.1</td>
<td>Percentage of GF Fund Balance to GF Expenditures (E. / B.3)</td>
<td>14%</td>
<td>11%</td>
<td>8.3%</td>
<td>6.3%</td>
</tr>
</tbody>
</table>
II. Annualized Attendance FTES:

| G.1  | Annualized FTES (excluding apprentice and non-resident) | 5,390 | 5,140 | 4,696 | 4,338 |

III. Total General Fund Cash Balance (Unrestricted and Restricted)

| H.1 | Cash, excluding borrowed funds | 3,458,543 | 1,461,599 | 1,621,867 |
| H.2 | Cash, borrowed funds only | 0 | 0 | 0 |
| H.3 | Total Cash (H.1 + H.2) | 11,554,888 | 3,458,543 | 1,461,599 | 1,621,867 |

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>47,972,760</td>
<td>47,972,760</td>
<td>28,669,218</td>
<td>59.8%</td>
</tr>
<tr>
<td>I.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>I.3</td>
<td>Total Unrestricted Revenue (I.1 + I.2)</td>
<td>47,972,760</td>
<td>47,972,760</td>
<td>28,669,218</td>
<td>59.8%</td>
</tr>
<tr>
<td>J.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>48,103,598</td>
<td>48,103,598</td>
<td>34,156,650</td>
<td>71%</td>
</tr>
<tr>
<td>J.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>711,130</td>
<td>711,130</td>
<td>498,281</td>
<td>70.1%</td>
</tr>
<tr>
<td>J.3</td>
<td>Total Unrestricted Expenditures (J.1 + J.2)</td>
<td>48,814,728</td>
<td>48,814,728</td>
<td>34,654,931</td>
<td>71%</td>
</tr>
<tr>
<td>K.</td>
<td>Revenues Over(Under) Expenditures (I.3 - J.3)</td>
<td>-841,968</td>
<td>-841,968</td>
<td>-5,985,713</td>
<td></td>
</tr>
<tr>
<td>L.1</td>
<td>Fund Balance, Ending (C. + L.2)</td>
<td>3,087,665</td>
<td>3,087,665</td>
<td>-2,056,080</td>
<td></td>
</tr>
<tr>
<td>M.</td>
<td>Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)</td>
<td>6.3%</td>
<td>6.3%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
V. Has the district settled any employee contracts during this quarter?  

YES

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 Total Cost Increase</th>
<th>% *</th>
<th>Academic Permanent Total Cost Increase</th>
<th>% *</th>
<th>Temporary Total Cost Increase</th>
<th>% *</th>
<th>Classified Total Cost Increase</th>
<th>% *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1: 2013-14</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>244,587</td>
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<td>Year 2: 2014-15</td>
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<td></td>
<td>436,858</td>
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<tr>
<td>Year 3: 2015-16</td>
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<td>604,220</td>
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</table>

b. BENEFITS:

| Year 1: 2013-14                          |                               |     |                                      |     |                               |     | 74,589                        | 0.5%|
| Year 2: 2014-15                          |                               |     |                                      |     |                               |     | 126,602                       | 1.5%|
| Year 3: 2015-16                          |                               |     |                                      |     |                               |     | 173,539                       |     |

* 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.

The California School Employees Association (CSEA) Chapter 196 and the Marin Community College District have completed reopener negotiations for 2012/2013. Tentative Agreements were ratified by the CSEA membership on January 16, 2014 and approved by the Board of Trustees on January 21, 2014. The parties agree to implement the CSEA/MCCD equity study effective March 1, 2014. The District provided a 1% on-schedule salary increase effective 7/1/2014 and another 1% on schedule salary increase effective 1/1/2015. The District also provided all CSEA members a one-time, off-schedule $1,000 payment in January 2014. Increased expenditures will be funded from increased property tax revenue and decreased expenditures from operational efficiencies.

The Service Employees International Union (SEIU) Local 1021 and the Marin Community College District have completed reopener negotiations for 2012/2013. Tentative Agreements were ratified by the SEIU membership on January 17, 2014 and approved by the Board of Trustees on January 21, 2014. The District provided a 1% on-schedule salary increase effective 1/1/2014 and a 1.5% on schedule salary increase effective 7/1/2014. The District also provided all SEIU members a monthly stipend of $83.33 or an off-schedule one-time payment in the amount of $1,000. Increased expenditures will be funded from increased property tax revenue and decreased expenditures from operational efficiencies.

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.)?  

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

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.)
Overview

- 3/31 YTD Year over Year
  - Financial Highlights
  - Cash Position
  - Cash Flow

- Revenues:
  - Budget vs. 3/31/14 YTD Actual Comparison
  - 3/31 Revenue Comparison
  - 3/31 YTD Year over Year Revenue Breakdown Comparison

- Expenditures:
  - Budget vs. 3/31/14 YTD Actual Comparison
  - 3/31 YTD Expenditure Comparison
  - 3/31 YTD Year over Year Expenditure Breakdown Comparisons

Supplemental Information
3/31 YTD Yr/Yr Comparison

- 3/31/13
  - $26.5M Revenues
  - $34.5M Expenditures
  - ($8.0M) Net

- 3/31/14
  - $27.8M Revenues
  - $33.8M Expenditures
  - ($6.0M) Net

Primary source of revenue is property tax which is received in December and April
3/31 YTD Cash Position

<table>
<thead>
<tr>
<th></th>
<th>3/31/13</th>
<th>3/31/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Balance</td>
<td>$3.2M</td>
<td>$1.6M</td>
</tr>
<tr>
<td>Borrowing</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

- Cash inflow is revenues – our major source, property taxes, received primarily in December and April.
- Cash outflow is expenses – about $3.8M per month
- Borrowing provides operating cash until mid-December when property taxes are received.
Yr/Yr Cash Flow

$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
$(5,000,000)
$(10,000,000)

June July Aug Sept Oct Nov Dec Jan Feb Mar Apr May June

2012/13
2013/14
Overview

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  - Cash Position
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- Expenditures:
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  - 3/31 YTD Expenditure Comparison
  - 3/31 YTD Year over Year Expenditure Breakdown Comparisons

Supplemental Information
Revenues:
- $46.8M budgeted
- $27.8M actual YTD
- 59.3% of budget

Actual as % of Budget:
- Property tax 57.1%
- Enrollment fees 88.5%
- State revenues 48.7%
- Local, other 94.8%

It is difficult to project revenues with accuracy because a significant amount of property tax isn’t received until April with final receipts in July.
3/31 YTD Revenue Comparison

- **2012/13**
  - $44.8M budgeted
  - $26.5M actual YTD
  - 59.2% of budget
  - 85.6% of YTD revenue from property taxes

- **2013/14**
  - $46.8M budgeted
  - $27.8M actual YTD
  - 59.3% of budget
  - 85.9% of YTD revenue from property taxes
- Property tax increasing as anticipated
- Enrollment fee decrease due to declining enrollment
- Increase in state revenue due to timing of Prop 30 receipts
Overview

- 3/31 YTD Year over Year
  - Financial Highlights
  - Cash Position
  - Cash Flow

- Revenues:
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- Expenditures:
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  - 3/31 YTD Expenditure Comparison
  - 3/31 YTD Year over Year Expenditure Breakdown Comparisons

Supplemental Information
Budget vs. 3/31/14 Expenditures

- Expenditures:
  - $47.6M budgeted
  - $33.8M actual YTD
  - 71.0% of budget

- Actual as a % of budget:
  - Faculty salaries 76.0%
  - Classified salaries 69.3%
  - Admin. salaries 67.3%
  - Benefits 69.1%
  - Fixed expenses 65.4%
  - Other operating 72.6%
  - Capital/other outgo 55.0%

- PT faculty salaries are our vulnerable expense and requires close monitoring
3/31 YTD Expenditure Comparison

- **2012/13**
  - $46.9M budgeted
  - $34.5M actual YTD
  - 73.6% of budget
  - 88.0% of YTD for salaries and benefits

- **2013/14**
  - $47.6M budgeted
  - $33.8M actual YTD
  - 71.0% of budget
  - 86.0% of YTD for salaries and benefits
Salaries decreased because there has been a delay in hiring vacant positions

Benefits are flat due to increased costs offset by vacant positions

Earlier transfers for other outgo are causing Other Expenditures to be higher than this time last year

With 71.0% of budget spent to date, it is reasonable to expect we are on a path to meet budget
Overview

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- Supplemental Information
# Sources and Uses of Funds

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<tr>
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<th>ADOPTION BUDGET</th>
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<th>3/31/13 % BUDGET</th>
<th>ADOPTION BUDGET</th>
<th>3/31/14 YTD ACTUAL</th>
<th>3/31/14 % BUDGET</th>
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<td><strong>SOURCES OF FUNDS</strong></td>
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<td>BEGINNING FUND BALANCE</td>
<td>$ 5,141,778</td>
<td>$ 5,141,778</td>
<td>$ 3,959,503</td>
<td>$ 3,959,503</td>
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<td><strong>REVENUES</strong></td>
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<tr>
<td>PROGRAM-BASED FUNDING</td>
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<td>25,064,407</td>
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</tr>
<tr>
<td>FEDERAL</td>
<td>250</td>
<td>161</td>
<td>64.4%</td>
<td>1,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>OTHER STATE</td>
<td>868,731</td>
<td>422,574</td>
<td>48.6%</td>
<td>1,392,760</td>
<td>678,887</td>
<td>48.7%</td>
</tr>
<tr>
<td>OTHER LOCAL</td>
<td>1,230,000</td>
<td>1,002,854</td>
<td>81.5%</td>
<td>1,102,972</td>
<td>1,045,630</td>
<td>94.8%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>44,758,409</td>
<td>26,489,996</td>
<td>59.2%</td>
<td>46,803,760</td>
<td>27,767,547</td>
<td>59.3%</td>
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<td><strong>TOTAL SOURCES</strong></td>
<td>49,900,187</td>
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<tr>
<td>SALARIES</td>
<td>28,294,473</td>
<td>21,605,859</td>
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<td>27,993,676</td>
<td>20,388,621</td>
<td>72.8%</td>
</tr>
<tr>
<td>BENEFITS</td>
<td>12,349,656</td>
<td>8,778,766</td>
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<td>12,632,638</td>
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<td>69.1%</td>
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<tr>
<td><strong>TOTAL SALARIES &amp; BENEFITS</strong></td>
<td>40,644,129</td>
<td>30,384,625</td>
<td>74.8%</td>
<td>40,626,314</td>
<td>29,112,013</td>
<td>71.7%</td>
</tr>
<tr>
<td>FIXED EXPENSES</td>
<td>2,342,000</td>
<td>1,488,252</td>
<td>63.5%</td>
<td>2,439,230</td>
<td>1,595,552</td>
<td>65.4%</td>
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<tr>
<td>OTHER OPERATING</td>
<td>3,153,979</td>
<td>2,031,914</td>
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<td>3,510,873</td>
<td>2,549,308</td>
<td>72.6%</td>
</tr>
<tr>
<td>CAPITAL OUTLAY</td>
<td>226,287</td>
<td>249,999</td>
<td>110.5%</td>
<td>358,181</td>
<td>90,901</td>
<td>25.4%</td>
</tr>
<tr>
<td>OTHER OUTGO</td>
<td>549,875</td>
<td>356,540</td>
<td>64.8%</td>
<td>711,130</td>
<td>498,281</td>
<td>70.1%</td>
</tr>
<tr>
<td><strong>TOTAL OTHER EXPENSES</strong></td>
<td>6,272,141</td>
<td>4,126,705</td>
<td>65.8%</td>
<td>7,019,414</td>
<td>4,734,042</td>
<td>67.4%</td>
</tr>
<tr>
<td><strong>TOTAL USES</strong></td>
<td>46,916,270</td>
<td>34,511,330</td>
<td>73.6%</td>
<td>47,645,728</td>
<td>33,846,055</td>
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<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
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<td>$ (2,879,556)</td>
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<td>$ 3,117,535</td>
<td>$ (2,119,005)</td>
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# Sources of Funds

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<td>$268,463</td>
<td>$136,016</td>
<td>50.7%</td>
<td>$265,241</td>
<td>$135,472</td>
<td>51.1%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>268,463</td>
<td>136,016</td>
<td>50.7%</td>
<td>265,241</td>
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<td><strong>PROPERTY TAXES</strong></td>
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<td>SECURED</td>
<td>38,771,425</td>
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<td>39,960,865</td>
<td>22,285,417</td>
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<td>NON-RESIDENCE INSURANCE</td>
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<td>56,454</td>
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<tr>
<td>MISCELLANEOUS</td>
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<td>192,000</td>
<td>169,124</td>
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# Salaries

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<td>INSTRUCTORS-REGULAR</td>
<td>$ 9,141,654</td>
<td>$ 5,769,744</td>
<td>63.1%</td>
<td>$ 8,671,401</td>
<td>$ 5,205,482</td>
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</tr>
<tr>
<td>INSTRUCTORS-HOURLY</td>
<td>5,076,713</td>
<td>5,483,112</td>
<td>108.0%</td>
<td>5,330,614</td>
<td>5,406,352</td>
<td>101.4%</td>
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<tr>
<td>NON-INSTRUCTORS-REGULAR</td>
<td>1,294,731</td>
<td>940,511</td>
<td>72.6%</td>
<td>1,207,968</td>
<td>654,857</td>
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<tr>
<td>NON-INSTRUCTORS-HOURLY</td>
<td>412,594</td>
<td>519,759</td>
<td>126.0%</td>
<td>371,582</td>
<td>570,623</td>
<td>153.6%</td>
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<tr>
<td><strong>FACULTY</strong></td>
<td><strong>15,925,692</strong></td>
<td><strong>12,713,126</strong></td>
<td><strong>79.8%</strong></td>
<td><strong>15,581,565</strong></td>
<td><strong>11,837,314</strong></td>
<td><strong>76.0%</strong></td>
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<tr>
<td><strong>CLASSIFIED</strong></td>
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<tr>
<td>STAFF - REGULAR</td>
<td>8,236,620</td>
<td>5,696,894</td>
<td>69.2%</td>
<td>8,015,554</td>
<td>5,597,853</td>
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<tr>
<td>INSTRUCTIONAL - REGULAR</td>
<td>1,056,162</td>
<td>724,635</td>
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<td>988,556</td>
<td>705,891</td>
<td>71.4%</td>
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<tr>
<td>HOURLY INST./NON INST.</td>
<td>496,900</td>
<td>542,182</td>
<td>109.1%</td>
<td>834,831</td>
<td>510,587</td>
<td>61.2%</td>
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<td>OVERTIME</td>
<td>113,460</td>
<td>96,512</td>
<td>85.1%</td>
<td>145,485</td>
<td>102,039</td>
<td>70.1%</td>
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<td><strong>CLASSIFIED</strong></td>
<td><strong>9,903,142</strong></td>
<td><strong>7,060,223</strong></td>
<td><strong>71.3%</strong></td>
<td><strong>9,984,426</strong></td>
<td><strong>6,916,370</strong></td>
<td><strong>69.3%</strong></td>
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<tr>
<td><strong>ADMINISTRATORS</strong></td>
<td></td>
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<tr>
<td>ACADEMIC</td>
<td>1,931,966</td>
<td>1,360,503</td>
<td>70.4%</td>
<td>1,595,142</td>
<td>1,081,678</td>
<td>67.8%</td>
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<tr>
<td>CLASSIFIED</td>
<td>533,673</td>
<td>472,007</td>
<td>88.4%</td>
<td>832,543</td>
<td>553,259</td>
<td>66.5%</td>
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<tr>
<td><strong>ADMINISTRATORS</strong></td>
<td><strong>2,465,639</strong></td>
<td><strong>1,832,510</strong></td>
<td><strong>74.3%</strong></td>
<td><strong>2,427,685</strong></td>
<td><strong>1,634,937</strong></td>
<td><strong>67.3%</strong></td>
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<tr>
<td><strong>TOTAL SALARIES</strong></td>
<td><strong>$ 28,294,473</strong></td>
<td><strong>$ 21,605,859</strong></td>
<td><strong>76.4%</strong></td>
<td><strong>$ 27,993,676</strong></td>
<td><strong>$20,388,621</strong></td>
<td><strong>72.8%</strong></td>
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# Benefits

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<tr>
<td><strong>PUBLIC RETIREMENT</strong></td>
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<td>STRS</td>
<td>$1,317,706</td>
<td>$1,063,787</td>
<td>80.7%</td>
<td>$1,334,400</td>
<td>$938,279</td>
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<tr>
<td>PERS</td>
<td>1,922,148</td>
<td>1,352,514</td>
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<td>1,913,780</td>
<td>1,332,923</td>
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<tr>
<td>FICA</td>
<td>736,515</td>
<td>513,158</td>
<td>69.7%</td>
<td>732,786</td>
<td>529,919</td>
<td>72.3%</td>
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<td>MEDICARE</td>
<td>379,146</td>
<td>294,782</td>
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<td>405,910</td>
<td>288,970</td>
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<td>UNEMPLOYMENT</td>
<td>452,324</td>
<td>250,858</td>
<td>55.5%</td>
<td>73,997</td>
<td>34,511</td>
<td>46.6%</td>
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<td>WORKERS COMP. INS.</td>
<td>350,851</td>
<td>270,393</td>
<td>77.1%</td>
<td>416,406</td>
<td>253,645</td>
<td>60.9%</td>
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<td><strong>COST OF FACULTY SERP</strong></td>
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<td></td>
<td></td>
<td>145,814</td>
<td></td>
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<td>414,119</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td>5,158,690</td>
<td>75.4%</td>
<td>5,291,398</td>
<td>3,789,776</td>
<td>71.6%</td>
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<td><strong>HEALTH PROTECTION</strong></td>
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<tr>
<td>MEDICAL</td>
<td>7,190,966</td>
<td>4,887,460</td>
<td>68.0%</td>
<td>7,341,240</td>
<td>4,933,616</td>
<td>67.2%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>7,190,966</td>
<td>4,887,460</td>
<td>68.0%</td>
<td>7,341,240</td>
<td>4,933,616</td>
<td>67.2%</td>
</tr>
<tr>
<td><strong>TOTAL BENEFITS</strong></td>
<td>$12,349,656</td>
<td>$8,778,766</td>
<td>71.1%</td>
<td>$12,632,638</td>
<td>$8,723,392</td>
<td>69.1%</td>
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## Fixed Expenses

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<tr>
<td><strong>UTILITIES</strong></td>
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<tr>
<td>SEWER SERVICE</td>
<td>$ 80,000</td>
<td>$ 89,300</td>
<td>111.6%</td>
<td>$ 98,230</td>
<td>$ 84,371</td>
<td>85.9%</td>
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<tr>
<td>TELEPHONE</td>
<td>120,000</td>
<td>77,020</td>
<td>64.2%</td>
<td>108,000</td>
<td>80,371</td>
<td>74.4%</td>
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<tr>
<td>WATER</td>
<td>126,000</td>
<td>99,540</td>
<td>79.0%</td>
<td>170,000</td>
<td>111,029</td>
<td>65.3%</td>
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<tr>
<td>GAS &amp; ELECTRICITY</td>
<td>1,516,000</td>
<td>779,616</td>
<td>51.4%</td>
<td>1,516,000</td>
<td>869,858</td>
<td>57.4%</td>
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<tr>
<td>PEST CONTROL</td>
<td>80,000</td>
<td>45,088</td>
<td>56.4%</td>
<td>74,000</td>
<td>54,901</td>
<td>74.2%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$ 2,342,000</td>
<td>$ 1,488,252</td>
<td>63.5%</td>
<td>$ 2,439,230</td>
<td>$ 1,595,552</td>
<td>65.4%</td>
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**INSURANCE**

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<tbody>
<tr>
<td>INSURANCE</td>
<td>420,000</td>
<td>397,688</td>
<td>94.7%</td>
<td>473,000</td>
<td>395,022</td>
<td>83.5%</td>
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4/15/14
## Other Operating Expenses

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</thead>
<tbody>
<tr>
<td>SUPPLIES &amp; MATERIALS</td>
<td>$ 579,318</td>
<td>$ 386,889</td>
<td>66.8%</td>
<td>$ 600,900</td>
<td>$ 376,062</td>
<td>62.6%</td>
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<tr>
<td>PERSONAL SVCE, LECTURE</td>
<td>84,166</td>
<td>56,547</td>
<td>67.2%</td>
<td>100,000</td>
<td>60,989</td>
<td>61.0%</td>
</tr>
<tr>
<td>TRAVEL &amp; CONFERENCE</td>
<td>125,475</td>
<td>94,130</td>
<td>75.0%</td>
<td>144,162</td>
<td>79,022</td>
<td>54.8%</td>
</tr>
<tr>
<td>DUES &amp; MEMBERSHIP</td>
<td>104,525</td>
<td>61,976</td>
<td>59.3%</td>
<td>100,000</td>
<td>79,322</td>
<td>79.3%</td>
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<tr>
<td>LEGAL</td>
<td>150,000</td>
<td>140,308</td>
<td>93.5%</td>
<td>150,000</td>
<td>430,244</td>
<td>286.8%</td>
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<tr>
<td>AUDITS &amp; ELECTION</td>
<td>92,500</td>
<td>82,000</td>
<td>88.6%</td>
<td>301,750</td>
<td>273,539</td>
<td>90.7%</td>
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<td>CONTRACTED SERVICES</td>
<td>1,504,860</td>
<td>734,723</td>
<td>48.8%</td>
<td>1,302,977</td>
<td>934,944</td>
<td>71.8%</td>
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<tr>
<td>POSTAGE</td>
<td>75,413</td>
<td>47,702</td>
<td>63.3%</td>
<td>90,000</td>
<td>54,834</td>
<td>60.9%</td>
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<tr>
<td>PRINTING &amp; PUBLICATION</td>
<td>95,055</td>
<td>48,362</td>
<td>50.9%</td>
<td>85,000</td>
<td>49,203</td>
<td>57.9%</td>
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<tr>
<td>RENTAL &amp; LEASES</td>
<td>41,378</td>
<td>24,779</td>
<td>59.9%</td>
<td>50,000</td>
<td>14,116</td>
<td>28.2%</td>
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<tr>
<td>RECRUITMENT</td>
<td>154,110</td>
<td>125,870</td>
<td>81.7%</td>
<td>190,000</td>
<td>158,732</td>
<td>83.5%</td>
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<tr>
<td>OTHER DISTRICT-WIDE EXP.</td>
<td>142,666</td>
<td>225,020</td>
<td>157.7%</td>
<td>388,334</td>
<td>34,278</td>
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<tr>
<td>MISCELLANEOUS</td>
<td>4,513</td>
<td>3,608</td>
<td>79.9%</td>
<td>7,750</td>
<td>4,023</td>
<td>51.9%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 3,153,979</strong></td>
<td><strong>$ 2,031,914</strong></td>
<td><strong>64.4%</strong></td>
<td><strong>$ 3,510,873</strong></td>
<td><strong>$ 2,549,308</strong></td>
<td><strong>72.6%</strong></td>
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## Capital Outlay and Other Outgo

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<tr>
<td><strong>CAPITAL OUTLAY</strong></td>
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<tr>
<td>Library Books/Periodicals</td>
<td>$51,712</td>
<td>$58,899</td>
<td>113.9%</td>
<td>$75,000</td>
<td>$38,176</td>
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<td>Equipment New &amp; Leased</td>
<td>174,575</td>
<td>191,100</td>
<td>109.5%</td>
<td>283,181</td>
<td>52,725</td>
<td>18.6%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$226,287</td>
<td>$249,999</td>
<td>110.5%</td>
<td>$358,181</td>
<td>$90,901</td>
<td>25.4%</td>
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<tr>
<td><strong>OTHER OUTGO</strong></td>
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<tr>
<td>Interfund/Intrafund Transfers:</td>
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<tr>
<td>Instruct. Support-Lab School</td>
<td>$190,202</td>
<td>$113,472</td>
<td>59.7%</td>
<td>$173,000</td>
<td>$138,744</td>
<td>80.2%</td>
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<td>Child Care Fund</td>
<td>29,685</td>
<td>78,500</td>
<td>n/a</td>
<td>62,908</td>
<td>50,451</td>
<td>80.2%</td>
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<tr>
<td>DSPS</td>
<td>-</td>
<td>n/a</td>
<td>171,928</td>
<td>108,564</td>
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<tr>
<td>Puente</td>
<td>102,265</td>
<td>55,204</td>
<td>n/a</td>
<td>91,000</td>
<td>48,780</td>
<td>53.6%</td>
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<tr>
<td>BFAP/FA</td>
<td>110,408</td>
<td>51,133</td>
<td>n/a</td>
<td>110,408</td>
<td>84,344</td>
<td>76.4%</td>
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<td>Student Success-Credit</td>
<td>45,658</td>
<td>30,902</td>
<td>n/a</td>
<td>45,658</td>
<td>n/a</td>
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<tr>
<td>Student Success-Noncredit</td>
<td>61,804</td>
<td>22,829</td>
<td>n/a</td>
<td>27,834</td>
<td>35,395</td>
<td>127.2%</td>
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<tr>
<td>Single Stop</td>
<td>9,037</td>
<td>n/a</td>
<td>27,347</td>
<td>16,197</td>
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<tr>
<td>ASCOM</td>
<td>-</td>
<td>15,000</td>
<td>n/a</td>
<td></td>
<td>n/a</td>
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<tr>
<td>Miscellaneous</td>
<td>816</td>
<td>4,500</td>
<td>1,047</td>
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<td>806</td>
<td>77.0%</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$549,875</td>
<td>$356,540</td>
<td>64.8%</td>
<td>$711,130</td>
<td>$498,281</td>
<td>70.1%</td>
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</table>
Modernization Director’s Report to Board of Trustees
April 15, 2014

BUDGET UPDATE

Bond spending plan: $260.3 million ($249.5 m bond, $10.8 m interest)
Reserves: $3,279,336, of which $2,800,000 is allocated to IVC
Expended to date: $223.3 million (85.8% of bond spending plan)
  • Assessment $  5.5 million
  • Planning/design $  75.6 million
  • Construction $142.2 million

Summary of modernization items in this agenda:

Consent (all routine items not requiring resolution or discussion): ($839,141.48)

Ratify / Approve Modernization Contracts, Changes and Amendments
  • Four (4) new construction contracts for ratification ($17,605.85)
  • Two (2) construction change orders for approval ($160,443)
  • Ten (10) professional service amendments for ratification ($712,716.63)
  • Two (2) professional services agreement for approval ($36,176)

Action (items requiring resolution or discussion): ($120,000)
  • Austin Science Alterations 301B
    Approve Authorization to Bid and Pre- Authorization to Award a Construction Contract
    & Approve updated project name.

  • Approval of Citizens’ Oversight Committee Members

Net value of new contracts / changes / amendments in this agenda: ($959,141.48)

CURRENT DESIGN

Kentfield ADA projects:

We have received DSA approval. The plans were approved with a one-to-one replacement of fire alarm devices, which should not increase the bids significantly. The construction estimate for the project stands at $1,562,327.00. The bid period has begun and bids are due May 1st. Construction start is forecasted for May 26 with completion of all interior work completed.
before Fall semester begins. We will have contingency plans in place for rest rooms if we experience unforeseen delays.

**CURRENT CONSTRUCTION**

**Academic Center:**

Work on the super structure continued with metal decking, stairs, and concrete walls & slabs. The schedule continues to be impacted by rain. We are evaluating the effect on the schedule and will formalize an extension in completion date after the rains. We still forecast a spring 2016 completion timeframe.

We present change order #4 for approval this report period in the amount of $169,952. A summary of the types of items in this change are:

- Underground utilities, foundation work & piles
- Minor site electrical, irrigation & protection
- Waterproofing
- Support connections
- Minor piping, valve & duct work changes

Change orders are now at 3.0% of the construction contract.

**Fine Arts Weatherization:**

Installation of the steel canopies is complete; glazing installation will follow. We are slightly behind schedule due to the substitution of the glazing subcontractor; however this has no cost impact.

**CLOSEOUT**

**Performing Arts:**

Work continues on classroom Audio Visual improvements.

**Science, Math & Nursing:**

We continue work with the users on fine tuning the building.
**2.1 Schedule**

**Marin Community College District - College of Marin**

*Includes BSP approved on January 21, 2014*

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<td>305A</td>
<td>$4,187,802</td>
<td>$6,617,000</td>
<td>$6,617,000</td>
<td>$6,617,000</td>
<td>$7,372,518</td>
<td>$7,428,518</td>
<td>$7,329,874</td>
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<td>99%</td>
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<td>306C</td>
<td>$1,732,886</td>
<td>$1,849,800</td>
<td>$2,047,000</td>
<td>$2,149,459</td>
<td>$2,149,459</td>
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<td>99%</td>
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<tr>
<td>306A</td>
<td>$1,052,468</td>
<td>$1,578,000</td>
<td>$1,678,000</td>
<td>$1,891,978</td>
<td>$1,891,978</td>
<td>$15,308,022</td>
<td>$1,845,100</td>
<td>100%</td>
<td>98%</td>
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</tbody>
</table>

**Current Quarter**

- **305A - Science Math Central Plant Complex - see note 1**
  - NTP Jun 2010; Subst Compl Dec 2012
  - Current Schedule (% of current phase): 99%
  - Current expenditures (% of budget): 100%

- **306C New Fine Arts Building - see note 2**
  - NTP Aug 2009; Subst Compl Jan 2011
  - Current Schedule (% of current phase): 100%
  - Current expenditures (% of budget): 100%

- **306A Performing Arts Modernization - see note 3**
  - NTP Feb 2011; Subst Compl Dec 2012
  - Current Schedule (% of current phase): 100%
  - Current expenditures (% of budget): 99%
**1 Schedule**

**Marin Community College District - College of Marin**

Includes BSP approved on January 21, 2014

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<tbody>
<tr>
<td>Q1</td>
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<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
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<tr>
<td>Design</td>
<td>Construction</td>
<td>Current Expenditures</td>
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<table>
<thead>
<tr>
<th>Current Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q3</td>
</tr>
</tbody>
</table>

**88 Diamond PE Center Alterations - see note 4**

| Oct 2006 Schedule/Budget | $2,100,503 | $19,220,368 | $21,320,871 |
| Feb 2007 Schedule/Budget | $2,149,258 | $20,255,577 | $22,404,835 |
| Mar 2009 Schedule/Budget | $2,149,258 | $20,255,577 | $22,404,835 |
| Jan 2010 Schedule/Budget | $2,612,211 | $18,613,882 | $21,226,073 |
| Aug 2012 Schedule/Budget | $2,600,406 | $18,594,706 | $21,198,112 |

Current Schedule (% of current phase) | 100% | 100% | 100%

Current expenditures (% of budget) | 100% | NTP Aug 2008; Subst Compl Aug 2009

$2,600,406 | $18,594,706

**2A Transportation Technology Complex - see note 5**

| Oct 2006 Schedule/Budget | $654,284 | $6,032,520 | $6,686,804 |
| Feb 2007 Schedule/Budget | $1,464,750 | $11,578,076 | $13,042,826 |
| Nov 2009 Schedule/Budget | $1,464,750 | $11,578,076 | $13,042,826 |
| Mar 2011 Schedule/Budget | $1,475,880 | $10,215,841 | $11,691,721 |

Current Schedule (% of current phase) | 100% | 100% | 100%

Current expenditures (% of budget) | 99% | 98%

$1,468,103 | $9,961,883

**7A Main Building Complex - see note 6**

| Oct 2006 Schedule/Budget | $2,119,150 | $19,474,558 | $21,593,708 |
| Feb 2007 Schedule/Budget | $2,410,000 | $19,890,000 | $22,300,000 |
| Nov 2009 Schedule/Budget | $2,410,000 | $19,890,000 | $22,300,000 |
| Apr 2010 Schedule/Budget | $2,410,000 | $19,196,600 | $21,606,600 |
| Mar 2011 Schedule/Budget | $2,108,913 | $18,097,687 | $20,204,600 |
| Aug 2012 Schedule/Budget | $2,077,143 | $18,019,307 | $20,096,450 |

Current Schedule (% of current phase) | 100% | 100% | 100%

Current expenditures (% of budget) | 99% | 99%

$2,073,621 | $17,985,054
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Current Schedule (% of current phase)</th>
<th>Current expenditures (% of budget)</th>
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</thead>
<tbody>
<tr>
<td>303B New Academic Center - see note 7</td>
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</tr>
<tr>
<td>Oct 2006 Schedule/Budget</td>
<td>100%</td>
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<tr>
<td>Feb 2007 Schedule/Budget</td>
<td>98%</td>
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<tr>
<td>Nov 2009 Schedule/Budget</td>
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<td>Jan 2010 Schedule/Budget</td>
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<tr>
<td>Mar 2011 Schedule/Budget</td>
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<td></td>
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<tr>
<td>Dec 2011 Schedule/Budget</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Aug 2013 Schedule/Budget</td>
<td>98%</td>
<td></td>
</tr>
<tr>
<td>Current Schedule (% of current phase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current expenditures (% of budget)</td>
<td>98%</td>
<td></td>
</tr>
<tr>
<td>$3,530,000</td>
<td>$3,802,968</td>
<td>NTP Jun14; SC Nov14</td>
</tr>
<tr>
<td>301B Austin Science Alterations (structural) project - see note 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Jan 2014 Schedule/Budget</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Current Schedule (% of current phase)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current expenditures (% of budget)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>$5,330,000</td>
<td>$14,600</td>
<td>NTP Jan15; SC Nov15</td>
</tr>
<tr>
<td>303C Child Study Center</td>
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<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Dec 2011 Schedule/Budget</td>
<td>99%</td>
<td></td>
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<tr>
<td>Aug 2012 Schedule/Budget</td>
<td>98%</td>
<td></td>
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<tr>
<td>Current Schedule (% of current phase)</td>
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<td></td>
</tr>
<tr>
<td>Current expenditures (% of budget)</td>
<td>98%</td>
<td></td>
</tr>
<tr>
<td>$3,530,000</td>
<td>$14,600</td>
<td></td>
</tr>
<tr>
<td>306D Fine Arts Weatherization &amp; Mechanical Remediation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec 2011 Schedule/Budget</td>
<td>100%</td>
<td></td>
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<tr>
<td>Aug 2012 Schedule/Budget</td>
<td>99%</td>
<td></td>
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<tr>
<td>Current Schedule (% of current phase)</td>
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<td>Current expenditures (% of budget)</td>
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<tr>
<td>$3,530,000</td>
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### 1 Schedule

Marin Community College District - College of Marin

**Note:** BSP approved on January 21, 2014

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<thead>
<tr>
<th>Design</th>
<th>Construction</th>
<th>Current Expenditures</th>
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#### 2.1 Schedule

**Marin Community College District - College of Marin**

Includes BSP approved on January 21, 2014

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<th>Q4</th>
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<td>$1,000,000</td>
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#### 3A ADA Upgrades KTD - see note 11

- Mar 2011 Schedule/Budget
- Jan 2014 Schedule/Budget
- Current Schedule (% of current phase)
- Current expenditures (% of budget)

<table>
<thead>
<tr>
<th>Year</th>
<th>Q3</th>
<th>Q4</th>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
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<th>Q4</th>
<th>Q1</th>
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<td>$636,900</td>
<td>$1,000,000</td>
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<td>55%</td>
<td>7.5%</td>
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</tbody>
</table>

#### 3B LRC Voluntary Seismic Upgrade

- Jan 2014 Schedule/Budget
- Current Schedule (% of current phase)
- Current expenditures (% of budget)

<table>
<thead>
<tr>
<th>Year</th>
<th>Q3</th>
<th>Q4</th>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
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<th>Q1</th>
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<tr>
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<tr>
<td>5%</td>
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<td>NTP</td>
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</table>

#### 5B New Utility Building

- Jan 2014 Schedule/Budget
- Current Schedule (% of current phase)
- Current expenditures (% of budget)

<table>
<thead>
<tr>
<th>Year</th>
<th>Q3</th>
<th>Q4</th>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
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<th>Q4</th>
<th>Q1</th>
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<th>Q3</th>
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<tbody>
<tr>
<td>$27,500</td>
<td>$572,500</td>
<td>$600,000.00</td>
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<td>0%</td>
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</tbody>
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**Notes:**

1. SMCP project (305A) is substantially complete and occupied.
2. FA Project (306C) budget increased in June BSP to accommodate additional equipment requests and infrastructure adjustments.
3. PA project (306A); is substantially complete and final FF&E is being installed.
4. PE project (308B) is complete
5. TransTech (402A) is complete
6. Main Bldg (417A) is complete
7. NAC project (303B) in construction
8. LRC project (302B) funding was reallocated to other projects.
9. FH project (304A) funding was reallocated to other projects.
10. Austin Science Alterations (Structural) project (301B) initiated on March 15, 2011; includes Phase I - Swing Space and Phase II - Structural (Voluntary Upgrade).
11. Austin Science Alterations (Structural) project (301B) initiated on March 15, 2011; includes Phase I - Swing Space and Phase II - Structural (Voluntary Upgrade).

11. The current schedule and expenditures reflects the recent ADA Pathway project completion; the new ADA work is currently being reviewed at DSA with an estimated construction start date of May 2014.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Geothermal design, submittal review and construction administration for the New Academic Center project. (303B)</td>
<td>8/31/2014</td>
<td>Amendment 46</td>
<td>In Progress</td>
</tr>
<tr>
<td>Additional services for updating landmark underground utility mapping; website &amp; mapping maintenance. (303B &amp; 803A)</td>
<td>8/31/2014</td>
<td>Amendment 48</td>
<td>In Progress</td>
</tr>
<tr>
<td>C. ED2 International (Fine Arts Weatherization)</td>
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<tr>
<td>Long Form Contract includes: programming phase, schematic design phase, design development phase, construction document phase, bidding, construction &amp; close out; FA Weatherization (306D)</td>
<td>11/1/2011 - 12/31/2013</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>D. ED2 International (Science / Math / Central Plant)</td>
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<tr>
<td>Long Form Contract - Construction Closeout Phase</td>
<td>8/7/2010-12/31/2012</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>F. HKIT (Hardison, Komatsu, Ivelich &amp; Tucker) (Transportation Technology Center/Child Study Center)</td>
<td></td>
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</tr>
<tr>
<td>Long Form Contract for Child Study Center Project 303C</td>
<td>10/1/2010-11/30/2013</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>Approval process for retention of Portable Village; PE Complex Portables (850F)</td>
<td>2/1/2014-12/31/2014</td>
<td>Amendment 5t</td>
<td>In progress</td>
</tr>
<tr>
<td>G. Kate Keating Associates, Inc. (District Signage Consultant)</td>
<td></td>
<td></td>
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<tr>
<td>Design service for Building Mounted Acknowledgement Plaque; Replace IVC to &quot;Library&quot;; Kentfield Campus map-identify construction zones</td>
<td>8/15/2014</td>
<td>Amendment 7</td>
<td>In progress</td>
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<tr>
<td>NAC 303B- Interior &amp; Exterior signage design for the New Academic Center</td>
<td>6/30/2015</td>
<td>Amendment 9</td>
<td>In progress</td>
</tr>
<tr>
<td>H. Marcy Wong and Donn Logan (FA / PA Buildings)</td>
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<tr>
<td>Long Form Contract- Construction Closeout Phase</td>
<td>5/01/2011 to 12/12/2012</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>J. Royston Hanamoto Alley &amp; Abey (District Landscape Consultant)</td>
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<tr>
<td>Landscape design for new ADA ramp/pathway adjacent to LRC and SS bldgs. NAC site tree removal and replanting site coordination</td>
<td>5/15/2014</td>
<td>Amendment 19</td>
<td>In progress</td>
</tr>
<tr>
<td>Update of District Tree Program on KTD campus (807A)</td>
<td>5/15/2014</td>
<td>Amendment 24</td>
<td>In progress</td>
</tr>
<tr>
<td>K. TLCD Architecture (New Academic Center)</td>
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</tr>
<tr>
<td>Long Form Contract includes: programming phase, schematic design phase, design development phase, construction document phase, bidding, construction &amp; close out; NAC Project 303B</td>
<td>9/11/2015</td>
<td>Long Form Contract</td>
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</tr>
<tr>
<td>Architectural and Landscape service to develop Great Lawn concepts presented to BOT and refine design in preparation for group meetings; peer review costs for building waterproofing details</td>
<td>6/15/2014</td>
<td>Amendment 4</td>
<td>In progress</td>
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</table>