BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MAY 17, 2011
The Board shall act on posted items and shall not deliberate items that are not on the posted agenda.

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

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

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

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

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

2. Closed Session: To consider and/or take action upon any of the following items:
   (a) With respect to every item of business to be discussed in closed session pursuant to
       Section 54957.6:
       CONFERENCES WITH LABOR NEGOTIATOR
       Relative to the following organizations representing employees: United Professors of Marin
       (AFT/UPM), California School Employees Association (CSEA), Service Employees International
       Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
       Agency Negotiators: Larry Frierson
       Bruce Held
   (b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section
       54956.9:
       CONFERENCES WITH LEGAL COUNSEL-Potential & Existing Litigation
       Seven – Mize-Huron vs. Marin CCD (California Court of Appeal)
       UPM/T. Fung, P. Christensen vs. MCCD Grievance
       SEIU vs. MCCD Grievance [Police Officers – Donning & Doffing]
       UPM/Ordin vs. MCCD Grievance
       UPM/Jones vs. MCCD (Overload)
       SEIU vs. MCCD Grievance (contracting out)
       G. Adams/UPM vs. MCCD (Overload Grievance)
   (c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/SEPARATION

3. Recess to Open Session

REGULAR MEETING AGENDA
6:30 p.m. – Cafeteria, Deedy Student Services
       Kentfield Campus

B. Reconvene to Regular Meeting

1. Call to Order, Roll Call and Adoption of Agenda
3. Citizens’ Requests to Address the Board on Non-Agenda Items (3 minutes each)
4. Chief Executive Officer's Report (25 minutes)
   a. Student Success — Single Stop
   b. Accreditation Update
   c. Update on Tentative Budget (Al Harrison & Peggy Isozaki)

5. Commendation Resolutions (Roll Call Vote)
   a. Resolution in Support of Classified School Employees Week
   b. Resolution in Recognition of Nathaniel Parker's Service as Student Trustee
   c. Commendation Resolution for Roz Hartman

6. Academic Senate Report (5 minutes)

7. Classified Senate Report (5 minutes)

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

9. Board Study Session
   a. Disabled Students Program and Budget (Angelina Duarte)

10. Consent Calendar Items (Roll Call Vote)
    A. Calendar of Upcoming Meetings
        Location Change: The August 23 Board meeting will be held in the Kentfield cafeteria
    B. Approve Classified Personnel Recommendations
        1. Appointment of Classified Personnel
        2. Appointment of Hourly Personnel
        3. Temporary Reassignment of Classified Personnel
        4. Temporary Increase/Decrease in Assignment of Classified Personnel
    C. Approve Academic Personnel Recommendations
        1. Sabbatical Leave Replacement
        2. Appointment of Temporary Community Education and Services Instructors for Spring 2011
    D. Approve Short-Term Hourly Positions
    E. Budget Transfers – Month of April – FY 2010/11
    F. Warrant Approval
    G. Approve Revised Board Policies – BP1.4a (Review institutional needs and assess institutional effectiveness, using Program Review, Administrative Planning and Assessment, the Strategic Plan and the Educational Master Plan)
       • BP 3540 Sexual and Other Assaults on Campus
       • BP 3920 Communication with the Public
       • BP 4103 Work Experience
• BP 4400 Community Service Courses
• BP 4675 Programs for Older Adult Students (Emeritus College)
• BP 5130 Financial Aid
• BP 5180 Job Placement
• BP 5450 Emeritus Students College of Marin
• BP 5500 Standards of Conduct
• BP 7270 Student Employees
• BP 7335 Health Exams

H. Modernization (Measure C) - *BP3.1 (Keep modernization program on track)*
   1. Ratify/Approve Modernization Contracts, Changes and Amendments
      ($2,516,423.49)
   2. Approve Subcontractor Substitution Request (sheet metal work)
      Performing Arts Building Modernization Project (#306A)
      Midstate Construction Corporation – ($0) (sheet metal work)

11. Other Action Items (10 minutes)
   A. Modernization (Measure C) - *BP3.1 (Keep modernization program on track)*
      1. Approve New Professional Services Agreement
         PE Track Renovation Project (#308G)
         Verde Design, Inc. – Landscape Design Services for Track Renovation
      2. Approve Authorization to Bid
         PE Track Renovation Project (#308G)
      3. Approve Pre-Authorization to Award Construction Contract to General Contractor
         and Approve Pre-Authorization to Enter into a California Multiple Awards Schedule
         (CMAS) Contract
         PE Track Renovation Project (#308G)
   B. Approve Agreement with Fresh & Natural Food Service Group – Food Services
   C. Approve USCF School of Dentistry Experience Agreement
   D. Approve Nursing Experience Agreement with Marin General Hospital
   E. Approve Short-Term Ground Lease Agreements with Team Ghilotti Inc. and
      Fedco Construction Inc.
   F. Approve Agreement with Community College League of California Board Policy and
      Procedures Consultation Services – Year 5
   G. Approve Citizens’ Oversight Committee Members
   H. Approve Technology Plan Consultant

Resolutions (Roll Call Vote)

I. Resolution Proposing an Election be Held in its Jurisdiction; Requesting the Board of
   Supervisors to Consolidate with any Other Election Conducted on Said Date, and Requesting
   Election Services by the Registrar of Voters

12. Board Policy Review (1st Reading) - *BP1.4a (Review institutional needs and assess institutional
    effectiveness, using Program Review, Administrative Planning and Assessment, the
    Strategic Plan and the Educational Master Plan)*

None
13. Board Reports and/or Requests (15 minutes)
   a. Legislative Report
   b. Committee Chair Reports
      1. Board Self-Evaluation Committee
   c. Individual Reports and/or Requests

14. Approval of Minutes (2 minutes)
   • Minutes of April 19, 2011 Board Meeting

15. Information Items (see written reports)
   A. Contracts and Agreement for Services Report — April, 2011 — BP1 (Fiscal Accountability)
   B. Modernization Update — BP3.1 (Keep modernization program on track)
      1. Director’s Report – BP3.1 (Keep modernization program on track)
      2. Contract Milestones Report through April, 2011 – BP3.1 (Keep modernization program on track)
      3. Schedule – BP3.1 (Keep modernization program on track)
      5. CEQA Review — Notice of Exemption of PE Track Renovation Project (#308G)
   C. Calendar of Special Events
      May 19, 2011 — Retiree Reception – 4:00 to 6:00 p.m., Marin Art and Garden Center, 30 Sir Francis Drake Blvd., Ross
      May 20, 2011 — 5th Annual Transfer Recognition Reception – 5:30 p.m.
                  Kentfield Cafeteria
      May 26, 2011 — Employee Recognition Luncheon – noon
                  Green area in front of Fusselman Hall
      May 26, 2011 — Golden Bell Awards – 4:30 p.m., Dominican University
      May 26, 2011 — COM Nurses Pinning Ceremony – 6:00 p.m., Fine Arts Theater
      May 27, 2011 — COM Foundation Scholarship Awards Ceremony – 5:00 p.m.
                  Kentfield Cafeteria
      May 28, 2011 — College of Marin Commencement – 10:00 a.m., Gymnasium
      June 23, 2011 — Dental Assisting Graduation – 6:30 p.m.
                  Grassy quad near Building 17, IVC

16. Correspondence

17. Board Meeting Evaluation

18. Adjournment
President’s Report  
Board of Trustees Meeting  
May 17, 2011

Faculty and Staff Recognition Luncheon  
Mark your calendars for the annual Faculty and Staff Recognition Luncheon on Thursday, May 26, from noon to 1:30 p.m. All faculty and staff are invited to attend. Awards will be presented honoring our outstanding faculty, staff and departments. The event is co-sponsored by College Council and the Academic and Classified Senates.

President’s Circle Breakfast a Success!  
Co-chairs Kathie Graham, Dietrich Stroeh, and President’s Circle members welcomed 240 guests to this year’s event, which grossed $67,000. Two short films about EEIF grants past and present were shown and a special honorary membership to the President’s Circle was given to Dr. Joseph R. Fink, President of Dominican University of California, for his continuous support of the EEIF and College of Marin. Guests included Steve Page of Infineon Raceway, County Supervisor Steve Kinsey, Paul Cohen of Northern California Carpenters Union, Jim Wood of Marin Magazine, Kevin Bradley of W. Bradley Electric, and Dennis Gilardi of Gilardi and Co. LLC.

Reception Honoring COM Retirees  
A reception honoring retirees will be held on Thursday, May 19, 2011, from 4 p.m. to 6 p.m. at the Marin Art and Garden Center Garden Room, located at 30 Sir Francis Drake Blvd. in Ross. Join us for this special event showing appreciation for those who have provided many years of dedication and service to College of Marin.

2011 Scholarship Awards Ceremony  
The College of Marin Foundation cordially invites the campus community to the Foundation's Annual Scholarship Awards Ceremony on Friday, May 27, 2011, at 5 p.m. on the first floor of the Student Services Building, Kentfield Campus. A reception will follow the ceremony.

College of Marin Athletic Hall of Fame  
College of Marin will be hosting its second Athletic Hall of Fame ceremony and banquet on Saturday, June 4, at the San Geronimo Golf Course, 5800 Sir Francis Drake Boulevard, San Geronimo. There will be a no-host social hour beginning at 5:30 p.m. followed by dinner and the induction at 6:30 p.m. Tickets are $50 each. For more information please contact Diane Kukahioko at (415) 485-9580 or Diane.Kukahioko@marin.edu.

The 2011 College of Marin inductees include:
  * Harry Pieper (football and track 1948-1983)
  * Joe Morello (baseball 1949-1950)
  * Peter Arrigoni (baseball, football, and track 1949-1951)
  * Honor Jackson (football 1967-1968)
  * Al Endriss (baseball 1982-1997)
KUDOS
A special ceremony was held on Friday, May 6, 2011, to swear in to office COM’s new Chief of Police Mitchell (Mitch) Lemay. Chief Lemay’s wife, Cathy Lemay, pinned her husband with his official Chief of Police Badge. Law enforcement representatives from Ross, Tiburon, Sausalito, Contra Costa County, and Marin County Sheriff Robert T. Doyle attended the ceremony.

College of Marin Chemistry Professor Mani Subramanian received the Adjunct Teacher of the Year Award on May 4, 2011, presented by Dominican University. He has been teaching organic chemistry and biochemistry for undergraduates at Dominican for the past eight years. Here at COM he has taught Chemistry for Allied Health Sciences for the past nine years. Congratulations on this excellent recognition!

COM Social Sciences Professor Robert Ovetz has been invited to present his paper, They Marched with Staves and Musik: A Trajectory Theory of Political Violence in the US Labor Movement, 1880s-1920s, as part of the Political Sociology Roundtable "Political Violence and Responses to Violence" at the 2011 American Sociological Association’s 2011 annual meeting in Las Vegas, Aug. 20 to 23, 2011.
2011-2012 BUDGET ASSUMPTIONS
<table>
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<th>BUDGET 2010/11</th>
<th>BUDGET 2011/12</th>
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<td>$44,793K</td>
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<td>$45,516K</td>
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<td>DEFICIT</td>
<td>$2K</td>
<td>($723K)</td>
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# Statement of Sources and Uses

**FISCAL YEAR**

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<td>197,561</td>
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<td>(113,410)</td>
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<td>$ 5,161,524</td>
<td>$ 5,167,234</td>
<td>$ 5,245,665</td>
<td>$ 4,522,330</td>
<td>(644,904) -12.3%</td>
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5/17/11
# Revenue Assumptions

- **Property Taxes**: $592K
- **Enrollment Fees**: $167K
- **State Revenue**: $42K
- **Local Revenue**: $0
- **Increase over 2010/11 revenue budget**: $801K
REVENUE ASSUMPTIONS

Property Taxes
- State Board of Equalization inflation factor is 0.753%
- Secured taxes - County estimate
- Supplemental - Use 2010/11 actual
- Unsecured - County estimate
- Prior year - use 2010/11 actual

Enrollment Fees, net
- Fee increase from $26 to $36/unit
- Significant increase in BOG waivers

$592K

$167K
REVENUE ASSUMPTIONS

- State Revenue $42K
  - Increase in lottery
  - Best case scenario is $400M
    or 6.4% reduction in PT faculty,
    health benefits, office hours

- Local Revenue $0
  - Maintain at 2010–2011 actuals
# Statement of Sources of Funds

## Fiscal Year

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<td>State Subventions</td>
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<td>280,416</td>
<td>275,034</td>
<td>267,685</td>
<td>268,233</td>
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<td>1,797</td>
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<td>Unsecured</td>
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<td>Federal Revenue</td>
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<td>823,891</td>
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<td>1,205,171</td>
<td>1,229,500</td>
<td>1,177,754</td>
<td>1,229,500</td>
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Total Revenue: $44,802,523, $44,466,336, $43,992,253, $43,612,944, $44,793,403, $801,150, 1.8%

5/17/11
## EXPENDITURE ASSUMPTIONS

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<td>Fixed expenses</td>
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<tr>
<td>expenditure budget</td>
<td>$1,527K</td>
</tr>
</tbody>
</table>
EXPENDITURE ASSUMPTIONS

- Salaries $265K
  - Negotiations: $323K
  - Step and column increases

- Benefits $673K
  - Negotiations: $339K
  - 10.2% health rate increase
  - 13.7% PERS increase
EXPENDITURE ASSUMPTIONS

- **Fixed expenses**  $324K
  - 5% – 27% rate increase

- **Other operating**  $186K
  - Election-4 seats  $286K
  - Savings in legal fees  $100K
  - Discretionary – hold flat

- **Capital/Other outgo**  $ 79K
  - Debt payment reduction
  - Additional categorical funding
  - Discretionary – hold flat
# Statement of Uses of Funds

## Fiscal Year

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td>$27,899,435</td>
<td>$27,950,220</td>
<td>$27,915,823</td>
<td>$27,848,356</td>
<td>$28,180,235</td>
<td>$264,412</td>
<td>0.9%</td>
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<tr>
<td><strong>Benefits</strong></td>
<td>9,537,555</td>
<td>9,453,636</td>
<td>10,078,383</td>
<td>9,880,677</td>
<td>10,751,361</td>
<td>672,978</td>
<td>6.8%</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td>37,437,990</td>
<td>37,403,856</td>
<td>37,994,206</td>
<td>37,729,033</td>
<td>38,931,596</td>
<td>937,390</td>
<td>2.5%</td>
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<tr>
<td><strong>Fixed Expenses</strong></td>
<td>1,880,347</td>
<td>1,885,216</td>
<td>1,977,000</td>
<td>2,083,931</td>
<td>2,301,355</td>
<td>$324,355</td>
<td>15.6%</td>
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<tr>
<td><strong>Other Operating</strong></td>
<td>3,514,111</td>
<td>3,299,545</td>
<td>3,393,098</td>
<td>2,743,963</td>
<td>3,578,998</td>
<td>185,900</td>
<td>6.8%</td>
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<tr>
<td><strong>Capital Outlay</strong></td>
<td>211,918</td>
<td>206,315</td>
<td>171,306</td>
<td>262,849</td>
<td>171,306</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Other Outgo</strong></td>
<td>1,313,096</td>
<td>1,280,672</td>
<td>454,272</td>
<td>595,587</td>
<td>533,482</td>
<td>79,210</td>
<td>13.3%</td>
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<tr>
<td><strong>Total Other Expenses</strong></td>
<td>6,919,472</td>
<td>6,668,748</td>
<td>5,995,676</td>
<td>5,686,360</td>
<td>6,585,141</td>
<td>589,465</td>
<td>10.4%</td>
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<tr>
<td><strong>Total Uses</strong></td>
<td>$44,356,562</td>
<td>$44,072,504</td>
<td>$43,989,882</td>
<td>$43,415,393</td>
<td>$45,516,737</td>
<td>$1,526,855</td>
<td>3.5%</td>
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</table>
OUTLOOK FOR THE FUTURE

- Ongoing structural deficit
  - Uncertain property tax revenue recovery
  - Increasing salaries, benefits, and other costs

- Difficulty maintaining reserve levels that can withstand economic downturns

- Inability to meet all priorities
ISSUES FACING THE DISTRICT

- Eliminating the 2011/12 deficit
- Making strategic decisions to maintain the financial condition of the district
- Evaluating solutions to eliminate the current and future budget deficits
MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

RESOLUTION No. 5/17/11 B.5.a.

IN SUPPORT OF CLASSIFIED SCHOOL EMPLOYEES WEEK

WHEREAS, classified professionals provide valuable and integral services to the students of the Marin Community College District;

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Marin Community College District’s students; and

WHEREAS, classified professionals employed by the Marin Community College District strive for excellence in all areas relative to the educational community.

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District hereby recognizes and wishes to honor the contribution of classified professionals to quality education in the State of California and in the Marin Community College District and declares the week of May 16-20, 2011, as Classified School Employees Week in the Marin Community College District.

RESOLVED, that this resolution be made a part of the official Minutes of the meeting and of the permanent files of the District.

PASSED AND ADOPTED THIS 17TH day of May, 2011, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA )
COUNTY OF MARIN )

I, David Wain Coon, Ed.D., Superintendent/President of the Marin Community College District of Marin County, California, do hereby certify that the Board of Trustees adopted the foregoing resolution at a regular meeting at the time and by the vote stated above.

__________________________
David Wain Coon, Ed.D.
Secretary to Board of Trustees
I, ______________________________, do hereby certify that the foregoing Resolution No. 5/17/11 B.5.a was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 17th day of May, 2011 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTentions:

By: ______________________________
Secretary of the Board of Trustees
of the Marin Community College District
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Nathaniel Parker, Student Member
COMMENDATION RESOLUTION No. 5/17/11 B.5.b
IN RECOGNITION OF NATHANIEL PARKER’S SERVICE AS STUDENT TRUSTEE

WHEREAS, the Board of Trustees of the Marin Community College District includes a Student Trustee elected by the students of the College of Marin for a one-year term;

WHEREAS, Nathaniel Parker was seated on the Board of Trustees on June 23, 2009 for the 2009-10 academic year and on June 22, 2010 for the 2010-11 academic year as the Student Trustee, having been duly elected by the students, and as Student Trustee, served as the twenty-third President of the College of Marin Student Senate;

WHEREAS, Nathaniel Parker, through his perseverance and hard work contributed in decisive ways to improving the College Governance, Accreditation, Mission Statement, and Educational Master Plan;

WHEREAS, Nathaniel Parker respected the opinion of his fellow Trustees but did not hesitate to challenge them when he disagreed;

WHEREAS, Nathaniel Parker contributed to COM’s “Spirit of Community” in both obvious and subtle ways;

WHEREAS, Nathaniel Parker will be remembered for his intelligence, enthusiasm and persistence in every issue he pursued, and his ability to take seriously his efforts;

WHEREAS, Nathaniel Parker consistently represented the rights of students with perseverance, creativity and insight;

WHEREAS, Nathaniel Parker has served on numerous college committees and attended many meetings;

WHEREAS, Nathaniel Parker took time with many students to listen, befriend, teach and learn, and for this the college community is grateful;

WHEREAS, Nathaniel Parker will be missed on the Board for his unique, informed, and eloquent methods of reminding us why we are here – “We are here for the Students!”

THEREFORE, BE IT RESOLVED, that the Trustees of the Marin Community College District express their sincere gratitude for his service as Student Trustee and their best wishes for all his future endeavors.

RESOLVED, that this resolution be made a part of the official Minutes of the meeting of May 17, 2011, and that an appropriately prepared copy of it be presented to Nathaniel Parker.

Diana Conti, President
Eva Long, Vice President
James S. Namnath, Clerk

Barbara Dolan, Trustee
Wanden Treanor, Trustee
Philip J. Kranenburg, Trustee

Carole Hayashino, Trustee
STATE OF CALIFORNIA  
MARIN COUNTY  

I, ____________________________, do hereby certify that the foregoing 
Resolution No. 5/17/11 B.S.b was duly adopted by the Board of Trustees of the Marin 
Community College District at a meeting thereof held on the 17th day of May, 2011 and 
that it was so adopted by the following vote:

AYES:  

NOES:  

ABSENT:  

ABSTENTIONS:  

By: ____________________________  
Secretary of the Board of Trustees  
of the Marin Community College District
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Nathaniel Parker, Student Member
MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

COMMENDATION RESOLUTION NO. 5/17/11 B.5.c

WHEREAS, Rosalind Hartman was appointed by the Board of Trustees in 1976 to a faculty position and has served as a faculty member, then as Director of the Health Sciences Programs serving the College of Marin for thirty-five years;

WHEREAS, Ms. Hartman respected the opinion of her fellow faculty members and yet did not hesitate to challenge, mentor and guide them;

WHEREAS, Ms. Hartman through her perseverance and hard work has worked with her colleagues to achieve successful accreditation for the nursing program, the dental assisting program and the College of Marin;

WHEREAS, Ms. Hartman selflessly contributed to and led the programs of registered nursing, dental assisting, medical assisting, emergency medical technology, early childhood education, meeting and conferring whenever there was a need;

WHEREAS, Ms. Hartman consistently represented the rights of students with fairness, sensitivity and insight;

WHEREAS, Ms. Hartman has chaired and served on numerous nursing program and college committees and attended many meetings both at the College of Marin and as well at local, regional and statewide organizations;

WHEREAS, Ms. Hartman has demonstrated such an outstanding level of professionalism and leadership that she has been elected and served as President of the California Organization of Associate Degree Nursing Program Directors of Northern California;

WHEREAS, Ms. Hartman is so respected by her colleagues that she has been awarded a 2011 "Golden Bell Celebration of Education" award conferred by the Marin County Office of Education;

WHEREAS, Ms. Hartman will be remembered for her intelligence, persistence in every issue to be pursued, and her ability to take seriously her efforts;

WHEREAS, Ms. Hartman took time with many students to listen, mentor, teach and learn, and for this the college community is grateful;

WHEREAS, Ms. Hartman will be missed by her students, faculty and administration;

THEREFORE, BE IT RESOLVED, that the members of the Board of Trustees of the Marin Community College District express their sincere gratitude for her service as tenured faculty and their best wishes for all her future endeavors.

RESOLVED, that this Resolution be made a part of the official Minutes of the meeting of May 17, 2011 and that an appropriately prepared copy of it be presented to Ms. Hartman.

Diana Conti, President
Barbara Dolan, Trustee
Wanden Treanor, Trustee

Eva Long, Vice President
Carole Hayashino, Trustee
Nathaniel Parker, Student Trustee

James S. Namnath, Clerk
Philip J. Kranenburg, Trustee
STATE OF CALIFORNIA

MARIN COUNTY

I, ____________________________, do hereby certify that the foregoing Resolution No. 5/17/11 B.5.c was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 17th day of May, 2011 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: ____________________________
   Secretary of the Board of Trustees
   of the Marin Community College District
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Carole Hayashino, Member</td>
<td>Wanden Treanor, Member</td>
</tr>
<tr>
<td>Philip J. Kranenburg, Member</td>
<td>Barbara Dolan, Member</td>
</tr>
<tr>
<td>Eva Long, Ph.D., Member</td>
<td>Diana Conti, Member</td>
</tr>
<tr>
<td>James Namnath, Ph.D., Member</td>
<td>Nathaniel Parker, Student Member</td>
</tr>
</tbody>
</table>
BACKGROUND:

Categorical funding for the Disabled Students Program has been significantly cut over the past three years. This Study Session will review the program reductions and elimination of services that have taken place, as well as present the proposed further changes in services and staff in response to continued budgetary restrictions.

RECOMMENDATION:

For information only.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: May 17, 2011

Subject: Classified Personnel Recommendations

Item & File No. B.10.B

Reason for Board Consideration:

Enclosure(s):

CONSENT APPROVAL

Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

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

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

   D. Johnson, M. Rudolph, P. Stanton and M. Pratchenko are on the non-instructional side of the 50% law.
   J. Dunn is on the instructional side of the 50% law.

RECOMMENDATION:

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rudolph, Monica</td>
<td>Administrative Assistant – Math and Science Department</td>
<td>.66</td>
<td>12MPY</td>
<td>04/04/2011</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Ms. Rudolph has accepted the .66 FTE/12MPY position of Administrative Assistant to Math and Science effective April 4, 2011.
A.1 APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Johnson, Danelle</td>
<td>Workforce Development/Community Partnerships</td>
<td>07/01/2011</td>
<td>06/30/2012</td>
<td>$17.00</td>
</tr>
<tr>
<td>2. Stanton, Patricia</td>
<td>Workforce Development/Community Partnerships</td>
<td>07/01/2011</td>
<td>06/30/2011</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Ms. Johnson will serve as a Professional Expert and assist the Foster & Kinship Care Education Program which is categorically funded effective July 1, 2011 through June 30, 2012.

2. Ms. Stanton will serve as a Professional Expert/Program Director to the Independent Living Program and the Foster & Kinship Care Education Program which are categorically funded effective July 1, 2011 through June 30, 2012.
B. TEMPORARY REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dunn, Jason</td>
<td>Lab Technician – Fine Arts</td>
<td>1.0</td>
<td>12</td>
<td>05/01/2011- 06/30/2011</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Continuation of temporary increase in compensation to perform significant new duties outside the scope of his current position effective May 1, 2011 through June 30, 2011.
C. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pratchenko</td>
<td>Office Technician</td>
<td>From .53FTE</td>
<td>9.5</td>
<td>Temp.</td>
<td>05/01/2011 – 05/27/2011</td>
</tr>
<tr>
<td>Margie</td>
<td>WFD</td>
<td>To .92 FTE</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Pratchenko will continue her temporary increase in assignment to assist the Work Force Development Program effective May 1, 2011 through May 27, 2011.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

To:  Board of Trustees  
From:  Superintendent/President  
Subject:  Academic Personnel Recommendations  
Reason for Board Consideration:  CONSENT APPROVAL  

Date: May 17, 2011  
Item & File No. B.10.C

BACKGROUND:  

The following actions are included in the Academic Personnel Recommendations:  

A.  Sabbatical Leave Replacement  
B.  Appointment of Temporary Community Education and Services Instructors for Spring 2011.  

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

RECOMMENDATION:  

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. Sabbatical Leave Replacement

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
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<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Jarrell, Boyd</td>
<td>Instructor, Music</td>
<td>1.0</td>
<td>Temporary</td>
<td>8/10/11-5/25/12</td>
</tr>
<tr>
<td>2.</td>
<td>Tipton, Jamie</td>
<td>Instructor, English</td>
<td>1.0</td>
<td>Temporary</td>
<td>8/10/11-12/16/11</td>
</tr>
</tbody>
</table>

### Background Information:

1. Mr. Boyd Jarrell has been appointed to a 1.0 FTE Sabbatical Leave replacement position in Music for Fall Semester 2011 and Spring Semester 2012.

2. Mr. Jamie Tipton has been appointed to a 1.0 FTE Sabbatical Leave replacement position in English for Fall Semester 2011.
<table>
<thead>
<tr>
<th>LAST</th>
<th>FIRST</th>
<th>FTE</th>
<th>STATUS</th>
<th>JOB DESCRIPTION</th>
<th>TERM DATE</th>
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</thead>
<tbody>
<tr>
<td>Allen</td>
<td>Levi</td>
<td>0.075</td>
<td>Active</td>
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<tr>
<td>Aluk</td>
<td>Edward</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
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<tr>
<td>Alves</td>
<td>Robson</td>
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<td>Atkins</td>
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<td>Aubin</td>
<td>Denise</td>
<td>0.029</td>
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<td>Azgour</td>
<td>Michael</td>
<td>0.114</td>
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<td>Bachelader</td>
<td>Barbara</td>
<td>0.086</td>
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<td>Hursey</td>
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<tr>
<td>Banks</td>
<td>Lynda</td>
<td>0.267</td>
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<td>Barnett</td>
<td>Sharon</td>
<td>0.108</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/21/2011</td>
</tr>
<tr>
<td>Bauman</td>
<td>Marcia</td>
<td>0.175</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/19/2011</td>
</tr>
<tr>
<td>Belenky</td>
<td>Diana</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/16/2011</td>
</tr>
<tr>
<td>Bencich</td>
<td>Lawrence</td>
<td>0.117</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/21/2011</td>
</tr>
<tr>
<td>Bestmartin</td>
<td>Elizabeth</td>
<td>0.075</td>
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<td>5/20/2011</td>
</tr>
<tr>
<td>Bestmartin</td>
<td>Elizabeth</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/20/2011</td>
</tr>
<tr>
<td>Binnings</td>
<td>Celeste</td>
<td>0.075</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/18/2011</td>
</tr>
<tr>
<td>Cantarutti</td>
<td>Lido</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/17/2011</td>
</tr>
<tr>
<td>Catalano</td>
<td>Kathryn</td>
<td>0.042</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/16/2011</td>
</tr>
<tr>
<td>Centolella</td>
<td>Thomas</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/18/2011</td>
</tr>
<tr>
<td>Cespedes</td>
<td>Melinda</td>
<td>0.044</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/20/2011</td>
</tr>
<tr>
<td>Cohen</td>
<td>Christiane</td>
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<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>11/7/2009</td>
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<tr>
<td>Cohn</td>
<td>Julie</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/18/2011</td>
</tr>
<tr>
<td>Cook</td>
<td>Kalle</td>
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<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/14/2011</td>
</tr>
<tr>
<td>Cook</td>
<td>Kalle</td>
<td>0.022</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/14/2011</td>
</tr>
<tr>
<td>Coombes</td>
<td>Judith</td>
<td>0.122</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/27/2011</td>
</tr>
<tr>
<td>Corwin</td>
<td>Ruthann</td>
<td>0.088</td>
<td>Active</td>
<td>Temporary Faculty Instr CES</td>
<td>5/20/2011</td>
</tr>
<tr>
<td>DAgostino</td>
<td>Lisa</td>
<td>0.175</td>
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<td>Temporary Faculty Instr CES</td>
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BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President

Date: May 17, 2011
Item and File No. B.10.D

Subject: Short-Term Hourly Positions
Reason for Board Consideration:
CONSENT APPROVAL

Enclosure(s):
Job Descriptions

BACKGROUND

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

Short-Term Hourly Positions

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

On the non-instructional side of the 50% law:
- Court Reporting – Reader (2)
- Court Reporting – Reader (2)
- Bookstore – Clerk (3)
- Bookstore – Clerk (3)

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
A. SHORT TERM HOURLY POSITIONS - May 17, 2011

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

* Human Resources did not receive the necessary paperwork from the department until after these individuals began work. These hourly employees need to be paid for work they have already completed.
The accompanying transfer information includes thirty-seven budget transfers in April 2011 totaling $56,332 in the Unrestricted Fund.

There were fourteen budget transfers in April 2011 in the Restricted Fund for $7,947.

There was one budget transfer in the Child Care Reserve Contingency Fund in April for $1,000.00 for supplies.

There were no budget transfers in April 2011 in the Measure C Reserve Funds.

Net effect of transfers for the Month.

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<th>Object Code</th>
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<th>Child Development</th>
<th>Capital Outlay</th>
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<td>2000 (Classified Salary)</td>
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<td>3000 (Employee Benefits)</td>
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<td>5000 (Other Operating Exp.)*</td>
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<td>6000 (Capital Outlay)</td>
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<td>7000 (Other Outgo)**</td>
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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 April 2011 Budget Transfers – FY 2010/2011.

Administrator Initiating Item

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

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**RESTRICTED FUND**

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**TOTAL GENERAL FUND**

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**TOTAL ALL FUNS**

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Budget inter-project transfers were funds remained within
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Total Measure C Building transfers were funds remained within same account code.
BACKGROUND:

Attached is the 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 04/01/2011 through 04/26/2011, warrants 97698-98392 were issued in the total amount of $2,982,939.

Payroll warrants 10008427-10008861 and payroll automated clearing house warrants 50010071-50010628 totaled $1,992,632 for the month of April.

Total of warrants for the month of April were $4,975,571.

RECOMMENDATION:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
DATE: May 17, 2011  
TO: Members of the Board of Trustees  
SUBJECT: Payment for Goods and/or Services ratified

Per Board Bylaw 1.5310, Section i-7, it is recommended that warrants 97698-98392 in the amount of $2,982,939 for the period 04/01/2011 through 04/26/2011 be approved for payment. For the period 04/01/2011 through 04/30/2011, payroll warrants 10008427-10008861 were issued in the total amount of $401,648. Payroll Automated Clearing House warrants 5001071-50010628 for $1,590,984 or a combined payroll of $1,992,632 for the Month of April. Copies of invoices for 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 and claims.

---

President or Designee

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

Warrant totals distributed by fund and expense category as follows:

**General Fund Breakdown:**

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<th>Amounts</th>
<th>Restricted Fund</th>
<th>Amounts</th>
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<td><strong>Totals</strong></td>
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<td><strong>Operating Expenses</strong></td>
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**Totals of all Funds:**

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<td>Restricted Fund</td>
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<tr>
<td>Payroll</td>
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<td><strong>Total General Fund</strong></td>
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<td><strong>Total Payments for April</strong></td>
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MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

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<th>To:</th>
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<th>Date: May 17, 2011</th>
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<td>From:</td>
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<td>Item &amp; File No. B.10.G</td>
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<td>Subject:</td>
<td>Second Reading and Approval of Revised Board Policies</td>
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<td>Reason for Board Consideration:</td>
<td>CONSENT APPROVAL</td>
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<td>Enclosure(s):</td>
<td>Proposed revised policies</td>
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BACKGROUND:

At the April 19, 2011 Board of Trustees meetings, sets of recommended proposals to revise Board Policy in Chapter 3 General Institution, Chapter 4 Academic Affairs, Chapter 5 Student Services, and Chapter 7 Human Resources were included in the agenda for a first reading.

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

- BP 3540 Sexual and Other Assaults on Campus
- BP 3920 Communication with the Public
- BP 4103 Work Experience
- BP 4400 Community Service Courses
- BP 4675 Programs for Older Adult Students (Emeritus College)
- BP 5130 Financial Aid
- BP 5180 Job Placement
- BP 5450 Emeritus Students College of Marin
- BP 5500 Standards of Conduct
- BP 7270 Student Employees
- BP 7335 Health Exams

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve adoption of Board Policies 3540, 3920, 4103, 4400, 4675, 5130, 5180, 5450, 5500, 7270, 7335.

Administrator Initiating Item  David Wain Coon, Ed.D., Superintendent/President
BP 3540 SElxUAL AND OTHER ASSAULTS ON CAMPUS

References:
Education Code Sections 67385 and 67385.7;
20 US. Code Section 1092(f) (Jeanne Clery Act);

❖ From current College of Marin Policy 7.0054 titled Sexual and Other Assaults on Campus

Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student or member of the public, that occurs on District property, is a violation of District policies and procedures, and is subject to all applicable punishment, including criminal procedures, employee discipline as provided in applicable Board policy and collective bargaining agreements, or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The Superintendent/President shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment, and that educational information about preventing sexual violence is provided and publicized as required by law.

The procedures shall meet the criteria contained in EC 67385, 67385.7 and 34 C.F.R. § 668.46.

NOTE: The underlined regular text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in black ink is from current College of Marin Policy 7.0054 titled Sexual and Other Assaults on Campus adopted on 6/27/06 (The language in College of Marin Policy 7.0054 is identical language to that recommended by the Community College League). The language struck through is recommended for deletion. The language in underlined italics reflects revisions from the Chief of Police. Reviewed and approved by the Dean of Student Development and Special Services on 10-5-10.

Date Adopted:
(Replaces current College of Marin Policy 7.0054)
BP 3920  COMMUNICATION WITH THE PUBLIC

References:
2 California Code of Regulations Section 18901;
Government Code Sections 89041.5 and 89001

❖ From current College of Marin Policy 7.0051 titled Communication with the Public

It is the obligation of the Board to keep the public informed of all aspects of the District's activity and developments. Therefore, the Superintendent/President shall establish District procedures to inform for communicating with the public of the District's mission, vision, news, events, accomplishments, and needs, by disseminating information through news releases, direct mailing of printed pieces, radio, television, and other appropriate techniques.

Newsletters and mass mailings in compliance with California Code of Regulations Title 2 Section 18901, printed publications mailed sent at public expense shall not feature a publicly elected member of the Board an elected officer. Neither shall or their photographs of elected officers be used in these mailings.

❖ From current College of Marin Policy 7.0050 titled Relations with Special Interest Groups

It shall be the policy of the Board that students, staff members, District facilities, the name of the District or its college, or the site of any District-sponsored event shall not be used for advertising or promoting the interests of any non-school agency or organization, public or private, without the approval of the Superintendent/President. Such approval granted for whatever cause or group shall not be construed as an endorsement of said cause or group by this Board.

NOTE: The language in black ink is from current College of Marin Policy 7.0051 titled Communication with the Public adopted on 5/12/81 and revised on 4/9/85 and 6/25/91 and College of Marin Policy 7.0050 titled Relations with Special Interest Groups adopted on 5/12/81 and revised on 4/9/85. The language in underlined italics reflects revisions by Director of Marketing and Communications 1/26/11. The language struck through is recommended for deletion. The Board Policy Task Force approved it as a recommendation to College Council on 2/3/11.

Date Adopted:
(Replaces current College of Marin Policy 7.0051 – just re-numbered)
BP 4103 WORK EXPERIENCE

References:
Education Code Section 78249;
Title 5 Sections 55250 et seq.

✓ From current College of Marin Policy 2.0002 titled Cooperative Work Experience Education Program (EC-78249, 5-CRR-10070-10078, 55250 et seq.)

The Board considers that the primary purpose of the Work Experience Education Program in the District is to provide students enrolled in the program with the kinds of employment experiences that will enable them to develop marketable skills, abilities, understandings, attitudes and work habits sufficient to enable them to secure and hold a job in the world of work.

Students enrolled in the Work-Experience Education Program shall be afforded the opportunity to achieve the stated goals of the two Work-Experience Education Programs offered by the District General Work-Experience and Occupational Work-Experience:

1. General Work Experience
   General Work Experience Education shall have as its purpose employment of students in jobs where they acquire desirable work habits and attitude. The part-time job held by a student need not be related to the occupational goal of the student.

2. Occupational Work Experience
   Occupational Work Experience Education shall have as its purpose the extension of learning opportunities for the student through part-time paid employment in the occupation for which the student’s course in college is preparing him or her.

NOTE: The language in black ink is from current College of Marin Policy 2.0002 titled Cooperative Work Experience Education Program adopted on 2/24/82 and revised on 2/12/85. The language struck through is recommended for deletion. Reviewed and approved by the Dean of Enrollment Services on 10-5-10. Approved by the Academic Senate 2/10/11.

Date Approved:
(Replaces College of Marin Policy 2.0002)
BP 4400    COMMUNITY SERVICE COURSES

References:

   Education Code Section 78300;
   Title 5 Sections 55002 and 55160

The District shall maintain Community Service courses which may include coursework in civic, career/technical, literacy, health, and general education, including but not limited to course offerings in the fields of music, drama, art, handicrafts, science, literature, nature study, aquatic sports, and physical activities.

The Community Service courses shall contribute to the physical, cultural, intellectual, economic, ethical, civic, or professional development of the individuals or groups enrolled in it.

Regularly scheduled Community Service courses shall be open for admission to adults and minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain Community Service courses. Students involved in Community Service courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

- From current College of Marin Policy 3.0001 titled Community Education and Services (EC 78300, 5 CCR 55001, 55002, 55160)

In accordance with District philosophy, the Board recognizes its responsibility to provide educational services to the community. Therefore the Superintendent/President shall develop a diversified program of community education and services designed to meet the educational, social, economic, cultural and recreational needs of all residents of the District.

Community Service courses Such community education and services programs shall not carry be offered for college credit, but may provide continuing education units. Community education and services courses and activities may vary in length, may be initiated at different times during the academic year, and may be offered on the college campuses and at various community sites throughout the District. In carrying out this program, the District shall identify and reach out to underserved populations within the county and cooperate with business industry, government, public/private agencies in meeting these needs without unnecessary duplication.

- From current College of Marin Policy 3.0002 titled Program Definition and Classification System (EC 78300, 5 CCR 55001)
It shall be the policy of the Board to offer community education and services programs in conformance with a classification system consistent with state law:

1. **Community Education Programs and Courses**
   Courses of study determined to be of public (versus private) benefit and designed to assist students and/or students' families to be more self-sufficient and more productive as citizens of the community. This classification shall be limited to state-mandated areas.

2. **Community Services Courses and Activities**
   Community Services include all noncredit instruction classes, conferences, seminars, workshops, forums, and counseling. Civic Center Act, cultural, social, and recreational activities exclusive of those defined under Community Education above. Community service classes and activities are characterized by the fact that they serve more a personal than public interest.

![From current College of Marin Policy 3.0005 titled Credit/Community Services Classes (EC 78300)]

To encourage access by the general public to the programs and services of the District, specifically designated credit classes may be offered concurrently as community services classes and, as such, shall be open to noncredit students, provided that:

1. No such class is maintained unless it has sufficient minimum enrollment as a credit class, irrespective of the number of potential community services students.

2. Community services students pay a fee to be approved each year by the Board as part of the District's fee schedule.

3. Community services students who decide they wish credit for the class either re-take the class or follow District procedures for challenging the class by examination.

**NOTE:** The *underlined* regular text signifies legally advised language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The wording in *black* ink is from current College of Marin Policies 3.0001 titled Community Education and Services adopted 10/28/81 and revised on 1/15/85; 3.0002 titled Program Definition and Classification System adopted 10/28/81 and revised on 1/15/85; and 3.0005 titled Credit/Community Services Classes adopted on 8/18/82 and revised on 1/15/85. The language struck through is recommended for deletion. The language in *underlined* *italics* was added on 11-10-10 by the Director of Community Service Classes and the Vice President of Student Learning. Approved by Academic Senate 2/10/11. Reviewed by TF 3-3-11.

**Date Adopted:**
(Replaces current College of Marin Policies 3.0001, 3.0002, and 3.0005)
BP 4675 PROGRAMS FOR OLDER ADULT STUDENTS (EMERITUS COLLEGE)

Reference:
No reference

- From current College of Marin Policy 3.0030 titled Programs for Older Adult Students (Emeritus College)

Emeritus College is a unique program that offers as an integral part of the District's noncredit and Community Service and/or Noncredit classes Education programs, which is designed to meet address the needs of the County's older adult student-learner population. Courses offers offered through Emeritus College seek to support the principles of quality of life, lifelong learning, cultural enrichment, and personal growth.

The Associated Students of Emeritus College (ASEC) was created to support and enhance the Emeritus College program. To achieve this goal, members shall participate in the identification and development of courses, forums, concerts, lectures, and other activities of interest to older adult students. ASEC is an integral and vital part of the College of Marin, and an advisory group to Community Education. Members participate in the college governance system and on other college communities and taskforces.

Basic to ASEC is the concept of democratic decision-making and planning using the talents and judgment of its members to enrich their own lives and to contribute to the college and the community.

Also see BP 5450 titled Emeritus Students College of Marin

NOTE: The wording in black ink is from current College of Marin Policy 3.0030 titled Programs for Older Adult Students (Emeritus College) adopted 10/28/84 and revised on 10/10/06. The language in underlined italics was added on 11-10-10 by the Director of Community Education and the Vice President of Student Learning. The policy was reviewed again by the Director of Community Education and the Academic Senate President on 12/8/10 and signed off by the VP of Student Learning on 12/15/10. The struck-through language re. the Emeritus student organization, ESCOM, has been moved to a brand new policy, BP 5450 titled “Emeritus Students of College of Marin (ESCOM)” and shifted to Chapter 5 Student Affairs following the ASCOM policies and procedures. Approved by Academic Senate 2/10/11. TF reviewed 3/3/11 and questioned whether language obligates us to offer noncredit Emeritus classes. Director of Community Ed. Janice Austin approved revised language 3/3/11. Sent to Senate for consent — on 3/10/11 agenda.

Date Adopted:
(This is College of Marin Policy 3.0030 – just re-numbered)
BP 5130 FINANCIAL AID

References:
Education Code Sections 69500-69566 and 76300;
20 U.S. Code Sections 1070 et seq.;
34 Code of Federal Regulations Section 668

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures, and standards issued by the funding agency, and will incorporate state, federal, and other applicable regulatory requirements.

The Superintendent/President shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

From current College of Marin Policy 4.0031 titled Financial Aid (EC 69500 – 69566)

The District has been established to provide postsecondary educational opportunities for all residents, regardless of financial status. Therefore, a comprehensive program of scholarship, loan funds, grants, and part-time employment shall be maintained for all qualified College of Marin students.

NOTE: The underlined regular text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The wording in black ink is from current College of Marin Policy 4.0031 titled Financial Aid adopted on 2/24/82 and revised on 2/12/85 and 1/14/92. The language struck through is recommended for deletion. Reviewed by Director of Financial Aid and VP of Student Learning. Reviewed by TF 3/3/11 and recommended to move forward.

Date Adopted:
(Replaces College of Marin Policy 4.0031)
BP 5180  JOB PLACEMENT SERVICES

Reference:
No references

- From current College of Marin Policy 4.0034 titled Job Placement Office Services

In accordance with District philosophy and other policies governing personnel and student services, The Job Placement Office requires employers who wish to list available employment positions with the College to confirm that, when employing College of Marin Students, they will not discriminate on the basis of race, age, sex, religion, national origin, marital status, sexual orientation, medical condition (cancer), physical handicap or status as a Vietnam veteran. national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

Exceptions to this policy may be made when regulations governing federal, state, or local agencies prohibit them from complying with one or more of the above categories.

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NOTE: The wording in black ink is from current College of Marin Policy 4.0034 titled Job Placement Office Services adopted on 5/12/98. The language struck through is recommended for deletion. The language in underlined italics reflects revisions from Bob Balestrieri and David Cook. Reviewed and recommended by the BP Task Force 2-3-11.

Date Adopted:
(This is current College of Marin Policy 4.0034 - just re-numbered)
BP 5450   EMERITUS STUDENTS COLLEGE OF MARIN (ESCOM)

Reference:
No reference

- From current College of Marin Policy 3.0030 titled Programs for Older Adult Students (Emeritus College)

The Associated Students of Emeritus College (ASEC) Emeritus Students College of Marin (ESCOM) was created to support and enhance the Emeritus College program and its students. To achieve this goal, ESCOM members shall participate on the ESCOM Curriculum Committee in the identification and provide feedback and suggestions development of regarding Emeritus College courses.ESC

ESCOM sponsors forums, concerts, lectures, and other activities of interest to older adult students. ASEC is an integral and vital part of the College of Marin, and an advisory group to Community Education. Members participate in the college governance system and on other college communities committees and taskforces, as appropriate.

Basic to ASEC is the concept of democratic decision making and planning using the talents and judgment of its members to enrich their own lives and to contribute to the college and the community.

Also see BP 4675 titled Programs for Older Adults (Emeritus College) and BP/AP 5400 titled Associated Students Organization

NOTE: The wording in black ink is from current College of Marin Policy 3.0030 titled Programs for Older Adult Students (Emeritus College) adopted 10/28/84 and revised on 10/10/06. The language struck through is recommended for deletion. The language in underlined italics was reviewed on 11-10-10 and 2-16-11 by the Director of Community Education and the Vice President of Student Learning. BP 5450 was created to place language regarding the student organization ESCOM that was contained in 3.0030 (now BP 4675) into its own policy in the Student Services Chapter (5). BP 5450 was signed off by the VP of Student Learning 12/15/10. Reviewed by Director of Student Services Arnulfo Cedillo and ESCOM Board. Reviewed by TF 3/3/11 and recommended to go forward.

Date Adopted:
(This is from current College of Marin Policy 3.0030
re-numbered and revised.)
BP 5500  STANDARDS OF CONDUCT

References:
ACCJC Accreditation Standard II.A.7.b;
Education Code Sections 48900(q), 66300, 66301, 66450, 67361, 67362, 76033, 76120, 78907, 81600, and 87708;
Government Code Sections 995 et seq.;
Business and Professions Code Section 4240;
Health and Safety Code Sections 11014.5 and 11053;
Penal Code Sections 415, 502, and 626.2

From current College of Marin Policy 4.0022 titled Student Conduct

The Standards of Conduct governing students shall be All processes for student discipline will be implemented in accordance with the requirements for due process of the federal and state law and regulations.

The Standards of Conduct Conduct that is subject to discipline shall be clearly identified, and shall identify potential disciplinary actions; that may be taken for violations of the standards of conduct described in this policy, including but not limited to the removal, suspension or expulsion of a student.

The Board of Trustees shall consider any recommendation from the Superintendent/President for expulsion. The Board shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board on the expulsion shall be taken at a public meeting.

Information on inappropriate student conduct and disciplinary actions shall be made widely available to students through the college District catalog and other means relevant District publications.

When a student is suspended or expelled for disrupting the orderly operations of a District campus or facility, or both, the student shall be denied access to the campus or facility, or both, for a period of one year or the term of the suspension, whichever is shorter. Sanctions imposed as a result of violations of the student standards of conduct are intended to maintain order within the District.

The Administrative Dean who authorized the sanctions shall give written notice to the student’s instructor/s of the sanctions within 15 days of imposing the sanctions.

The following conduct shall constitute good cause for discipline, including but not limited to removal, suspension or expulsion of a student when the conduct relates to college activity or college attendance.
1. Causing, attempting to cause, or threatening to cause physical injury to another person. **Assault, battery, or attempted assault or battery, or any threat of force or violence upon a student or District personnel.**

2. Possession, sale or otherwise furnishing any firearm, **dirk, dagger, ice pick,** knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, **of the foregoing objects,** unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a district employee, which **the Chief of Police who has** the concurrence of the Superintendent/President. Possession of a knife does not violate this provision if possession is at the direction of an academic employee for use in a District-sponsored activity or class, for a lawful purpose within the scope of the student’s employment with the District, or for lawful use in food preparation or consumption. **Also see BP/AP 3530 titled Weapons on Campus.**

3. Unlawful possession, use, sale, offering to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; **or any poison defined in Business and Professions Code Section 4240,** or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 1114.5.

4. Committing, **or attempting, or being an accomplice** to commit robbery or extortion **owned or used by a district.**

5. Committing **Causing** or attempting to cause damage to district property or to private property on campus.

6. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property, or **knowingly receiving stolen** private property on campus.

7. Willful or persistent smoking in any area where smoking has been prohibited by law or regulation of the college or District.

8. Committing sexual harassment as defined by law or by District policies and procedures.

9. Engaging in harassing or discriminatory behavior based on race, sex, (i.e., gender), religion, age, national origin, disability, sexual orientation or any other status protected by law. **ethnic group identification, national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, genetic information, or on the basis of one or more of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.**

10. Willful misconduct which results **or has the potential to result** in injury or death to a student or to college District personnel or which results in cutting, defacing, or other injury **damage** to any real or personal property owned by the District or on campus. **The District may require students who cause damage to replace property or pay the cost of damages.**
11. Continued disruptive behavior, continued willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent interruption or abuse of, college District personnel.

12. Cheating, plagiarism (including plagiarism in a student publication), or knowingly engaging in other forms of academic dishonesty, including, but not limited to:
   a. Copying, in part or whole, from someone else’s quiz, or examination, or work. For purpose of this item, “examination” includes quizzes, tests, and other graded or evaluated exercise.
   b. Submitting work presented previously in another course, if contrary to the rules of either course.
   c. Altering or interfering with grading.
   d. Using or consulting any sources or materials, including electronic devices, not authorized by the professor during an examination.
   e. Committing other acts which defraud or misrepresent one’s own academic work.
   f. Incorporating ideas, words, sentences, paragraphs, or parts of another person’s writing, without giving appropriate credit, and representing the product as one’s own work.
   g. Representing another’s artistic/scholarly works (such as musical compositions, computer programs, photographs, paintings, drawings, or sculptures) as one’s own work.
   h. Submitting an academic assignment paper purchased from a research/ or term paper service, or written by another student individual; or work obtained electronically (e.g. via the internet) and representing it as own work.
   i. Purposefully allowing another student to copy from your paper during a test on examination.
   j. Giving your homework, term paper, or other academic work to another student to plagiarize.
   k. Having another person fraudulently submit any work in your name.
   l. Lying to an instructor or college District official to improve your grade.
   m. Allowing other persons to misrepresent themselves as the student for any purpose, including interacting with any District employees, submission of work, attendance, or taking examinations.
   n. Misrepresenting circumstances in an effort to improve a grade.
   o. Altering graded work after it has been returned and then submitting the work for regrading without the instructor’s permission.
   p. Removing tests or examinations from the classroom or other area without the approval of the instructor.
   q. Stealing or being on accomplice to stealing tests or examinations.
   r. Forging signatures on drop/add slips or altering other college District documents.

13. Dishonesty; forgery; alteration or misuse of college District documents, records or identification; or knowingly furnishing false information to the District.

14. Unauthorized possession, duplication, or use of keys to any District premises or unauthorized entry upon or use of college District facilities.

15. Lewd, indecent or obscene conduct on District-owned or controlled property, or at District-sponsored or supervised functions.
16. 15. Engaging in expression which is obscene, libelous or slanderous; or which so incites students others as to create a clear and present danger of the commission of unlawful acts on college District premises or at District-sponsored or supervised functions, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.

17. 16. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.

18. 17. Unauthorized preparation, giving, selling, transfer, distribution, or publication transferring, distributing, or publishing for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or Administrative Procedure.

19. 18. The use by a student of any electronic listening or recording device in any classroom without the prior consent of the instructor, except as necessary to provide reasonable auxiliary aids and academic adjustments or accommodations to a student with a disability.

20. 19. Violation of BP/AP 3720 titled Information Technology Use or any conduct that constitutes a computer-related crime pursuant to Penal Code Section 502.

21. 20. The offering of any inducement or item of value to influence the awarding of any grade or to alter any official District record.

22. 21. Solicitation or acceptance of money or other item of value as an inducement, encouragement, or reward for intercollegiate participation in violation of Education Code Section 67361 or false declarations regarding eligibility for participation in intercollegiate athletics under Education Code Section 67362.

23. 22. Accessing and/or disclosing confidential District information, including student records, without authorization. Also see BP/AP 3300 titled Public Records, BP/AP 4231 titled Grade Changes, and BP/AP 5040 titled Student Records.

24. 23. Failure to obey federal, state, and local laws in connection with District attendance or activity.

25. 24. Tampering with the election of any student organization recognized by the District.

26. 25. Hazing defined as a “method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, ‘hazing’ does not include athletic events or school-sanctioned events.” (Education Code Section 48900(a))

27. 26. Abuse of the Student Conduct System, including but not limited to:
a. Failure to obey the summons of the Student Conduct Hearing Committee or District official.

b. Falsification, distortion, or misrepresentation of information.

c. Disruption or interference with the orderly conduct of a judicial proceeding or Student Conduct Hearing Committee.

d. Attempting to discourage an individual’s proper participation in, or use of, the District judicial system.

e. Attempting to influence the impartiality of a member of a judicial body prior to, and/or during the course of, the judicial proceeding or Student Conduct Hearing Committee.

f. Failure to comply with the sanctions imposed under the Standards of Conduct and/or Education Code.

g. Influencing or attempting to influence another person to commit an abuse of the judicial system.

27. Operating bicycles or motorized bicycles, skateboards, roller skates, roller blades, scooters, and other similar devices on any property owned, maintained, or controlled by the District in violation of AP 6850 titled Bicycles, Skateboards, Roller Skates, Roller Blades, Scooters and Other Similar Devices on Campus.

The College will provide legal defense in any proceeding brought against an employee for any act or omission made within the scope of his or her employment by the college, to the full extent provided by law, including but not limited to Government Code 995, et seq.

▶ From current College of Marin Policy 4.0025 titled Care of District Property

The Board charges each student in the District with the responsibility for the proper care of District property, supplies, and equipment entrusted to her/his use.

Students who lose or damage District property shall be notified in writing of the amounts due and the actions which may be taken for failure to pay. Such actions may include the imposition of fees for the loss, damage, or defacement of books and equipment, the cancellation of registration, the withholding of grades or transcript; and, in extreme cases, legal action.

▶ From current College of Marin Policy 4.0020 titled Student Rights and Responsibilities (EC 76120)

Students have the right to an education and the rights of citizenship. No student shall be deprived of equal access to the educational program, equal treatment, due process, presumption of innocence, free expression and association, and privacy of thought.
Students shall be free to organize and join groups in pursuit of their interests. Students and recognized student organizations shall be free to examine and discuss questions of interest to them and to express their opinions publicly and privately without fear of reprisal. They shall be free to support legal causes by orderly means which do not disrupt the operation of the District and which are consistent with constitutional guarantees.

The rights guaranteed to each student include responsibilities such as respect for the rights of others, acceptance of properly constituted authority, and compliance with the policies, regulations, and procedures of the District. Each student bears full responsibility for his or her actions.

In keeping with the ideals of a democracy, students shall be granted the rights and responsibilities of self-government. In the activities of student groups and the conduct of student government, discrimination based on race, religion, ethnicity, national origin, sex, age, physical handicap, disabled veterans, medical condition (cancer-related), marital status, or sexual orientation shall be expressly prohibited. This nondiscrimination policy covers treatment of all students in college programs and activities.

Students who engage in any of the above conduct are subject to the procedures outlined in AP 5520 titled Student Discipline Procedures.

Also see BP/AP 6850 titled Bicycles, Skateboards, Roller Skates, Roller Blades, Scooters and Other Similar Devices on Campus, AP 6520 titled Security for District Property, BP/AP 3410 titled Nondiscrimination, and BP/AP 3900 titled Speech: Time, Place, and Manner

NOTE: The wording in black ink is from current Policy 4.0020 titled Student Rights and Responsibilities adopted on 2/24/82 and revised on 2/12/85 and 1/14/92; Policy 4.0022 titled Student Conduct adopted on 2/24/82 and revised on 2/12/85, 7/11/89, 1/15/91; and 6/28/05 and Policy 4.0025 titled Care of District Property adopted on 2/24/82 and revised on 2/12/85. The language struck through is recommended for deletion. The language in underlined italics reflects additions recommended by Student Development and Special Services, Margaret Merchant, District legal counsel and, Virginia Riegel, District legal counsel. Reviewed and approved by Academic Senate 3/3/11.

Date Adopted:
(Replaces current College of Marin Policies 4.0020, 4.0022, and 4.0025)
BP 7270 STUDENT EMPLOYEES

References:

Education Code Sections 69960(f) and 88003

Only enrolled College of Marin students can be employed as student employees. A student's primary role at College of Marin is to obtain an education. Student employees may only be employed as student assistants hired by specific departments or placed in particular departments/offices through the work-study program while enrolled in classes.

Full and part-time College of Marin students shall only be employed part-time regardless of funding source and shall not be a part of the classified service nor perform tasks commensurate with an established classified position. Student employees are hired to gain work experience and develop new skills. Tuberculosis tests are required for all student employees. Certain additional clearances (e.g., fingerprinting, etc.) may be required based on the work location and assigned responsibilities. Student employees can only work in one capacity (i.e., cannot work as a student employee and a short-term or professional expert or substitute).

Specific procedures governing hiring processes, applications, and eligibility requirements for student employees can be found in the Human Resources Office.

From current College of Marin Policy 5.0008 titled Student Employees (EC 88003)

The Board recognizes that the students of the District are a valuable personnel resource to help the District provide educational and support programs. Students shall be employed in capacities for which they have competence whenever such employment is appropriate and in accordance with established regulations and procedures.

Student compensation shall be paid based on a schedule approved by the Board on an annual basis.

NOTE: The language in black ink is current College of Marin Policy 5.0008 titled Student Employees adopted on 2/24/82 and revised on 2/12/85. The language struck through is recommended for deletion. The language in underlined italics is recommended by Human Resources. Reviewed by TF 3/3/11 and recommended to go forward.

Date Adopted:
(Replaces current College of Marin Policy 5.0008)
BP 7335 HEALTH EXAMINATIONS

References:
42 U.S Code Section 12112;
29 Code of Federal Regulations, Part 1630;
Government Code Section 12940

The Superintendent/President shall establish administrative procedures related to medical examinations of candidates for appropriate positions prior to assuming the duties of the position. Such pre-employment medical examinations shall be required only after a conditional job offer has been made, and shall be required of any candidate for a position for which a pre-employment medical examination has been deemed appropriate. No candidate shall be required to participate in such an examination solely on the basis of the candidate’s age or disability.

The procedures may require any employee to undergo a physical or mental examination where such a fitness for duty exam is job related and consistent with business necessity. Such medical examinations shall be at the District’s expense and shall be conducted by a physician chosen by the District.

- From current College of Marin Policy 5.0014 titled Medical Examinations

In order to certify the fitness of candidates and employees to perform the duties of their positions and to protect the health of students from communicable disease, it is the policy of the Board to require certain physical examinations and medical tests.

All employees shall, as a condition of initial employment, furnish to the District a valid tuberculosis clearance statement.

It is the policy of the Board, in accordance with statutes, to require, and to bear the expense of, a physical or psychiatric examination to determine the fitness of an employee to perform his or her duties, if there is clear and adequate cause to believe such examination is necessary.

NOTE: The underlined regular text signifies legally advised language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in black ink is current College of Marin Policy 5.0014 titled Medical Examinations adopted on 2/24/82. The language struck through is recommended for deletion. This policy was reviewed by Human Resources on 12/11/08. Reviewed by TF 3/3/11 and recommended to move forward.

Date Adopted:
(Replaces current College of Marin Policy 5.0014)
To: Board of Trustees                                      Date: May 17, 2011
From: Superintendent/President                       Item & File No. B.10.H.1
Subject: Measure C Contracts
Reason for Board Consideration: CONSENT APPROVAL
Enclosure(s): None

BACKGROUND:
New contracts, amendments and change orders to Measure C bond modernization program contracts are listed below for Board approval or ratification. Full copies of the contract documents are available for review in the Swinerton office.

<table>
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<tr>
<th>Contract Description</th>
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<td><strong>Construction Contracts – Ratification</strong></td>
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<td>Rainbow Waterproofing &amp; Restoration Co.</td>
<td>Transportation Technology Complex Project (402A)</td>
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<tr>
<td>Ashbury General Contracting &amp; Engineering</td>
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<td>Perfect Timing Personnel Services, Inc.</td>
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<td>B. Cantaruti Electric, Inc.</td>
<td>Main Building Complex Project (417A) &amp; Transportation Technology Complex Project (402A)</td>
</tr>
<tr>
<td>KD Specialty Contractors, Inc.</td>
<td>Main Building Complex Project (417A)</td>
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<tr>
<td>San Joaquin Chemicals, Inc.</td>
<td>SMCP Increment No. 1 – Site Development Utilities project (305C)</td>
</tr>
<tr>
<td>Classic Plumbing</td>
<td>New Fine Arts Building Project (306C)</td>
</tr>
<tr>
<td>Western Sign Company, Inc.</td>
<td>Main Building Complex Project (417A)</td>
</tr>
<tr>
<td>Dan Davis Communications</td>
<td>Main Building Complex Project (417A)</td>
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<tr>
<td>New Professional Services Agreements - Ratification</td>
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<tr>
<td>Consolidated Engineering Laboratories</td>
<td>Performing Arts Building Modernization Project (306A)</td>
</tr>
<tr>
<td>TLCD Architecture</td>
<td>New Academic Center (303B)</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Construction Change Orders – Approval</th>
<th></th>
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<tbody>
<tr>
<td>Di Giorgio Contracting Company, Inc.</td>
<td>Main Building Project (417A)</td>
<td>$14,097,250.00</td>
<td>33</td>
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<td>$1,306,328.00</td>
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<tr>
<td>Midstate Construction Corporation</td>
<td>Performing Arts Modernization Project (306A)</td>
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<td>$1,232.00</td>
<td>$1,252.00</td>
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<td>Jeff Luchetti Construction, Inc.</td>
<td>New Fine Arts Building Project (306C)</td>
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<td>$24,212.00</td>
<td>$1,238,681.74</td>
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<td>Di Giorgio Contracting Company, Inc.</td>
<td>Utilities IVC Project (407B)</td>
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<td>$6,023.00</td>
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<thead>
<tr>
<th>Professional Services Amendments – Ratification</th>
<th></th>
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<tr>
<td>Crown Worldwide Moving and Storage, Inc.</td>
<td>PA &amp; FA Surplus Disposal (850I)</td>
<td>$21,103.00</td>
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<td>Crown Worldwide Moving and Storage, Inc.</td>
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<td>Hardison, Komatsu Ivelich &amp; Tucker</td>
<td>MEP Supplemental Project (308B-402A-417A-407B)</td>
<td>$1,145,125.00</td>
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<td>$64,500.00</td>
<td>$707,074.00</td>
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<tr>
<td>VBN Architects</td>
<td>Main Building Complex Project (417A)</td>
<td>$1,927,086.00</td>
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<td>$(1,000.00)</td>
<td>$129,048.00</td>
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<td>LSA Associates, Inc.</td>
<td>SMCP Increments 2 &amp; 3 (305A)</td>
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<td>Sensible Environmental Solutions</td>
<td>Diamond PE Center Alterations Project (308B)</td>
<td>$15,000.00</td>
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<td>$(9,456.75)</td>
<td>$202,141.25</td>
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<td>Kleinfield, Inc.</td>
<td>Diamond PE Center Alterations Project (308B)</td>
<td>$190,000.00</td>
<td>8</td>
<td>$(4,613.61)</td>
<td>$40,342.39</td>
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</table>

**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.

Administrator Initiating Item: Laura McCarty  
Administrator Approving Item: David Wain Coon, Ed. D.  
Superintendent/President:
BACKGROUND:

On February 11, 2011 Midstate Construction Corporation was awarded a construction contract for the Performing Arts Building Modernization Project (306A).

Substitutions may be initiated by the General Contractor or subcontractor for various reasons, as defined in section 4107 of the public contracting code. Midstate Construction Corporation requested that the following contractor be released from their contract:

- **Allen-Simmons Heating and Sheet Metal Company** – sheet metal work to be replaced by Kodiak Union Roofing Services, Inc. *Reason: Unable to reach mutually acceptable terms.*

The released party had the right to request a formal hearing by the District within five (5) days of receiving a written notice requesting substitution. The subcontractor did not request a hearing; therefore, it is recommended that the Board approve the above mentioned subcontractor substitution.

FISCAL IMPACT:

None

RECOMMENDATION:

The Superintendent/President recommends to the Board of Trustees that Midstate Construction Corporation’s request for subcontractor substitution be granted.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: May 17, 2011
Item & File No. B.11.A.1

Subject: Approve New Professional Services Agreement for Track Design Services
PE Track Renovation Project (308G)
Verde Design, Inc.

Reason for Board Consideration: ACTION - APPROVAL
Enclosure(s): None

BACKGROUND:
At the April 19, 2011 Board meeting the College of Marin PE Track Renovation Project (308G) was approved and funded, and design will start immediately, with a goal of completing construction in the September/October 2011 timeframe.

The project scope includes replacement of the track surface and subsurface, as well as demolition of the existing bleachers. Additive alternates will include the renovation of the existing "D Zone" field areas and a replacement of the existing bleachers in a manner suitable for a short turn around with the DSA (Division of the State Architect). The “additive alternates” will be funded based upon available budget and may be put on a separate timeline if the DSA approval process requires additional time.

Landscape Architectural and Civil design services are required for the scope of work. Requests for Qualification and Proposals were solicited from three firms as follows:

1. Abey Arnold Associates

After a qualification interview and careful review of the proposals, Verde Design, Inc. was selected for design services for the work.

FISCAL IMPACT:
This new agreement for design services will be paid from Measure C Bond funds from the PE Track Renovation Project (308G). Negotiations and final agreement for services will be brought to the Board for ratification at the first scheduled meeting following execution of the agreement.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve a new agreement for design services with Verde Design, Inc. for the PE Track Renovation Project (308G).
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:        Board of Trustees                  Date:    May 17, 2011
From:      Superintendent/President             Item & File No. B.11.A.2
Subject:   PE Track Renovation Project (308G)  
           Authorize Bidding
Reason for Board Consideration:  ACTION - APPROVAL  
Enclosure(s):  None

BACKGROUND:

At the April 19, 2011 Board meeting the College of Marin PE Track Renovation Project (308G) was approved and funded, and design will start immediately, with a goal of completing construction in the September/October 2011 timeframe. The base scope for the project consists of site and subsurface preparation for a MONDO track replacement and installation and demolition of the existing bleachers.

A CEQA “Notice of Exemption” was filed with the County of Marin’s Clerk’s Office for the project.

This request will authorize the bidding process for the PE Track Renovation Project (308G).

FISCAL IMPACT:

At this time, a final reconciled engineer’s estimate for the project is not available due to the timing of this request. However, the project will not exceed the Board approved limit of $1,250,000 total project cost. A final contractor’s bid containing the final construction budget will be brought to the Board for ratification, utilizing the usual procedures. The Project will be paid from Measure C bond funds allocated for the PE Track Renovation Project (308G).

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize the bidding process to proceed for the PE Track Renovation Project (308G).
BACKGROUND

At the April 19, 2011 Board meeting the College of Marin PE Track Renovation Project (308G) was approved and funded. Design will start immediately, with a goal of completing construction in the September/October 2011 timeframe.

The project scope includes replacement of the track surface and subsurface, as well as demolition of the existing bleachers. Additive alternates will include the renovation of the existing “D Zone” field areas and a replacement of the existing bleachers in a manner suitable for a short turn around with the DSA (Division of the State Architect). The “additive alternates” will be funded based upon available budget and may be put on a separate timeline if the DSA approval process requires additional time.

In accordance with Public Contract Code, the project will be publicly bid. However, the District is eligible to procure and install the MONDO running surface through the District’s “California Multiple Award Schedules” (CMAS) purchasing agreement. The procurement process should provide a savings to the project budget. All other work will be procured and installed by a licensed general contractor.

The Board of Trustees is asked to pre-authorize award of a construction contract to the lowest responsive responsible bidder following the five (5) business day bid protest period or upon successful resolution of any bid protests for the track subsurface, site preparation and demolition of the existing bleachers. The Board of Trustees is also asked to pre-authorize award of a CMAS contract for procurement of the MONDO track surface and installation.

Both contracts will be brought to the Board for ratification at the first scheduled meeting following execution of the contracts.

FISCAL IMPACT

The final cost estimate for construction is not available at this time, but the project budget will not exceed the board approved amount of $1,250,000. The contract will be paid from bond funds budgeted for the PE Track Renovation Project (308G).

RECOMMENDATION

The Superintendent/President recommends that the Board pre-authorize award of a construction contract to a General Contractor to the lowest responsive responsible bidder subject to successful completion of the five (5) business day bid protest period; and pre-authorize award of a CMAS contract for the track running surface (MONDO) and installation for the PE Track Renovation Project (308G).
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: May 17, 2011

Item & File No. B.11.B

Subject: Agreement with Fresh & Natural Food Service Group and Fresh & Natural Café LLC 95

Reason for Board Consideration: APPROVAL

Enclosure(s): Agreement

BACKGROUND:

In March 2010, the District advertised for a Food Service Provider Request for Proposal in the Marin Independent Journal. The District received two responses. In July, a Food Service Committee met and decided that due to the lack of response, the District should go out for proposals again.

In October 2010, the District advertised again in the Marin Independent Journal, San Francisco Chronicle and the Press Democrat. This second request produced five (5) responses from the following companies:

- Cougar’s Den (College of Alameda)
- Fresh & Natural Food Services Group
- Majestic Food Service
- Maki Enterprises (Current Food Service Provider)
- Subway Franchise

In November 2010, a selection committee consisting of a student and staff members from Fiscal Services, Student Development and Student Affairs, reviewed the five proposals. The committee compared menus, pricing, presentation, other Colleges served, quality of food options, selection of healthy food options and catering services. The committee felt that Fresh & Natural Food Services was the proposal that would best meet the needs of the College.

Staff developed an agreement in coordination with Fresh & Natural Food Services for these services. The agreement has been reviewed by School & College Legal Services. The insurance sections have also been reviewed with Keenan and Associates and the Marin Schools Insurance Authority and are appropriate.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreement for food services with Fresh and Natural Food Service Group and Fresh and Natural Café LLC 95.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
Food Services Contract
for
Marin Community College District

I. General Provisions

A. **Names of Parties:** This Food Services Contract “Contract” shall be between the Marin Community College District, also known as College of Marin, hereinafter “District” and Fresh & Natural Food Service Group and Fresh & Natural Café LLC 95, a Food Service Company licensed to do business in the State of California, hereinafter “Contractor.”

B. **Purpose of Contract:** Contractor will provide food services to District at the College of Marin Campus, located at 835 College Avenue, Kentfield, California, 94904 as described in its Request for Proposal dated November 10, 2010, hereinafter “Proposal.”

During the term of this Contract, District and Contractor may negotiate additional food services at the Indian Valley Campus, located at 1800 Ignacio Boulevard, Novato, California, 94949. Definition and terms of additional services at that campus will be defined by an addendum to this Contract based on the concepts provided by Contractor in the Proposal.

C. **Contract Period:** This Contract is valid upon the signature of both parties. The Contract term is sixty (60) months, commencing on July 1, 2011 and terminating at close of business, June 30, 2016. At District’s sole option, this Contract may be extended for two (2) additional one (1) year periods ending June 30, 2017 and June 30, 2018 respectively.

D. **District Representatives:** The Dean of Student Development and Special Services hereinafter “Dean” will be the point of contact for the day-to-day food service operations. The Vice President of College Operations, hereinafter “Vice President” will be the point of contact for all Notices and contract related issues.

E. **Independent Contractor:** Contractor shall perform all services as an independent Contractor, and shall discharge all of its liabilities as such. No acts performed, or representations made, either orally or in writing, made by the Contractor to third parties shall be binding on the District. Contractor has control over its work and the manner in which it is performed. Contractor is not an employee or agent of District, and is not entitled to any sick leave, vacation, or health and welfare benefits established by State statutes, or Board policies for employees of District.

F. **Key Employee Selection:** District reserves the right to be included in the selection and evaluation processes for the Manager and Chef/Head Cook chosen to manage and operate District’s food services to assure District’s needs are being met.
G. **Contractor Personnel**: Contractor will maintain background checks, health clearances, W-2 and I-9 forms and work agreements on all personnel working at District as defined in the Proposal, Item II. C. Employment Requirements (Page 10) and attached for reference as Attachment A. Employees that do not meet required health and background checks for working at a community college will not be eligible to work at District.

H. **Cafeteria Serving Area Modifications**: Contractor, at Contractor cost, will add the following equipment to the cafeteria area, two (2) new five-foot Signature salad bars, one (1) new coffee/ espresso bar and one (1) new cash register (Attachment B). Prior to addition of equipment or modification to facilities, Contractor will submit written detail and plans, including electricity, phone and/or other requirements, to the Director of Maintenance and Operations for approval. Modifications to the facility will be implemented only with prior written approval from the District Director of Maintenance and Operations. Upon written approval, all work will be coordinated with the Director of Maintenance and Operations and must comply with all applicable codes and requirements regulating a community college facility. District shall provide the connection for phone line above cash register and internet drop at manager’s office. Contractor will pay for the phone line, phone service and internet service. District will provide electrical outlet on ceiling above cash register. All costs for new equipment and installation of such equipment shall be borne by Contractor. All added equipment is property of Contractor.

I. **Inventory of Existing Equipment & Small-wares**

District and Contractor shall meet to inventory District equipment and small-wares at a mutually agreed time after current vendor vacates area and prior to Contractor move in date.

J. **Menu Items and Pricing**: Contractor shall abide by the written menus and prices as submitted in the Proposal to District. Contractor shall present any changes in menu items and/or pricing for approval to the Dean, at least thirty (30) calendar days before the requested changes would take effect. District shall respond to the menu change request in writing within ten (10) calendar days after receipt thereof.

K. **Operating Hours**: Hours of Operation shall be as follows:

<table>
<thead>
<tr>
<th>Semester Hours</th>
<th>Monday – Thursday</th>
<th>8:00 a.m. – 7:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday</td>
<td>8:00 a.m. – 2:00 p.m.</td>
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<tr>
<td>Saturday</td>
<td>To Be Determined</td>
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</table>

Summer and Semester Break hours to be determined mutually by Contractor and
District. Contractor shall provide a written request for changes in operating hours to the Dean a minimum of thirty (30) calendar days before the requested schedule changes are to take effect. District shall respond in writing to the schedule change request within ten (10) calendar days after receipt thereof. District reserves the right to change food service operational hours to accommodate a special event or program at its discretion. In the event of any changes to operational hours by the District, the District shall provide Contractor with seven (7) calendar days advance notice in writing.

L. **Commission Payment Schedule:** Contractor shall pay a monthly sales commission of four (4) percent of gross sales, less sales tax on food and catering services by the fifteenth 15th day of each month for the previous month’s sales during the term of the Contract. Monthly sales reports and profit and loss statements will be submitted along with appropriate commissions to the Associated Students College of Marin, Attention Accounts Receivable, 1800 Ignacio Blvd., Novato, California, 94949 no later than the fifteenth (15th) day of the following month.

M. **Additional Financial Incentives:** Contractor will award to the College of Marin Foundation Scholarship Fund two (2) $500.00 scholarships per contract year. Contractor will also make two (2) $500.00 donations per contract year on behalf of the Associated Students College of Marin in coordination with the Dean to the charities of the Associated Students’ choice.

N. **Performance Bond:** Contractor shall provide the District with a Performance Bond in the amount of ten thousand dollars ($10,000.00). This Performance Bond will be maintained for the entire term of the Contract. See Attachment D for example.

O. **Insurance:** Contractor shall provide at its expense the insurance amount and policies listed below and shall deliver certificates of insurance to Vice President evidencing the insurance coverage. The certificates of insurance and the insurance policies shall contain a provision that coverage afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. Contractor's insurance policies shall name the Marin Community College District as an additional insured to the policy by endorsement. All insurance and coverages required and maintained by Contractor under this Contract if overlapping with insurance maintained by the District shall be deemed primary and non-contributing with any policies maintained by District. District insurance policies shall be deemed excess insurance.

1. **Commercial General Liability Insurance:**
   A. Each Occurrence $1,000,000.00
   B. Products/Operations $1,000,000.00
   C. Aggregate $3,000,000.00

2. **Business Automobile Liability with Coverage Limits of:**
A. Per Occurrence

3. Workers Compensation Insurance in accordance with limits established by law.

4. Employee dishonesty insurance.

5. Performance Bond

$1,000,000.00

$10,000.00

No changes in insurance may be made without the written approval of the Vice President. District reserves the right to approve or disapprove any insurance changes proposed by the Contractor.

P. **Drug-Free Workplace Certification**: Upon execution of this Contract, Contractor certifies that it is aware of the provisions and requirements and is in compliance with the Drug-Free Workplace Act of 1990 (California Government Code 8350 et seq).

Q. **Program Management**: Contractor shall have a full-time experienced on-site manager to supervise daily food service operations and shall employ adequate full-time and part-time staff required to provide food services. All staff will be trained in the areas of sanitation, food production, presentation and customer service. At District request, Contractor will conduct periodic surveys to evaluate customer satisfaction with food services. The survey results will be shared with the Dean.

R. **Access to Facilities**: Contractor shall have the exclusive use of the cafeteria kitchen area, food storage areas, refrigerated storage areas, cafeteria office and additional cafeteria areas. See Attachment C. Duly authorized District personnel shall have emergency access at any time to the facilities used by the Contractor for the food service operations. District shall have the right to use the general dining areas for dining, lounging, classes, meetings, dances, functions and activities when it does not interfere with the Contractor’s regularly scheduled food service hours.

S. **Permits, Licenses, Ordinances and Regulations**: Any fees required by Federal and State laws, codes and/or tariff that pertain to equipment being supplied or work being performed by the Contractor will be paid by the Contractor. All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the Contractor, and the Contractor shall give all notices that are required in connection with Contract execution. Contractor shall comply with all applicable licensing requirements, and applicable Federal and State laws, local and District regulations, ordinances and codes, which are in effect during the execution of this Contract and which place obligations on the Contractor with respect to its performance under any subsequent contractual commitment. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of this Contract.
T. **Fair Labor Practices Compliance:** By executing this Contract, Contractor certifies and acknowledges compliance with all Federal Fair Employment Practices, Equal Employment Opportunity, Section 504 and Title IX Regulations. Contractor will provide equal access to its services and shall not discriminate with regard to national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, veteran status, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, advancement, or other employment-related activity for food service personnel.

U. **Health Standards:** Contractor shall comply with all State and local health standards and ordinances relating to food service operations and the maintenance and cleanliness of storage, kitchen, serving, and dining areas. Contractor shall notify Vice President of any health violation notices immediately.

V. **Taxes:** Contractor shall be solely liable for, and shall pay at its sole expense, all taxes lawfully assessed in connection with or arising out of this Contract, including, but not limited to, income taxes, federal and state employee taxes, California State sales tax, and any local Property Taxes or special assessments.

W. **Exclusions:** The following food services are not included in this Contract:

1. Concessions at athletic contests, concerts, theater productions, foundation, or other special District events.
2. The sale of gum, candy, snacks, food and beverage items by the District Bookstore.
3. Vending machines for beverage, snacks and food.
4. Food or beverage requirements of third parties who might be or are renting facilities from the District.
5. The periodic sale or give away of non-commercial food and beverage items by District, ASCOM or ASIVC, sponsored clubs, other organizations for educational, promotion and fundraising purposes.
6. Catering services are not part of this Contract; however, Contractor is encouraged to compete for catering services that may be desired for District activities and events.
7. Mobile food truck service providing food and beverage services to Contractors at campus construction sites.
8. Periodic barbecues, picnics, receptions, potluck meals, food and bake sales, conducted by and for District faculty and staff or student groups.

II. **Logistics, Maintenance and Cleaning**

A. **Contractor Responsibilities:** Contractor is responsible for all food, labor, equipment, materials and supplies required to administer this Contract. These responsibilities include, but are not limited to, the following:
1. **Menu:** Contractor will plan the menu program, with the input from Dean, staff and student advisors or committees, to include varied and diverse menu selections that cater to the District's diverse student population. Menu items will include, but not be limited to, ethnic food choices, vegetarian menu items, salads/salad bar, occasional holiday fare and fast food items. A list of menu items and pricing shall be posted in the cafeteria area at all times. All item prices will be clearly marked. Contractor will confer with Dean to change menu items upon suggestions by District staff and students or suggestions from Contractor as necessary. Contractor must have written approval of all proposed menu item changes by the Dean.

2. **Food Services:** Contractor is responsible for procurement of food, including condiments, dressings, spices and other foodstuff items required in preparing and serving menu. Contractor will furnish, at no cost to District, all additional equipment and utensils required to maintain food services and related customer services. Contractor agrees to furnish at its own expense all required preparation, storage, display and serving equipment required for the successful implementation of a food service program. Contractor shall be responsible for the daily cleaning and sanitation of all food service and preparation surfaces and equipment. Contractor shall hire and retain qualified cooks/chefs, food preparation personnel, cashiers, and all other staff required to meet the food service requirements. Items defined above, are in addition to District-owned small-wares and equipment on site.

3. **Dining Area Daily Cleaning:** Contractor will provide daily bussing, cleaning and sanitation of tables, sweeping and mopping of floors, vacuuming of carpeted areas, regular trash removal and clean up of spills in dining area. Contractor will be responsible for keeping these areas organized, clean and free of debris when open for business as required by standards for any food service operation. Contractor will empty trash receptacles in food service area, and assure that all wet trash is disposed of in wet garbage bin. Contractor will clean trash receptacles of spills and food and keep in sanitary condition. Contractor will supply items needed to complete their required cleaning and maintenance duties related to this section.

4. **Kitchen Area Daily/Weekly Cleaning:** Contractor shall be responsible for the daily cleaning of all floors, sinks and drains as required by standards for food service operations. Contractor shall be responsible for cleaning the underside of the kitchen hood up to, but not including the filters as required by standards for food service operations. Contractor will be responsible for the cleaning and sanitation of all surfaces and equipment within the kitchen area such as but not
limited to; stoves, ovens, refrigerators and freezers. All wet garbage will be disposed of in wet garbage bin. Contractor will maintain and keep clean all equipment and perform regular preventative maintenance on all Contractor-owned equipment. Contractor will dispose of grease and any hazardous materials at its own cost in accordance with all Federal, State and local laws and regulations.

5. **Service Distribution and Layout:** Contractor duties include maintaining adequate food and materials inventories to support the food services without disruption in service. Contractor must comply with regulatory health and safety standards for handling, preparation, serving and storing perishable foods. Contractor shall design and implement efficient operational floor plans for the kitchen, serving area, dining room and all other space assigned to the Contractor. Contractor shall ensure its operations comply with all applicable safety requirements including the Americans with Disability Act (ADA), Cal-OSHA and District policies and procedures and that Material Safety Data Sheets (MSDS) are kept current.

6. **Fire Safety:** Contractor will follow appropriate standards for fire prevention and safety in kitchen and food service areas.

7. **Annual Deep Cleaning:** Contractor will be responsible for the annual deep cleaning of kitchen stove, oven, hoods (up to the hood vent pipe), and floor drains used in the Food Service operations.

8. **Wet Disposal Service:** Contractor will procure, at Contractor expense, one (1), covered, locking, minimum of a three yard wet garbage bin for the purpose of refuse disposal of all wet garbage, including dining area garbage, on a regular basis. Cover must be kept closed and locked when not in use.

9. **Cooking and Frying Oil Removal Services:** Contractor shall provide for the pick-up and removal of all cooking oil used in its food service operations at Contractor expense.

10. **Disposal Containers:** Contractor will supply and clean any recycling containers for bags of paper products, plastic and aluminum cans. Contractor will empty containers on a regular basis. Contractor must comply with current and future recycling mandates.

11. **Work Performance Standards:** Contractor warrants and represents to District that all contracted systems and services shall be completed in a good and workman-like manner and in accordance with the food services industry, standards and best practices.
B. **District Responsibilities:** District responsibilities include, but are not limited to, the following:

1. **Dry Disposal Service:** District, at its cost, will provide Contractor with primary use of one (1), three (3) cubic-yard dry garbage bin for the purpose of dry garbage refuse disposal. No wet garbage to be placed in this bin.

2. **Facility Space:** District will provide to Contractor such space in the Kentfield Student Services Center for the food service operations indicated in the contract documents. See Attachment C.

3. **Facility and Equipment Maintenance & Cleaning Services:** District will provide normal facility and utility system maintenance, including replacement or repair of District-owned kitchen, cafeteria and dining room equipment, fly screen, refrigerators, garbage receptacles, wall coverings, light fixtures, flooring, and furniture that has been damaged from normal operation of the Food Services Program. District will replace light bulbs as needed. District shall be responsible for annual deep cleaning of the floor grease traps and the kitchen stove hood vent from filter level up.

4. **Fire Extinguishing Hood Equipment Testing:** District will have fire-extinguishing and hood system equipment inspected on a yearly basis and fix or replace, as needed any outdated or non-performing equipment.

5. **Student Service Center and Dining Area:** District will be responsible for the periodic deep cleaning, including waxing and buffing of all Terrazzo floor areas and the shampooing of carpeted areas and associated costs.

6. **College Special Events/Activities in Dining Area:** District will be responsible for cleaning and trash removal after special College events and activities and will return dining area to regular condition after such events/activities.

III. **Indemnities, Miscellaneous and Supplementary**

A. **Contractor:** Contractor shall indemnify, hold harmless and defend District and trustees, officers, students, employees, and agents from and against any liability, loss, damage or expense arising out of or connected with Contractor’s negligent acts or omissions under this Contract.

B. **District:** District shall indemnify, hold harmless and defend Contractor, its officers, management, employees and agents from and against any acts or omissions of District, its employees or agents arising out of or connected with District’s negligent acts or omissions under this Contract.
C. **Catastrophe:** Neither Contractor or District shall be liable for failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, earthquake, act of God or inevitable accident, civil disorder or disturbance, strikes on the part of Contractor's union or employees, or by Contractor's suppliers' unions or employees, vandalism, war, riot, sabotage, weather or energy-related closing, governmental rules or regulations or like causes beyond the reasonable control of such party.

D. **News Releases, Publicity and Advertising:** News releases or any other external or internal publicity pertaining to District, this Contract, or the subsequent services to which it relates shall not be made without prior written approval of District, and then only in coordination with the Vice President. In no instance shall District or Campus names be used by Contractor in connection with any advertising or promotions without the specific written consent of the Vice President.

E. **Contract Changes:** Changes to this Contract may be made by mutual written agreement of by both parties and attached to this Contract by addendum.

F. **Contract Default Termination:** If Contractor fails to provide, produce, deliver, install, or implement any materials, processes, programs, information or other contracted goods and services in accordance with this Contract, District may, upon ninety (90) calendar days written notice to the Contractor specifying the default, terminate this Contract. Prior to written Notice, District and Contractor may meet to attempt to correct the default. In the event of termination for cause, Contractor shall assist and cooperate with District in effectuating such termination in an orderly fashion in order to minimize disruption to the food services operation.

G. **Termination without Cause:** Either party may terminate this to this Contract without cause by giving the other party one-hundred and twenty (120) days written notice. Neither party shall give notice under this paragraph so that the services provided under this contract will be terminated during a semester. Semester dates are defined in the College Schedules.

H. **Material Omissions to Scope of Work:** It is District's expectation that the services set forth in this contract be completed as defined in the Proposal for the stated proposal fee structure. Any services or items omitted but reasonably necessary to accomplish this intent shall be performed or furnished by Contractor at no additional cost to the District.
I. **Material Breach:** In case of any material breach of this Contract resulting from either party, the aggrieved party shall be entitled to use mediation in the County of Marin or other legal remedies available in accordance with law to remedy the breach of contract.

J. **Severability:** If any portion of this Contract is determined to be invalid, Contractor and District agree that such determination shall not affect the validity of the remaining portions of the Contract. Contractor and District agree to substitute for the invalid portion a valid provision that most closely approximated the economic effect and intent of the invalid provision.

K. **Audit Rights:** District reserves the right to audit Contractor’s financial records regarding District’s account at any time during the term of this Contract and for a period of five (5) years after Contract termination date.

L. **Assignment:** Contractor may not assign this Contract.

M. **Notices:** All required written communications by either District or Contractor shall be by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery with receipt acknowledged to the individuals at the addresses below. With mutual agreement of both parties, the communication method of written notices may be changed.

**Notice to District:**

Marin Community College District  
Attn: Albert J. Harrison II  
Vice President, College Operations  
1800 Ignacio Blvd  
Novato, CA 94949

**Notice to Contractor:**

Fresh & Natural Food Service Group and  
Fresh & Natural Café LLC  
Attention: Marie Le  
President  
426 South Main Street  
Milpitas, CA 95035

Signature Page Follows:
IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by their respective proper officers; thereunto duly authorized the day and year first above written.

MARIN COMMUNITY COLLEGE DISTRICT

Signature

Albert J. Harrison II
Vice President, College Operations

Date

FRESH & NATURAL FOOD SERVICE GROUP
Fresh & Natural Café LLC 9

Signature

Printed Name

Title

Date

Final 5/12/11
Labor Code 1426, which become final, or obtained an injunction under Labor Code 1429.

b. For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

C. Employment Requirements

Fresh & Natural Food Service Groups employs trained and qualified personnel with multiple years of experience in the food industry. We require the following from each employee regardless of experience and references to ensure only the best employees work at Fresh & Natural Food Service Group:

- Background Check
- Health Clearance
- W-2 and I-9 Forms
- Work Agreement

D. Student Employment

Fresh & Natural Food Service Group is always excited to be able to work closely with students who wish to make a future in the food service industry. In as much, we offer employment opportunities to responsible, mature students who are truly serious towards a career in food service.

We will provide employment on a part-time basis either through the Federal Work/Study program or as independent workers. We provide competitive wages and flexible hours. All student-employees must undergo an interview and reference review process, as well as meet Fresh & Natural Food Service Group employee requirements. We provide all necessary and required training.

We offer many standard positions in our cafeteria operations, including: Food Service Worker (duties include prep, deli, catering) and Cashier. Other positions that are available to students after an intensive and detailed interview process include grill cook, chef, and assistant manager.

With these opportunities, Fresh & Natural Food Service Group hopes to be able work with, teach, and learn from outstanding individuals at Marin Community College District.

E. Training

Fresh & Natural Food Service Group provides extensive training for on-site Managers and cafeteria employees.

Training for Managers includes the following:
Appendix 2: Kentfield Cafeteria Serving Area Additions & Re-Configuration

Proposed Additions & Re-configuration for Cafeteria Serving Area

New 5' Signature Salad Bar  New 5' Signature Salad Bar  Beverage Coolers & “Fresh-2-Go” Grab n’ Go Food Coolers

Enter

Fountain Soda & Snack Area

New Coffee & Espresso Bar  🍊🍊 Hot Food Grab n’ Go Oven  Chef's Entrée of the Day
- Grill Favorites
- The Market Deli
- The Pizza Oven

Exit

Fresh & Natural Food Service Group
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Governing Board of the ________________ COMMUNITY COLLEGE DISTRICT (hereinafter called the Owner or District) has awarded to:

Fresh & Natural, Inc. dba Fresh & Natural Food Service Group

hereinafter designated as the "Principal") a contract for work as described as follows:

FOOD SERVICES AGREEMENT

and WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, We, the Principal, and

HCC Surety Group (Performance Bond Attached) as Surely,

are held and firmly bound unto the Governing Board, in the penal sum of ____________ dollars and no cents ($100,000) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her or its heirs, executors, administrators, successors, or assigns, shall be in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made or therein provided, on his/her or their part to be kept and performed at the time and the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify and save harmless the Governing Board of the ________________ Community College District, its officers, and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue and the said Surely, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 25th day of May, 2011 by their duly authorized agents or representatives.

Fresh & Natural, Inc. dba Fresh & Natural Food Service Group
Principal

By __________ Marie Le, President

HCC Surety Group
Surety Name

By __________ ALMMS Bond & Insurance Services
Agent for Surely

Performance Bond
Page 1 of 1
# MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

## BOARD AGENDA ITEM

<table>
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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 17, 2011</th>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.C</td>
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<tr>
<td>Subject:</td>
<td>Experience Agreement with The Regents of the University of California on behalf of University of California San Francisco School of Dentistry</td>
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<th>Reason for Board Consideration:</th>
<th>APPROVAL</th>
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<td>Enclosure(s):</td>
<td>Agreement</td>
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## BACKGROUND:

The attached is a renewal agreement with The Regents of the University of California on behalf of University of California San Francisco School of Dentistry for clinical experience for our Dental Assisting Students. The attached agreement has been reviewed with School and College Legal Services, Keenan & Associates for property and liability coverage, and Marin Schools Insurance Authority for worker’s compensation coverage.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreement with The Regents of the University of California on behalf of the University of California San Francisco School of Dentistry for clinical experience for our Dental Assisting students.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
MARIN COMMUNITY COLLEGE DISTRICT
(Dental Assisting Program)

THIS AFFILIATION AGREEMENT is made and entered into this 28th day of February, 2011, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF DENTISTRY (hereafter "AFFILIATE"), and Marin Community College District, with offices at 835 College Avenue, Kentfield, CA 94904 and a program location of Indian Valley Campus, 1800 Ignacio Blvd., Novato, CA 94949 (hereafter "DISTRICT"), with reference to the following facts:

WITNESSETH:

WHEREAS, DISTRICT conducts approved and accredited dentistry educational programs for dental assisting students (hereafter collectively referred to as “STUDENTS” or “TRAINNEES”) and desires access to facilities in which its STUDENTS can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to STUDENTS and desires to have said facilities so used; and

WHEREAS, the Commission on Dental Accreditation (“CODA”) of the American Dental Association (“ADA”) establishes and oversees the requirements for all accredited dental teaching institutions and programs in the United States; and

WHEREAS, the Dental Board of California (“DBC”) is a state-mandated regulatory board for licensure of qualified dental health care professionals and dental institutions; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENTS obtain their clinical experience at AFFILIATE’S facilities in accordance with the requirements of CODA and DBC (hereinafter collectively referred to as “ACCREDITATION ORGANIZATIONS”);

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF DISTRICT. DISTRICT agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by DISTRICT, the Joint Commission (TJC) and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect DISTRICT’S commitment to providing the highest quality in education and training programs to STUDENTS. A list of DISTRICT’S educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as Exhibit 1.

B. Ensure that its clinical experience programs provide appropriate supervision for all STUDENTS, as well as a schedule and educational environment that is consistent with proper patient

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care, the educational needs of STUDENTS, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select STUDENTS who are appropriately credentialed, licensed, or otherwise authorized to participate in DISTRICT clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as “Program”).

D. For each DISTRICT clinical experience program provided for under this Agreement, DISTRICT shall designate a DISTRICT program clinical faculty to provide coordination, oversight and direction of STUDENTS’ educational activities and assignments while at AFFILIATE’s facilities (hereafter “Program Director(s)” or “DISTRICT’S Program Director(s)”). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing assignment schedules of STUDENTS while at AFFILIATE. The parties agree that such schedules shall reflect DISTRICT’S educational mission and shall not be compromised by a reliance on STUDENTS to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that STUDENTS assume progressively increasing responsibility according to their levels of education, ability, and experience. DISTRICT shall determine the appropriate level of responsibility accorded to each STUDENT.

G. Provide the number of STUDENTS and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of schedules.

H. Develop and implement a mechanism for determining evaluation of the performance of STUDENTS to include, where appropriate, input from AFFILIATE.

I. Maintain records and reports concerning the education of STUDENTS and of STUDENTS’ time spent in the various educational activities referred to in this Agreement, as may be required by DISTRICT, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations and guidelines.

J. Require assigned STUDENTS to:

1. Comply with: AFFILIATE’S applicable Dental Staff Bylaws & Rules and Regulations; AFFILIATE’S policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of TJC and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the ADA;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by DISTRICT, in activities and assignments that are of educational value and that are appropriate to the course and scope of DISTRICT’S Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;
4. Cooperate in the timely preparation and maintenance of a complete patient record for each patient in whose care STUDENTS participate, on forms provided by the AFFILIATE. The patient record shall, at all times, remain the property of the AFFILIATE.

5. Submit to DISTRICT the following:

   a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;

   b. Evidence of Hepatitis B either positive antibody titers or immunization;

   c. Annual proof of negative tuberculosis testing by PPD skin test. Any STUDENT who has a positive PPD skin test will be required to provide DISTRICT with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

   Upon AFFILIATE request, DISTRICT will inform each STUDENT to submit copies of said documentation to AFFILIATE.

K. Provide AFFILIATE with a copy of DISTRICT’s and Dental Assisting Program Code of Conduct, if available, and assign a DISTRICT representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all DISTRICT clinicians and STUDENTS must comply with the requirements of DISTRICT’s Code of Conduct.

L. DISTRICT should provide PPE (gloves, disposable gowns, masks, protective eye wear) for its students.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

A. Maintain adequate facilities and support DISTRICT personnel at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the DISTRICT’s Program, and in a manner consistent with the standards and requirements established by DISTRICT and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE’s sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as Exhibit 2.

B. Provide services and develop systems to minimize the activities of STUDENTS that is extraneous to their educational program(s).

C. Ensure that DISTRICT clinicians who are supervising DENTAL ASSISTING STUDENTS at AFFILIATE facilities are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATIONS standards.

D. Cooperate with DISTRICT to ensure that STUDENTS assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

E. As applicable, conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENTS shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law,
STUDENTS shall participate in appropriate components of AFFILIATE'S quality assurance/performance improvement program.

2. AFFILIATE shall have a patient records system that assures the availability of patient records at all times and documents the course of each patient's illness and care. The patient records system must be adequate to support the education of STUDENTS and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

F. Designate, in consultation with DISTRICT, an employee of AFFILIATE to liaise with DISTRICT Program Director to coordinate STUDENTS' schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with DISTRICT. Upon execution of this Agreement, the DISTRICT(s) of AFFILIATE'S Site Director(s) shall be provided to DISTRICT'S Program Director(s).

G. Implement schedules for STUDENTS in conjunction with DISTRICT'S Program Director and in accordance with DISTRICT'S educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

H. Protect the health and safety of STUDENTS on rotation at AFFILIATE'S facilities by providing each STUDENT with the following:

1. Orientation of the type and scope provided by AFFILIATE to its dental students, including, but not limited to, information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT in the event of a needlestick injury to or other exposure of STUDENT to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties.

I. Maintain its license as a medical facility and comply with all applicable laws, regulations, TJC, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify DISTRICT within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, TJC and/or ACCREDITATION ORGANIZATION requirements.

J. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of DISTRICT and/or its educational programs.

K. With respect to any professional services performed by STUDENTS under this Agreement, AFFILIATE shall notify DISTRICT and its Program Director(s) as follows:
1. Immediately upon initiation of an investigation of a STUDENT or DISTRICT supervising clinician.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a STUDENT or DISTRICT supervising clinician.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a DISTRICT supervising clinician, or STUDENT has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or the California Dental Board in which a DISTRICT clinician or STUDENT is named.

L. Provide adequate patient support services in a manner appropriate to and consistent with educational objectives and patient care.

M. Cooperate with and assist DISTRICT in investigating facts which may serve as a basis for taking any disciplinary or academic action against a STUDENT, DISTRICT clinician, and/or DISTRICT employee. DISTRICT shall be responsible for the discipline of STUDENTS, DISTRICT clinician and/or DISTRICT employees in accordance with DISTRICT’s applicable policies and procedures. DISTRICT may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by DISTRICT’s recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with DISTRICT, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that AFFILIATE will not take any action against STUDENTS in a discriminatory or in an arbitrary or capricious manner.

N. AFFILIATE shall provide DISTRICT with a copy of AFFILIATE’s corporate compliance program or any such plan or program that describes AFFILIATE’s plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any DISTRICT clinician or STUDENT to conduct his/her professional behavior in a manner that would contradict the requirements of DISTRICT’s Code of Conduct.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to DISTRICT, including compensation intended to reimburse DISTRICT for the costs it incurs in connection with STUDENTS’ salaries, benefits, and/or other administrative expenses. Any and all financial consideration between DISTRICT and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party’s applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between DISTRICT and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither DISTRICT nor AFFILIATE hereto, nor any of their respective officers, directors, STUDENTS or employees shall be construed to be the agent, employee or representative of the other.
DISTRICT and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF STUDENTS.

A. During the period in which a STUDENT is assigned to the AFFILIATE, the STUDENT shall be under the ultimate direction and control of the DISTRICT’S Program Director or, in the Program Director’s absence, his/her designee(s). When students performing clinical activities are under the immediate supervision of non-District employees at AFFILIATE facilities, such persons shall possess a valid certificate or license to practice a healing art in California.

B. It is expressly agreed and understood by DISTRICT and AFFILIATE that STUDENTS are present at the AFFILIATE’S facilities to participate in activities and assignments that are of educational value to STUDENTS, and that are appropriate to the course and scope of DISTRICT’s Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

VI. ASSIGNMENT OF STUDENTS.

Commencing on the date of execution of this Agreement and subject to the provision of Section II hereof, DISTRICT shall assign STUDENTS for rotation at AFFILIATE’S facilities as described in Section II.A of this Agreement.

VII. USE OF AFFILIATE.

The parties agree that any use of the “UCSF,” or the “University of California” name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

DISTRICT and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any STUDENT pursuant to this Agreement on the basis of ethnic group identification, race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and DISTRICT policies.
X. TERM.

The term of this Agreement shall commence on the 15th day of January, 2011, and shall continue in effect for five (5) years, through the 14th day of January, 2016, or until earlier terminated.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the STUDENTS' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

C. Termination for Interruption of Service. This Agreement may also be terminated in accordance with Paragraph XVIII.

XII. INSURANCE.

A. DISTRICT, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of two million dollars ($2,000,000) per occurrence and a general aggregate of four million dollars ($4,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the DISTRICT shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) $1,000,000 each occurrence; (2) $1,000,000 Personal and Advertising Injury; and (3) $2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers’ Compensation Insurance in a form and amount covering DISTRICT’S full liability as required by law under the Workers’ Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way limit the liability of DISTRICT.

The coverage referred to under paragraph 2 of this Section XII.A. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of DISTRICT, its officers, agents, STUDENTS,
and/or employees. DISTRICT, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

B. AFFILIATE shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of two million dollars ($2,000,000) per occurrence, with a general aggregate of five million dollars ($5,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) $1,000,000 each occurrence; (2) $1,000,000 Personal and Advertising Injury; and (3) $2,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.


4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverages referred to under paragraph 2 of this Section XII.B. shall be endorsed to include DISTRICT as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish DISTRICT with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for advance written notice to DISTRICT of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

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

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and DISTRICT agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and DISTRICT shall have reasonable and timely access to the patient records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or DISTRICT to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE'S patients' records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, DISTRICT shall be permitted to inspect and/or duplicate, at DISTRICT'S expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN DISTRICT, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. DISTRICT and AFFILIATE are each covered entities as defined by HIPAA.
D. DISTRICT and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. DISTRICT and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical and dental staff, employees and STUDENTS, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of DISTRICT as DISTRICT’s Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of DISTRICT.

G. DISTRICT and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of arbitration, as determined by the arbitrator.
XX. ASSIGNMENT.

Neither AFFILIATE nor DISTRICT shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign STUDENTS to locations other than those described in Section II.A. without the prior written consent of DISTRICT.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and DISTRICT agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:
TO AFFILIATE:     Associate Dean for Administration
                 and Finance
                 UCSF School of Dentistry
                 513 Parnassus Avenue, S-630
                 San Francisco, CA 94143-0430

TO DISTRICT:     Vice President, College Operations
                 Marin Community College District
                 835 College Avenue
                 Kentfield, CA 94904

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AFFILIATE

By: ____________________________
    Mark D. Kirkland, DDS

Title: Associate Dean for Clinical Affairs
       UCSF School of Dentistry

Date: __________________________

By: ____________________________
    Susan Schultz, MBA

Title: Associate Dean for Administration and Finance
       UCSF School of Dentistry

Date: __________________________

COLLEGE OF MARIN

By: ____________________________
    Albert J. Harrison II

Title: Vice President, College Operations

Date: __________________________
AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COLLEGE OF MARIN

EXHIBIT 1

This agreement includes the following PROGRAMS:

DISTRICT

1. Dental Assisting Program
AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
COLLEGE OF MARIN
EXHIBIT 2

This agreement includes the following AFFILIATE facilities:

1) UCSF Medical Center at Parnassus (Hospitals and Clinics)
2) UCSF Medical Center at Mount Zion
3) UCSF Medical Center Outreach Clinics
5) UCSF School of Dentistry at Parnassus
6) UCSF School of Dentistry at Mission Bay
7) San Francisco General Hospital OMFS Clinic
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees 
From: Superintendent/President 
Date: May 17, 2011 
Subject: Nursing Experience Agreement with Marin General Hospital Corporation

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

BACKGROUND:

The Board approved an experience agreement with Marin General for our nursing students in October 2010. A number of items related to faculty backgrounds required more conversation with Marin General as well as negotiation with the faculty union. While some issues are still under negotiations, Marin General has agreed to make one of our requested changes related to faculty background checks.

Section 2.G. Background Checks, in the agreement signed last fall required a lawful background check for each student and instructor before the planned training. The attached agreement revises Section 2.G. to read in part, “FACILITY requires a lawful background check for each student before the planned training and instructor prior to such instructor participating in or providing instruction in the Program.” This allows our faculty to do a background check on hire or before the rotation, rather than before each rotation.

All other sections of the agreement with the exception of the start and end date, remain the same.

The agreement has been reviewed by School and College Legal Services for content, Keenan and Associations for property and liability insurance, and Marin Schools Insurance Authority for Worker’s Compensation insurance.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreement with Marin General Hospital Corporation for clinical experience for our Nursing Students.

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

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

RECITALS

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

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

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

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

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

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

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

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

2. **SCHOOL'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. FACILITY’S RESPONSIBILITIES

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

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

4. CLINICAL TRAINING (IF APPLICABLE)

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

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

5. INDEMNIFICATION

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

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

6. INSURANCE

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

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

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

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

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

7. TERM AND TERMINATION

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

B. **Termination.**

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

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

8. **CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **EXECUTION**

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

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

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

**MARIN COMMUNITY COLLEGE DISTRICT**

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
EXHIBIT A

FACILITY EMPLOYEE HEALTH POLICY

Immunization Requirements

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

BACKGROUND CHECK

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

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

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

Drug Screening will search for, at a minimum:

Cocaine
  - Barbiturates
  - Amphetamines
  - Cannabinoids
  - Opiates
  - Bezdiazepines
  - Phencyclidine

Preferred Background Check Vendor:

EXHIBIT C

CONFIDENTIALITY AGREEMENT

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

I understand that:

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

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

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

Printed Name: _______________________________ Date: ____________________

Signature: ____________________________________
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA 94904

**BOARD AGENDA ITEM**

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<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.E</td>
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<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
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**BACKGROUND:**

The College was contacted by two construction companies, Team Ghilotti Inc. and Fedco Construction Inc., requesting use of a currently unused section of College property located at 1144 Magnolia Avenue in Larkspur. The property is identified in Attachment A of each agreement. Both companies were in need of a staging area to store materials and equipment for projects they are working on in the area. Because there is a lack of available space for such activities in the immediate area and due to the urgent need by the contractors, the College agreed to allow the two firms to share the space until a formal lease could be drawn up with legal counsel and approved by the Board of Trustees.

The attached agreements were prepared by School & College Legal Services based on the lease we currently have with Ross School for the other half of the Magnolia lot. This agreement allows Team Ghilotti, Inc. and Fedco Construction to share the space for staging through July 31, 2011. Each company will pay $1250 per month starting May 1, 2011 and a prorated amount for April. If the Board does not approve the agreements, both contractors will be required to vacate the space no later than May 31, 2011.

This space will be used later for bond related activities; however, it will not be needed prior to July 31, 2011. Ross School was also contacted and did not have any concerns about the proposed shared use.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached lease agreements with Team Ghilotti Inc. and Fedco Construction Inc. to share the use of a portion of 1144 Magnolia Avenue for construction staging.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
GROUND LEASE

THIS LEASE is between Marin Community College District, hereinafter called “College” and Team Ghilotti Inc., hereinafter called “Lessees,” who agree as follows:

1. DESCRIPTION: College agrees to rent, and Lessee hereby hires from College, certain real property (hereinafter “the Premises”) consisting of the fenced and paved area of approximately sixteen thousand seven hundred and thirty eight (16,738) square feet situated at 1144 Magnolia Avenue, Larkspur, California. The Premises will be used exclusively by Lessee for a staging/storage area. The following materials and equipment will be stored at Premises: 20' container with small tools and parts, pipe materials, construction equipment (four to five pieces), a pipe hauling truck and sand/rock backfill material. The premises are more particularly depicted in Exhibit “A,” which is attached hereto and incorporated by reference.

2. CO-LESSEE. Lessee understands that it will share the Premises with a co-lessee, namely, Fedco Construction Inc. The division of the Premises between the co-lessees shall be coordinated between the co-lessees and shall not involve College.

3. TERM: This Lease shall commence May 18, 2011 and end July 31, 2011. Pending ratification of this Agreement by the Board of Trustees of the College of Marin (“Board”), Lessee shall be entitled to occupy the Premises. Between the date that Lessee occupies the premises until May 17, however, Lessee acknowledges that it has only a license to use the premises. Furthermore, unless this agreement is ratified by the Board, no lease or other tenancy is created by this Agreement, and that until this Agreement is ratified by the Board, Lessee is a licensee of the Premises only. If the Board declines to ratify this Agreement, Lessee shall, in accordance with paragraph 13, restore the Premises to College by May 31, 2011.

4. RENT: The rent shall be $1,250.00 per month. The first rental payment shall be due by May 1, 2011 in the amount of $2,333.42 ($1083.42 pro-rated for April and $1250 for May). The second rental payment shall be due on the first of each month thereafter if this agreement is ratified by the Board, and each subsequent payment shall be due upon the first of each succeeding month thereafter, until the conclusion of this Lease. Rental payments shall be delivered to the address specified in this Lease for giving notices to College.

5. USE: Lessee shall use the Premises solely for the purpose set forth in paragraph 1 above. Lessee shall not use nor permit the use of the Premises for any other purpose without the prior written consent of College. Lessee accepts the Premises “as is.”

6. HOLDING OVER: The parties do not contemplate or intend that any holding over is permitted upon the expiration of this lease. Lessee shall vacate the premises and restore the premises as provided in paragraph 11 no later than July 31, 2011. Should it be necessary for the College to institute suit to recover the premises, it shall be entitled to recover its attorney’s fees.

7. COMPLIANCE WITH LAWS: Lessee shall comply with all valid laws, ordinances, regulations, and orders of any local, county, state, or federal governmental agencies or entities having jurisdiction over Lessee and its activities. All costs associated with statutory or regulatory compliance shall be the sole responsibility of Lessee.
8. **SAFETY AND SECURITY FENCING:** At all times during the use of the Premises, Lessee shall keep all areas under its control adequately fenced or otherwise secure for safety purposes, including maintenance of existing fencing on the site. Lessee shall control noise and dust as provided in the city codes of the City of Larkspur, and shall otherwise use the premises so as not to constitute a nuisance.

9. **INDEMNITY:** Lessee shall indemnify and hold College and College’s property, including the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses relating to or resulting from Lessee’s occupation or use of the Premises. College shall indemnify and hold Lessee free and harmless from any and all liability, claims, loss, damages, or expenses to the extent caused by negligent conduct of the College, or its employees or agents.

10. **INSURANCE:** Lessee shall purchase and maintain for the term of this Lease Commercial General Liability and Property Damage insurance or equivalent programs of self-insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. The College shall be named as an additional insured by endorsement, (or additional covered party if Lessee is self-insured). A certificate of insurance evidencing the required insurance requirements shall be furnished to College upon commencement of this Lease.

The insurance policy shall contain, or be endorsed to contain that the insurance coverage of Lessee using College property shall be primary coverage for liability arising from such use. Any insurance, self-insurance, or insurance pool coverage maintained by the College shall be in excess of the Lessee’s coverage and shall not contribute to it. The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

11. **MAINTENANCE, RESTORATION AND REPAIR:** Lessee will maintain the property and upon completion of Lease will make repairs as necessary to return the lot, fences, and pavement to the same condition as when received. The repairs required by this paragraph shall include any improvements on the Premises at the time Lessee takes possession that are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of College.

12. **SIGNS:** The placement, size and design of any signs necessary for the use of the property under this Lease shall be subject to College’s review and prior written approval, which approval shall not be withheld unreasonably. Lessee shall be solely responsible for all costs related to the signs and their installation and maintenance.

13. **WAIVER:** Either party’s waiver of or failure to exercise any right under this Lease shall not be deemed a waiver thereof, nor shall it relieve the other party from its obligations to perform each and every obligation under this Lease or as required by law, nor shall it relieve the other party from damages and other remedies for its failure to meet its obligations under this Lease. Likewise, the subsequent acceptance of or payment of rent or other performance required by this Lease of either party shall not be deemed to be a waiver of any previous breach of any condition of this Lease, regardless of the non-breaching party’s knowledge of such breach at the time of its acceptance or payment of rent or performance.

Notwithstanding anything in this Lease to the contrary, either party may waive any
term, covenant, provision or condition of this Lease, or any known breach thereof, and either party may waive any of its known rights, options or privileges provided. Such waiver must be made in writing, duly executed and delivered to the other party.

14. **NOTICES:** All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given two (2) business days after deposit in the United States mail, first class, postage prepaid and addressed as follows:

To the College: Marin Community College Lessee 835 College Avenue Kentfield, CA 94904 Attn: Al Harrison

To the Lessee: Team Ghilotti Inc. 2531 Petaluma Blvd. South Petaluma, CA 94952 Attn: Joe Moreira

The address to which notices may be mailed to either party may be changed by written notice given by one party to the other as set forth above.

15. **PROHIBITION ON ASSIGNMENT OR SUBLLEASE:** No assignment or sublease of the Premises may be made by Lessee without the express written consent of the College.

16. **ENTIRE LEASE:** This document constitutes the entire Agreement between College and Lessee respecting the Premises. This Lease may be modified only by mutual written agreement of the parties.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

**College of Marin:**

**Lessee: Team Ghilotti Inc.:**

**By:** ________________________________

Vice President, College Operations
Albert J. Harrison II

**By:** ________________________________

[Authorized Representative]
GROUND LEASE

THIS LEASE is between Marin Community College District, hereinafter called “College” and Fedco Construction Inc, hereinafter called “Lessee,” who agree as follows:

1. DESCRIPTION: College agrees to rent, and Lessee hereby hires from College, certain real property (hereinafter “the Premises”) consisting of the fenced and paved area of approximately sixteen thousand seven hundred and thirty eight (16,738) square feet situated at 1144 Magnolia Avenue, Larkspur, California. The Premises will be used exclusively by Lessee for a staging/storage area. The following materials and equipment will be stored at Premises: 10 x 10’ container, sections of 20’ pipe and miscellaneous construction equipment. The premises are more particularly depicted in Exhibit “A,” which is attached hereto and incorporated by reference.

2. CO-LESSEE. Lessee understands that it will share the Premises with a co-lessee, namely, Team Ghilotti Inc. The division of the Premises between the co-lessees shall be coordinated between the co-lessees and shall not involve College.

3. TERM: This Lease shall commence May 18, 2011 and end July 31, 2011. Pending ratification of this Agreement by the Board of Trustees of the College of Marin (“Board”), Lessee shall be entitled to occupy the Premises. Between the date that Lessee occupies the premises until May 17, however, Lessee acknowledges that it has only a license to use the premises. Furthermore, unless this agreement is ratified by the Board, no lease or other tenancy is created by this Agreement, and that until this Agreement is ratified by the Board, Lessee is a licensee of the Premises only. **If the Board declines to ratify this Agreement, Lessee shall, in accordance with paragraph 11, restore the Premises to College by May 31, 2011.**

4. RENT: The rent shall be $1,250.00 per month. The first rental payment shall be due by May 1, 2011 in the amount of $2,333.42 ($1083.42 pro-rated for April and $1250 for May). The second rental payment shall be due on the first of each month thereafter if this agreement is ratified by the Board, and each subsequent payment shall be due upon the first of each succeeding month thereafter, until the conclusion of this Lease. Rental payments shall be delivered to the address specified in this Lease for giving notices to College.

5. USE: Lessee shall use the Premises solely for the purpose set forth in paragraph 1 above. Lessee shall not use nor permit the use of the Premises for any other purpose without the prior written consent of College. Lessee accepts the Premises “as is.”

6. HOLDING OVER: The parties do not contemplate or intend that any holding over is permitted upon the expiration of this lease. Lessee shall vacate the premises and restore the premises as provided in paragraph 13 no later than July 31, 2011. Should it be necessary for the College to institute suit to recover the premises, it shall be entitled to recover its attorney’s fees.

7. COMPLIANCE WITH LAWS: Lessee shall comply with all valid laws, ordinances, regulations, and orders of any local, county, state, or federal governmental agencies or entities having jurisdiction over Lessee and its activities. All costs associated with statutory or regulatory compliance shall be the sole responsibility of Lessee.

8. SAFETY AND SECURITY FENCING: At all times during the use of the Premises, Lessee shall keep all areas under its control adequately fenced or otherwise secure for safety
purposes, including maintenance of existing fencing on the site. Lessee shall control noise and
dust as provided in the city codes of the City of Larkspur, and shall otherwise use the premises
so as not to constitute a nuisance.

9. **INDEMNITY:** Lessee shall indemnify and hold College and College’s property,
including the Premises, free and harmless from any and all liability, claims, loss, damages, or
expenses relating to or resulting from Lessee’s occupation or use of the Premises. College shall
indemnify and hold Lessee free and harmless from any and all liability, claims, loss, damages, or
expenses to the extent caused by negligent conduct of the College, or its employees or agents.

10. **INSURANCE:** Lessee shall purchase and maintain for the term of this Lease
Commercial General Liability and Property Damage insurance or equivalent programs of self-
insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.
The College shall be named as an additional insured by endorsement, (or additional covered
party if Lessee is self-insured). A certificate of insurance evidencing the required insurance
requirements shall be furnished to College upon commencement of this Lease.

The insurance policy shall contain, or be endorsed to contain that the insurance
coverage of Lessee using College property shall be primary coverage for liability arising from
such use. Any insurance, self-insurance, or insurance pool coverage maintained by the College
shall be in excess of the Lessee’s coverage and shall not contribute to it. The aforementioned
insurance coverage may be provided by comparable insurance risk pool coverage, and a
coverage letter from the risk pool administrator may be provided in lieu of a certificate of
insurance.

11. **MAINTENANCE, RESTORATION AND REPAIR:** Lessee will maintain the property
and upon completion of Lease will make repairs as necessary to return the lot, fences, and
pavement to the same condition as when received. The repairs required by this paragraph shall
include any improvements on the Premises at the time Lessee takes possession that are
destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of
College.

12. **SIGNS:** The placement, size and design of any signs necessary for the use of the
property under this Lease shall be subject to College’s review and prior written approval, which
approval shall not be withheld unreasonably. Lessee shall be solely responsible for all costs
related to the signs and their installation and maintenance.

13. **WAIVER:** Either party’s waiver of or failure to exercise any right under this Lease
shall not be deemed a waiver thereof, nor shall it relieve the other party from its obligations to
perform each and every obligation under this Lease or as required by law, nor shall it relieve the
other party from damages and other remedies for its failure to meet its obligations under this
Lease. Likewise, the subsequent acceptance of or payment of rent or other performance
required by this Lease of either party shall not be deemed to be a waiver of any previous breach
of any condition of this Lease, regardless of the non-breaching party’s knowledge of such
breach at the time of its acceptance or payment of rent or performance.

Notwithstanding anything in this Lease to the contrary, either party may waive any
term, covenant, provision or condition of this Lease, or any known breach thereof, and either
party may waive any of its known rights, options or privileges provided. Such waiver must be
made in writing, duly executed and delivered to the other party.

14.  **NOTICES:** All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given two (2) business days after deposit in the United States mail, first class, postage prepaid and addressed as follows:

To the College: Marin Community College Lessee
835 College Avenue
Kentfield, CA 94904
Attn: Al Harrison

To the Lessee: Fedco Construction Inc.
3510 Brooks Avenue
Santa Rosa, CA 95407-7962
Attn: William J. Olmo III, GM

The address to which notices may be mailed to either party may be changed by written notice given by one party to the other as set forth above.

15.  **PROHIBITION ON ASSIGNMENT OR SUBLEASE:** No assignment or sublease of the Premises may be made by Lessee without the express written consent of the College.

16.  **ENTIRE LEASE:** This document constitutes the entire Agreement between College and Lessee respecting the Premises. This Lease may be modified only by mutual written agreement of the parties.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date written below.

**College of Marin:**

By: __________________________
Vice President, College Operations

**Lessee: Fedco Construction Inc.:**

By: __________________________
General Manager
BACKGROUND:

The majority of College of Marin Board Policies and Procedures are outdated. The Community College League of California (CCLC) has developed a Policy and Procedure Service that specifically addresses the needs of community college districts.

CCLC also offers consulting services to assist colleges in updating and customizing their policy and procedure manuals. College of Marin worked with a CCLC consultant to review and update all the College’s current policies and procedures to make them consistent with those provided by the Policy and Procedure Service. Legally required language and citations have been inserted into the drafts as appropriate. Several Board policies/Administrative Procedures have started through the administrative and governance review process established by College Council.

The current agreement with CCLC expires on May 31, 2011. In year four of the project, the consultant will continue to assist in the administrative and governance review process as the updated drafts are finalized to meet the College’s specific needs. Updates include, as appropriate, legally required or advised policies/procedures and suggested policies/procedures for best practice. The total cost of the year four contract (copy attached) shall not exceed $16,500.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached agreement with the Community College League of California for consulting services to update College of Marin Policies and Procedures as described in the attached agreement.
AGREEMENT BETWEEN

MARIN COMMUNITY COLLEGE DISTRICT

AND

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

This agreement made and entered into on the 17 day of May, 2011 to cover the period of June 1, 2011 through May 31, 2012, by and between Marin Community College District, hereafter referred to as “District,” and Community College League of California hereafter referred to as the “League”.

WHEREAS, the District is desirous of bringing its Board Policy Manual and Administrative Procedures Manual up-to-date, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision of updating Board Policy and Administrative Procedures Manuals, and

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

LEAGUE CONSULTANT’S SERVICES

ARTICLE 1:
The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in the revision of its Board Policy and Administrative Procedures Manuals. The Consultant’s services will include, but may not be limited to, the following:

- Presenting a work plan to the District for approval.
- Drafting up-to-date policies for all sections of the Board Policy Manual using as a starting point the League’s sample policy templates and the District’s current board policies.
- Drafting recommendations for new Administrative Procedures, using as starting points the current District administrative procedures, procedures now contained in the District’s Board Policy Manual, and the League’s sample procedures.
• Providing to district designee draft board policies and procedures for review by appropriate groups of employees for review.
• Finalizing the recommended Board Policies for review and adoption by the Board.
• Finalizing the recommended Board Policies for review and adoption by the Board.
• Finalizing the Administrative Procedures Manual for review and adoption by the Superintendent/President.
• Providing the District with the Board Policies and Administrative Procedures in an electronic format which can be easily updated and uploaded on the District website.
• Being on-site up to two days a month.

The League reserves the right to choose the Consultant and change the Consultant if necessary.

FEE STRUCTURE

ARTICLE 2:
The fee structure for the work conducted under this Agreement shall be $16,500 for fiscal year 2011-2012. If the work of the Consultant exceeds 215 hours during the 2011-2012 fiscal year, additional hours will be billed to the District at the rate of $70 an hour for research, creation of documents, or meeting with District personnel, and at $25 an hour for transportation time or telephone consultation with District personnel. The fee includes travel expenses incurred by the consultant. There shall also be a $1,500 fee to cover League administrative costs, with total costs not to exceed $16,500.

The District reserves the right to approve the additional professional costs prior to the expenditure of those costs. If the work extends beyond June 1, 2012, this contact may be extended at the discretion of both the District and the League.

METHOD OF PAYMENT

ARTICLE 3:
Quarterly payments to the League will be made with the approval of the District, upon presentation of the League's invoice. Each invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably deem appropriate, as determined by the District.

INDEMNIFICATION

ARTICLE 4:
To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.
The District must agree to have the final Board Policy Manual and Administrative Procedures Manuals examined by legal counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice.

EMPLOYEE RELATIONSHIP

ARTICLE 5:
The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

CANCELLATION

ARTICLE 6:
Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

OWNERSHIP OF DOCUMENTS OR REPORTS

ARTICLE 7:
Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

CONSULTANT PERSONAL SERVICES

ARTICLE 8:
It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

CONFLICT OF INTEREST

ARTICLE 9:
The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

**TERM OF AGREEMENT**

**ARTICLE 10:**

This Agreement shall be effective when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: _____________________________________________

Marin Community College District

Date________________________________________________

By: _____________________________________________

Community College League of California

Date:______________________________________________
BACKGROUND:

The successful passage of Measure C required the District to establish a Bond Oversight Committee to oversee expenditures. The Bylaws state that the Citizens’ Oversight Committee (COC) consists of a minimum of seven members appointed by the Board of Trustees from a list of candidates submitting written applications and based on criteria established by Proposition 39. The terms of six members of the committee expired on April 30, 2010, and the District has solicited applications to fill the positions. After careful consideration of the applications submitted, a Board of Trustees subcommittee has recommended that the following individuals serve two-year terms on the College of Marin Citizens’ Oversight Committee:

Donna Reeves
Ted Bright
Charlotte Kissling

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the membership of the Citizens’ Oversight Committee (COC).
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To:          Board of Trustees  
From:        Superintendent/President
Subject:     Technology Plan Consultant  
Reason for Board Consideration: APPROVAL

Date: May 17, 2011  
Item & File No. B.11.H

BACKGROUND:

One of the recommendations from our recent accreditation visit advised the College to establish and communicate a sustainable technology plan for the acquisition, maintenance and replacement of its infrastructure, equipment, support and training to meet institutional needs. The accreditation team further recommended regular evaluation of the plan for its effectiveness in prioritizing and funding current and projected long-term technology needs.

The College Technology Committee, using internal resources, developed a revised Technology Plan for 2010 – 2016 that identified several initiatives and college priorities for the next six years. With the rapid changes in technology, the need to utilize technology to enhance student learning and staff productivity, and the findings of the accreditation visit, it imperative that the College prepare a strategic Technology Plan to help guide future technology projects and goals.

College staff and the Technology Committee are of the opinion that the plan should be developed in conjunction with an outside consultant firm that has expertise in developing such plans for community colleges.

Staff would like to send out a Request for Qualifications (RFQ) for services to develop an Information Technology Strategic Plan for 2012-2017 for the acquisition, maintenance and replacement of the college’s technology infrastructure, equipment, support and training to meet the institution’s needs.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to request proposals for an outside consultant, in conjunction with the College Technology Committee, to assist the college in developing a strategic information technology plan and negotiate a contract with the selected consultant.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
RESOLUTION NO. 5/17/11 B.11.

RESOLUTION OF THE GOVERNING BODY OF THE
MARIN COMMUNITY COLLEGE DISTRICT

PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE REGISTRAR OF VOTERS

WHEREAS, it is the determination of said governing body that the Uniform District Election to be held on the 8th day of November, 2011, at which election the issue to be presented to the voters shall be:

To elect members to the Board
Number of Regular Term Positions (4 year) 4
Number of Short Term Positions (2 year) 0

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Marin is hereby requested to:

1) Consolidate said election with any other applicable election conducted on the same day;

2) Authorize and direct the Registrar of Voters at District expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED this 17th day of May, 2011, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

______________________________
PRESIDENT, BOARD OF TRUSTEES

ATTEST:________________________
Secretary
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Diana Conti, Member

Nathaniel Parker, Student Member
Board of Trustees Meeting
April 19, 2011
Minutes

A. Closed Session

1. Call to Order, Roll Call, Adoption of Agenda, Closed Session

The Board of Trustees of the Marin Community College District met in the SS A&B conference room on the Kentfield campus, all members having received notice as prescribed by law. Board President Conti called the meeting to order at 5:25 p.m. All publicly elected Trustees were present except Trustee Namnath, who arrived at 5:35 p.m., and Trustee Dolan, who arrived at 5:37 p.m. Dr. David Wain Coon, Al Harrison, Linda Beam, and David Casnocha were also in attendance.

M/s (Treonor/Hayashino) to adopt the agenda. The motion passed by a vote of 5-0.

There was no one present who wished to address the Board on the items listed to be discussed in closed session, and the Board went into closed session at 5:40 p.m.

The closed session recessed at 6:32 p.m.

B. Regular Meeting

1. Call to Order, Roll Call and Adoption of Agenda

Board President Conti reconvened the meeting of the Board of Trustees of the Marin Community College District in open session at 6:45 p.m. in the cafeteria on the Kentfield campus. All publicly elected Trustees were present and Student Trustee Parker was also in attendance.

M/s (Long/Treonor) to approve the agenda. Requests were made to adjourn the meeting.
in honor of Kay Ryan, our former Poet Laureate and current Pulitzer Prize winner, and in
memory of Betty Dickey, former court reporting faculty member, and Supervisor Charles
McGlashan, a strong supporter of the college. The motion to approve the agenda with these
additions passed by a unanimous vote of 7-0 (plus an advisory aye vote by Student Trustee
Parker).

2. **Report of Closed Session for April 19, 2011**
   Board Clerk Namnath reported that no action was taken.

3. **Citizens’ Requests to Address the Board on Non-Agenda Items**
   Several individuals addressed the Board in support of the High Tech Center. Mark Levy, a former
   High Tech Center student, appealed to the Board not to suspend the program, noting that a lot
   of people depend on it and you can’t put a price on becoming self-sufficient. With the help
   he received from instructor Harriett Eskildsen he has been able to overcome a disability he’s had
   since 1993 and to start his own business.

   Laurie Hoey stated that she had a stroke 6 years ago and that since finding the High Tech Center
   program she has progressed in memory and problem solving skills. She commented that she is
   close to returning to her former quality of life and urged us not to cut the program.

   Harriett Eskildsen read a statement to the Board (copy attached) describing the progress made
   by many of her students at the High Tech Center and noting that the success of her students
   fulfills COM’s mission. She stated that we must continue to serve our students and that it would
   be a real loss to the community if the High Tech Center were closed.

   Gay Conway stated that the High Tech Center program has made is possible for her to live in
   her own home and has helped her with memory and problem solving skills. She commented
   that she can do all the things she did before her stroke and is able to have an active social life.
   Ms. Conway commented that has paid taxes and supported COM since 1963 and now needs
   the help of COM to continue this program.

   Larriece Stuart stated that she has worked with Harriett Eskildsen for 15 years and that she
   can’t express how much she appreciates the help she has received with her learning disabilities.
   She commented that a lot of people will fall through the cracks if we take away this program.

   Renee Sayles, president of the Disability Rights Club on campus, commented that our DSPS
   program gives many people an opportunity for a better life. She stated that many people from
   Harriett Eskildsen’s class have come to her club meetings and have been saying they are sad
   that the High Tech Center will close and are afraid they won’t be able to get a job. Ms. Sayles
   stated that the club feels the High Tech Center is an absolute necessity for this campus.

   Jennifer Fung, a COM student since fall 2002, stated that she has high functional autism and is
   devastated to hear that the High Tech Center will shut down. She stated that Harriett and Ducey
   are the greatest instructors and begged the Board not to shut down the High Tech Center.
Barbara Jackson stated that she was in a severe car accident in 2000 and suffered severe brain injury with a 3% chance of living. When she first came to Harriett Eskildsen’s class she didn’t want to do anything and is thankful that Harriett was a taskmaster because she has made progress and has been able to get a driver’s license. She read a letter from Karen Boyd (copy attached) supporting continuance of the High Tech Center. Ms. Boyd is retooling for a new career in actuarial science after 20+ years working as a public health nurse and has found the HTC to be most important in nurturing her mental abilities. In her letter she urged the Board to preserve and enhance this most valuable and valued program.

Mark Levy read a letter from Laura Heidenreich (copy attached) expressing her disappointment at seeing the lab close. Her letter describes how the ongoing instruction she has received from Harriet Eskildsen, Director of the High Tech Center for the Disabled, has helped her to overcome educational obstacles. Her disabilities are no longer barriers prohibiting her from attaining her academic goals.

Trustee Namnath entered a letter from Sarah Fagan Greenberg (copy attached) into the record. Her letter describes how Harriett Eskildsen’s innovative curriculum has helped her husband recover from the effects of a stroke, improve his memory and other cognitive skills, and once again be able to help others in his life. In her letter Ms. Greenberg urged the Board to keep this program and its students alive.

President Coon commented that a full report on the DPS budget will be presented at the next Board meeting.

4. **Chief Executive Officer’s Report**

Dr. Coon acknowledged Mo in the cafeteria for providing coffee and cookies at tonight’s meeting. He announced that we will be contacting Kay Ryan to see how we can help her celebrate her newly won Pulitzer Prize for poetry.

a. **Community Relations Update**

Superintendent/President Coon reported that two successful community forums were recently held to obtain input on the design of the New Academic Center.

b. **Accreditation Update**

President Coon reported that the college community has been making good progress toward addressing the WASC recommendations for the October 2011 Follow-Up Report.

c. **Legislative Update**

Dr. Dale Shimasaki, Stephen Rhoads and Esperanza Ross of Strategic Education Services, presented a legislative update (copy attached) to the Board covering the state budget, basic aid, the April 14 State Senate budget hearing on the impact of an all-cuts budget on education, redevelopment, pension proposals, student success, and other legislative issues. Key points included the following:

- The state has a $26 billion deficit and $11 billion in cuts have been made so far
- The new governor’s #1 priority is resolving the budget deficit and everything is negotiable
- The governor’s response to higher education leaders was that they would have to wait for the outcome of tax extensions
- An all cuts budget could result in $800 million in cuts to community colleges and 400,000 fewer students would be served
- The possibility of cuts to basic aid is a legitimate concern
- The governor’s redevelopment proposal could provide COM with an estimated $5 million
- Pension reform is a serious problem and the state’s retirement costs need to be controlled
- There is an increased emphasis on student success which might lead to statewide policies on assessment and priority enrollment for transfer, career tech and basic skills.
- Categorical education funding is moving toward more flexibility

The Trustees thanked the presenters for their informative and comprehensive report.

5. **Academic Senate Report**
Sara McKinnon, Academic Senate President, reported that she is in the middle of organizing the Senate election and that she attended the Senate Plenary over the weekend. She congratulated Kay Ryan for winning the Pulitzer Prize and expressed the Senate’s sincere relief that the UPM contract has been settled. She asked the Board to give serious consideration to the issue of increasing the number of full-time faculty at College of Marin and distributed an outline of how the Academic Senate interacts with the Board and the union according to Title 5 and the Ed Code. A copy of Ms. McKinnon’s report is attached to the minutes as part of the official record.

6. **Classified Senate Report**
A written report (copy attached) from Andrea Hunter, Classified Senate President, is attached to the minutes as part of the official record.

7. **Student Senate and Student Association Report**
Student Trustee Parker reported that the ASCOM and Student Senate election is coming up and will be conducted online. A proposal to merge ASCOM and the Student Senate into one body will be voted on during the election.

8. **Board Study Session**
a. **2011 ARCC Report**
President Coon introduced Dr. Chialin Hsieh, Director of Planning, Research & Institutional Effectiveness, who reviewed the 2011 ARCC Report with the Board (copy attached). Dr. Coon noted that this would be the beginning of many discussions on student success.

Dr. Hsieh explained that all community colleges are required to share the ARCC Report with their local Board of Trustees and college administrations. She presented enrollment and demographic data on our students and reviewed the ARCC Report’s seven critical
indicators: 1) student progress and achievement; 2) completion of 30 or more units; 3) fall-to-fall persistence; 4) successful vocational course completion; 5) successful basic skills course completion; 6) basic skills course improvement; and 7) ESL course improvement. College of Marin’s scores are higher this year than last year in two categories: students who completed 30 or more units and fall-to-fall persistence.

Trustees expressed concern about our scores being lower than last year in several categories and lower in some categories when compared with our peer group and the state. It was noted that the Board will have to look at the big picture and consider the direction state funding is going when making policy decisions and deciding where to allocate resources. Board members suggested checking on the possibility of offering more ESL classes in population centers in the county where this is needed, checking to see if it is cheaper to offer ESL classes through the K-12 system, considering priority enrollment for our local high school students, and pursuing partnerships with grad school programs. Trustees expressed appreciation for the data presented and commented that they look forward to receiving more information to assist them in making data driven decisions.

President Coon stated that there are no simple answers and we have a mandate to do better. There will be institutional dialog about the results of this report and possible courses of action to address the problems.

b. Bond Sale

Sarah Hollenbeck of The PFM Group gave a presentation on our upcoming bond sale (copy attached). Key points of her presentation included the following:

- The District has issued two prior series: $75 million Series A Bonds in 2005 and $75 million Series B Bonds in 2009
- The Series A and B Bonds are currently rated Aa1 and AA by Moody’s and S&P respectively
- The District plans to sell approximately $53 million of Series C Bonds via competitive sale on May 18, 2011
- The maximum tax levy rate is projected to be $18.77 per $100,000 of assessed valuation

9. Consent Calendar Items

M/s (Treanor/Long) to approve all items on the Consent Calendar. The motion passed by a unanimous roll call vote of 7-0 (plus an advisory aye vote by Student Trustee Parker).

A. Calendar of Upcoming Meetings

B. Approve Classified Personnel Recommendations
   1. Temporary Reassignment of Classified Personnel
2. Resignation/Termination of Classified Personnel

C. Approve Academic Personnel Recommendations
   1. Resignation/Retirement of Academic Personnel
   2. Phased-in Early Retirement of Academic Personnel

D. Approve Short-Term Hourly Positions

E. Budget Transfers – Month of March – FY 2010/11
F. Warrant Approval

G. Declaration of Surplus Property – Miscellaneous Equipment

H. Modernization (Measure C) - BP3.1 *(Keep modernization program on track)*
   1. Ratify/Approve Modernization Contracts, Changes and Amendments
      ($351,659.44)
   2. Approve Subcontractor Substitution Request (steel work)
      Science/Math/Central Plant Complex Increment 2&3 Site Development & Building
      Project (305A)
      Lathrop Construction Associates, Inc. – ($0) (stainless steel, cabling & glass handrails)
   3. Approve Project Initiation Forms (PIF)
      New Academic Center Project (303B)
      Child Study Center Project (303C)
      Austin Science Center Alterations (structural) Project (301B)
      PE Track Renovation Project (308G)
      Kentfield ADA Upgrades Project (309A)

4. Re-Authorization for Staff Approval of Measure C Contract Changes & Amendments

5. Declaration of Surplus Disposal
   Performing Arts & Fine Arts Relocation Project (8501)

I. Approve New Community Services Courses

10. Other Action Items (10 minutes)
A. Modernization (Measure C) - BP3.1 *(Keep modernization program on track)*
   1. M/s (Treanor/Hayashino) to Approve New Professional Services Agreement
      Performing Arts Building Modernization Project (306A)
      Consolidated Engineering Laboratories – Materials Testing & Inspection
      Services ($114,995).
      The motion passed by a unanimous vote of 7-0 (plus an advisory aye vote by Student
      Trustee Parker).
   2. M/s (Treanor/Long) to Approve Notice of Completion
      AV System & Installation Main Building Project (417A). The motion passed by a
      unanimous vote of 7-0 (plus an advisory aye vote by Student Trustee Parker).

B. M/s (Kranenburg/Treanor) to Approve Bond Sale Resolution.
   The motion passed by a vote of 6-0-1 with Trustee Dolan abstaining. Student Trustee
Parker cast an advisory aye vote. 
Trustee Namnath mentioned that there was discussion in the closed session meeting on this item and discussion of a possible amendment. A majority of the Board members did not participate in the discussion nor in a vote on this.

C. M/s (Treanor/Hayashino) to Approve Agreement with Canteen of Northern California - Vending Services. The motion passed by a unanimous vote of 7-0 (plus an advisory aye vote by Student Trustee Parker).

M/s (Treanor/Namnath) to approve 10.D., 10.E and 10.F. The motion passed by a unanimous vote of 7-0 (plus an advisory aye vote by Student Trustee Parker).

D. Approve Clinical Agency Agreement with Kentfield Rehabilitation and Specialty Hospital

E. Approve Clinical Agency Agreement with Dr. Rosalind Hudson

F. Approve Clinical Agency Agreement with Dr. Flash Gordon

G. M/s (Treanor/Namnath) to Approve Authorization of Temporary Transfer of Funds from County of Marin for 2011/2012 Fiscal Year. The motion passed by a unanimous roll call vote of 7-0 (plus an advisory aye vote by Student Trustee Parker).

H. M/s (Treanor/Hayashino) to Approve the Recommended Candidates in the 2011 California Community College Trustees Board Election. The motion passed by a unanimous vote of 7-0 (plus an advisory aye vote by Student Trustee Parker).

11. Board Policy Review (1st Reading) - BP1.4a (Review institutional needs and assess institutional effectiveness, using Program Review, Administrative Planning and Assessment, the Strategic Plan and the Educational Master Plan)

Trustee Long submitted written comments on three of the policies to Dr. Coon for consideration.

- BP 3540 Sexual and Other Assaults on Campus
- BP 3920 Communication with the Public
- BP 4103 Work Experience
- BP 4400 Community Service Courses
- BP 4675 Programs for Older Adult Students (Emeritus College)
- BP 5130 Financial Aid
- BP 5180 Job Placement
- BP 5450 Emeritus Students College of Marin
- BP 5500 Standards of Conduct
- BP 7270 Student Employees
- BP 7335 Health Exams

12. Board Reports and/or Requests (15 minutes)

a. Commendation Resolutions & Other Resolutions

None

b. Legislative Report

None

c. Committee Chair Reports
Trustee Treanor reported that the Board Self-Evaluation Committee will be working together on a summary before the next Board meeting.

d. Individual Reports and/or Requests

Trustee Long invited Board members to attend the welcome reception for Dr. Coon on May 4 at Jason’s.

Trustee Namnath reported that he attended a nationwide, worldwide track meet at Mt. San Antonio College (a community college which passed a bond two and a half years ago) last week which involved high school up to Olympic class. There were tens of thousands of participants and the event was well attended by the community. He said that now that COM is going to have a first-class track maybe a Northern California version of this event could help our presence in the community.

Trustee Conti commented that College of Marin has a lot of things to brag about and suggested that we start getting higher visibility about that. She stated that we have a standing offer from the Community Meeting Center to go and do a show and she thinks we should consider doing that.

Trustee Dolan commended the Dance Department for another beautiful and well-attended program.

13. Approval of Minutes

- Minutes of February 15, 2011 Board Meeting
- Minutes of March 15, 2011 Board Meeting
- Minutes of March 26, 2011 Special Board Meeting (Board Retreat)

M/s (Treanor/Hayashino) to approve the minutes of the February 15 and March 26 Board meetings. The motion passed by a unanimous vote of 7-0 plus an advisory aye vote by Student Trustee Parker.

M/s (Namnath/Treanor) to approve the minutes of the March 15, 2011 Board meeting.

Trustee Dolan asked to have the following sentence added to her comments on page 7 of the minutes of the March 15 meeting for clarification: “The state is not approving courses for a majority of our students but they want our funds.”

Trustee Long submitted some additional comments she made at the March 15 meeting based on her notes (copy attached).

Trustee Conti explained that these two requests would be included in the minutes of the April 19 Board meeting and the Board would vote to approve the minutes of the March 15 meeting as submitted. The motion to approve the minutes of the March 15
meeting as submitted passed by a unanimous vote of 7-0 plus an advisory aye vote by Student Trustee Parker.

14. Information Items (see written reports)

Board members were referred to the information items in their Board packets.


B. 3rd Quarter Financial Report CCSF 311Q

C. 3/31/11 Year-to-Date Financial Report

D. Modernization Update – BP3.1 (Keep modernization program on track)
   1. Director’s Report – BP3.1 (Keep modernization program on track)
   2. Contract Milestones Report through March, 2011 – BP3.1 (Keep modernization program on track)
   3. Schedule – BP3.1 (Keep modernization program on track)

E. Revised Administrative Procedures
   - AP 3540 Sexual and Other Assaults on Campus
   - AP 3920 Communication with the Public
   - AP 4103 Work Experience
   - AP 4400 Community Service Courses
   - AP 5130 Financial Aid
   - AP 5075 Credit Course Adds and Drops
   - AP 7270 Student Employees
   - AP 7336 Certification of Freedom from Tuberculosis

F. Calendar of Special Events
   April 29-May 1, 2011 – CCLC Annual Trustees Conference
      Hyatt Regency Monterey
   May 3, 2011 – President’s Breakfast – 7:30 a.m., Embassy Suites Hotel, 101 McInnis Parkway, San Rafael
   May 6, 2011 – Teacher Appreciation Dinner – 6:00 p.m., Kentfield Cafeteria
   May 19, 2011 – Retiree Reception – 4:00 to 6:00 p.m., Marin Art and Garden Center, 30 Sir Francis Drake Blvd., Ross
   May 26, 2011 – Golden Bell Awards – 4:30 p.m., Dominican University
   May 26, 2011 – COM Nurses Pinning Ceremony – 6:00 p.m., Fine Arts Theater
   May 28, 2011 – College of Marin Commencement – 10:00 a.m., Gymnasium

15. Correspondence

Board members were asked to review the correspondence in their Board
packets.

16. Board Meeting Evaluation
Trustee Kranenburg commented that we need to be a little more sensitive about having a Board meeting on Passover and for future planning on Board meeting dates need to be sensitive to community religious and other cultural activities.

17. Adjournment
M/s (Long/Dolan) to adjourn the meeting in honor of Kay Ryan and in memory of Betty Dickey and Supervisor Charles McGlashan. The motion passed by a unanimous vote of 7-0 (plus an advisory vote by Student Trustee Parker) and Board President Conti adjourned the meeting at 9:30 p.m.
We are all public servants, and as public servants, we have an obligation to be fiscally responsible as well as serve the public’s needs. These are terrible fiscal times, and I certainly appreciate the difficult decision you must make about my High Tech Center, known as the HTC. We are a small basic skills lab, and appear to have little impact on the academic side of the college. However, looks can be deceiving, because the success my students have been able to achieve in my lab fulfills the State Academic Senate’s and College of Marin’s Mission and Vision Statements. I am effective in helping students improve the quality of their lives, oftentimes helping them return to a productive career, and becoming lifelong learners. I also help students who aspire to higher academic achievement develop the skills necessary to successfully navigate the academic environment, and become competent and successful academic students who go on to obtain a degree. A recent research paper and brief, “Toward a New Understanding of Non-Academic Student Support: Four Mechanisms Encouraging Positive Student Outcomes in the Community College” (February, 2011), and a brief, “How Non-Academic Supports Work: Four Mechanisms for Improving Student Outcomes” (April, 2011), by Melinda Mechur Karp at the Community College Research Center, Teachers College at Columbia University in New York City, corroborates and supports my non-academic format of instruction to insure a higher success rate for students attending community colleges. Having developed a better means to achieve a higher success rate for students enrolled at the community college is not only desirable, but also fiscally responsible.

My lab has a proven record of accomplishment, with documented results of successful students. In the past, I had a physician who suffered a stroke, and after receiving instruction in my lab was able to return to work. Another student, also a stroke
survivor, regained her skills and acquired new skills, and when she returned to her job, she was placed in a more responsible position with a higher salary. My academic success with students is even greater. Imagine you are a young boy or girl, 9 or 10 years old and in the 4th or 5th grade. Being in school is anything but fun for you. You struggle to learn, your teacher never ceases to tell you how stupid and lazy you are. Sometimes she tells you she knows you could do the work if you would only try. At recess no one picks you to be on their team – in any sport. Your classmates ceaselessly torment you, ridiculing and humiliating you, and laughing at you. You hate school, and from the moment you walk through the front door of your school, you’re tracking the time you can finally leave and go home. Your attention is focused on the clock in your classroom, waiting for the big hand to be on the 12 and the little hand on the 3 so you can finally leave. Years go by, but nothing has changed for you. By the time you reach high school everyone regards you as a loser. Even worse, you think of yourself as a loser, so as soon as you’re able you leave those painful experiences behind you and drop out of high school. This is a true story, repeated by many of my LD students. Fast forward about twenty years, and now this person is asking me for help. She wants to learn how to learn, improve her reading comprehension, math skills, and memory and thinking skills, and, she tells me with folded arms, she hates computers and really doesn’t want to use one. Gently I persuade her to try it, and I introduce her to the software, building confidence and competence at a slow and steady pace. After several semesters of progress, I suggest she try a college-level class. I reassure her she can continue in my program, and I will be here for her, helping her every step of the way. At first, she refuses to consider this possibility, but I gently persist. Two semesters later she takes my advice, and registers for her first college-level class. I keep my promise and help her every inch of the way,
and she completes her class with flying colors. After a couple of semesters of taking only one class a semester, I suggest she take two classes, and I reaffirm my promise to help her. But again it is met with the same resistance, and after a semester or two of thinking about it, she registers for two classes. With this successful experience and support, she has gained self-confidence, and she begins to realize the possibility of obtaining her AA degree. Fast-forward again a couple of years, and she is not only anticipating her graduation at the end of the academic year, but she is talking to me about the possibility of transferring to SF State for her BA. Well, after she received her AA degree that May, she did transfer to SF State and she did receive her BA. This is not an uncommon story. I have helped many other LD and Psych D students realize their goals and they are leading productive and active lives in our community. I currently have a student who is waiting to hear if she has been admitted to Cal – she’s already received early acceptance to SF State. She has only been in my lab a short time, but has informed me that since she has been enrolled in my HTC, remaining focused in class and being able to take good notes has improved her grades in all of her subjects.

These true stories are certainly not restricted to LD or Psych D students. My students who have suffered a stroke also regain many of their cognitive skills. Imagine, once again. You are an older, well-educated Marin County resident. You are financially comfortable, have a successful career, and you are a respected member of the community. Coming home from work one evening you have a headache, and by the time you arrive home it is awful. You take two Excedrin and try to relax and ignore it. Later that evening you suffer a stroke. In nanoseconds, life as you know it is changed forever, and the person you know and like has been replaced with someone you don’t recognize or can even identify with. You’re alive, but you can’t talk or walk, and you depend on others
for all of your needs. Slowly, after months of rehab, you regain your mobility, maybe
even your speech, but your good memory and your ability to multi-task is gone. You can
no longer watch a 30-minute television show and remember it long enough to share it
with your spouse or friend. Reading a book, or going to see a play or movie and
remembering what you have read or seen, is equally impossible. Your good old friends
can’t relate to you anymore. You are not the same person they knew and liked, and they
begin to pull away from you, promising to come by and see you, but never do. Except
for family, you have no one. Somehow you hear about our HTC, and you begin to attend
my program. Slowly, after several semesters, you notice your improvements. Now when
you watch TV you can remember the episode and share it. You can read a book and
remember the plot and the characters, and you can even participate in a meaningful
conversation. Further along in my program, you realize you can read complex
instructions, and follow them to complete the task. You have a social network of friends
again, and life has renewed meaning and value. These stories are all true.

College of Marin’s many opportunities provide a service to its students and the
community. The challenge of serving the needs of lifelong learners while continuing to
maintain academic integrity as we help students realize their dreams is an obligation we
as public servants must meet if we wish to honor our Mission Statement and continue to
serve our students. With the proven record of accomplishment and HTC student success,
it would be a real loss to the community and a shame if you decide to close the HTC.
The community will suffer.
I am writing today to support the continuance of the High Tech Center in the Disabled Students Program Services. As an academic student retooling for a new career after 20+ years working as a public health nurse I have found the HTC most important in nurturing my mental abilities. My disabilities prohibit my working in the nursing field. After extensive testing and support from the Department of Rehabilitation I have launched on a trajectory of mathematics with a goal in actuarial science.

When I first arrived at the HTC Harriet asked me what it was like in my brain. I responded, “I don’t know.” That turned out to be quite an underatement. She has taught me so much both about how my brain functions differently than expected and how to compensate for those differences.

I have completed math 101x, 101y, 103x, 103y, pre-calculus (math 109), calculus 1 (math 123), calculus 2 (math 124) and am currently enrolled in calculus 3 (math 223). I will continue to math 115 and possibly discrete math, differential equations and possibly transferring to a 4 year college or Masters Program. A former actuary is currently employed at College of Marin. He indicated I need the entire math curriculum available at the College.

I have other goals of improving my mental acuity, problem solving, three dimensional visualization and manipulation, three-dimensional sketching, speed, mental flexibility, accuracy, impulse control, attention (This skill needs particular improvement.), test taking, memory of faces/places, spatial relationships, parietal lobe triggering and language and auditory processing abilities.

Besides these skills and abilities the High Tech Center is providing me a safe haven to practice my social and cultural enrichment skills. Harriet Eskildsen, M.A. has been invaluable in evaluating me at the end of my first semester in the program. I could not know how to approach my issues without her expert assessment of me. Ducie Wagner has an entirely different approach and this has proved also important to me because when I could not grasp a concept as explained by Harriet I could usually grasp it when Ducie explained it and vice versa.

I understand there is no where else for me to receive the type of help I now receive from the High Tech Center. I only wish I’d known about the services earlier in my academic career at College of Marin.

Please preserve and enhance, if at all possible, this most valuable and valued program.

Thank you for your time.

Karen Boyd
We have an ethical responsibility to protect the natural resources of our environment. As a lifelong resident of the San Francisco Bay Area, I have witnessed and have personally been affected by the consequences of residential and commercial development. I live in an ecologically rich environment that overlooks the San Pablo Bay and the marshlands associated with the Petaluma River Basin. Facing the challenges of a career change, my goal is to be instrumental in affecting solutions to the ecological well-being of my environment, benefiting our community. The Conservation and Resource Studies major, with an emphasis in aquatic biology, at the University of California, Berkeley will offer me the opportunity to study, learn, and acquire the knowledge and skills necessary for me to influence sustainable changes to this ecosystem.

At the age of seventeen I was no longer financially dependent on my family and chose to clean houses to support myself. I struggled financially to attend community college classes, dreaming of becoming a biologist. Fear of financial instability, and being practical, I founded one of the few female owned new construction maintenance companies in the San Francisco Bay Area. As is often the case when owning your own business, no two days are alike, and resourceful solutions are quickly needed to resolve unexpected problems. Since 2002 I am forty-four percent disabled from work related injuries, with additional head injuries sustained in an auto accident, leaving me unable to conduct my life’s work.

Now it is the time to pursue my career in biology and my passion for aquatic ecology. I began my education by attending the Environmental Forum of Marin, an intensive eighteen-week training program designed to engage environmental advocates. Given all the topics we studied, the most alarming to me is the endangerment of clean water and the declining health of the planet’s aquatic ecosystems. Managing water resources and protecting water quality directly affects all human beings, transcends political boundaries, and identifies the biggest water problem is our own inertia.

To execute the practices and principles of the Conservation and Resource Studies program, I need more than a vision and communication skills; I need formal education. With my invitation into Phi Theta Kappa Honor Society, my academic success has been recognized in Fall 2006, Spring 2007, Fall 2007, Spring 2008, and Spring 2011. When rehabilitation from physical disabilities was paramount, I overcame educational obstacles with the ongoing instruction from Harriet Eskildsen, Director of the High Tech Center for the Disabled, (HTC), at College of Marin. The HTC has helped me to strengthen my intellectual focus, enhance my critical thinking skills, and analytical approaches toward current events and my educational endeavors. To help ensure my success at UCB next year, I had planned to continue taking Harriet’s class. So I am extremely disappointed to see her lab close. With the support of the HTC and my own tenacity, my disabilities are no longer barriers prohibiting me from attaining my academic goals.

This spring I will graduate from College of Marin. Adding to my 1978 Associate in Liberal Arts degree, I will receive two additional Associate in Liberal Arts degrees with emphases in Behavioral Science and Natural Science; and an Associate of Science degree with a major in Biology to prepare me for a major in Conservation and Resource Studies, with a focus on aquatic biology and ecology.

With all the challenges facing biological wildlife and other natural resource conservation disciplines, earning a Bachelor of Science in Conservation and Resource Studies offers me the opportunity to skillfully advocate for a healthier environment that will benefit our community. Completing my formal education at the university level will prepare me to implement the responsible use of science and technology to sustain our natural ecosystems. Transferring to the University of California, Berkeley, will enable me to realize my dream and bring me closer to achieving my goal: to be instrumental in effecting solutions to the ecological well-being of our San Francisco Bay Area and the California coastal region.
Trustee James Namnath, PhD  
College of Marin Kentfield Campus  
835 College Avenue  
Kentfield, CA 94904-2590

Dear Trustee Namnath:

College of Marin has made it possible for us to live these past five years rather than merely existing.

Five years ago this month, my husband had a routine and “successful” knee replacement followed by a stroke that same evening. Doctors later told us he wouldn’t have had the stroke but for the surgery. Nonetheless, in a few hours, he went from being a highly functioning judge still at work in his mid seventies to someone trying to recognize the letters of the alphabet. Although he suffered neither paralysis nor speech problems, his brain damage in three lobes caused short term memory, vision, and other cognitive losses.

After he spent time in both residential and outpatient rehab services, we were at a loss to find local educational resources beyond some kind of “adult day care” that would keep him busy but provide no real learning.

Because we have lived in Marin for decades, we thought College of Marin might provide some kind of help. With a bit of searching I found it: The Center for Disabled Students.

My husband enrolled in the study skills section using computers for cognitive learning. He has been taught, supported, counseled, encouraged, and saved by Harriet Eskildsen, a superb and patient educator. Guided by Harriet’s innovative curriculum, her assistant, Ducie, has provided hands-on teaching so that my husband could learn to read and improve his memory as well as other cognitive skills. With Harriet’s curriculum and Ducie’s assistance, he is once again able to help others in his life.

My husband’s experiences and that of others at the Center supremely demonstrate College of Marin’s commitment to “all members of our diverse community...basic skills improvement...lifelong learning...and cultural enrichment,” included in the college mission statement.

If this center is now to be discontinued, as I have heard, I am shocked. Surely this program represents a great community service. Certainly we would pay more fees if that’s what you want. But why discontinue something that potentially serves everyone? You see, who is to say that anyone may have a surgery or a fall or an accident or illness that suddenly injures the brain and requires retraining it? Age and station in life are no exemptions. People must turn
somewhere for expert help, but where else? We value an institution ready for anyone. College of Marin has been this institution. I believe that any money saved—and I can’t believe it would be a significant amount—by eliminating this program would be offset by losing its unique value to the world.

Please consider some way to keep this program and its students alive in every sense.

Thank you,

Sarah Fagan Greenberg

Tiburon, CA
College of Marin
Presentation to Members of the Board

April 19, 2011

Prepared by
Strategic Education Services

Factors to Consider
1. All-Cuts Budget
2. Prop. 98 Impact
3. Governor Brown v. Governor Schwarzenegger
4. Higher Education Environment

Topics
- Legislative Update
  - Budget
  - Basic Aid
  - Senate Budget Hearing (4/14)
  - Redevelopment
  - Pension
  - Student Success
  - Other Legislative Issues
- Background on Strategic Education Services

Legislative Update: Budget
- $26 billion deficit
- $11 billion in cuts made thus far
- Lack of 2/3 vote to place tax extension measures on the ballot
- Legislature will attempt to secure 2/3 vote for tax extensions or tax increases
- Likely to occur after the May Revision
Legislative Update: Basic Aid

- Currently a concern in the K-12 arena
- K-12 is compulsory education
- This view could change if Legislature and Governor must resort to all-cuts budget
- Other CCC Districts: Mira Costa and South Orange

Senate Budget Hearing – April 14

- The first hearing on the impact of an all-cuts budget on education
- Chaired by Senator Mark Leno
- K-12 Education and Higher Education
- Legislators rightly concerned about the future of higher education
- $4 to $5 billion cut to Proposition 98

See packet for copies of the higher education presentations and the LAO presentation

Senate Budget Hearing – April 14

Chancellor’s Presentation

- $290 million in 2011-12 cuts already
- $800 million cuts in an all cuts budget
- 400,000 fewer students will be served
- Where will the high school graduates go?
Senate Budget Hearing - April 14
Chancellor’s Presentation – (Page 3 of 3)

Options
- 90 unit cap $250 million
- Fee increases to $66/unit $170 million
- Reduce funding for credit basic skills to noncredit basic skills $125 million
- Eliminate funding for intercollegiate athletics $55 million
- Eliminate state funding for repetition of credit PE and fine arts classes $55 million
- Eliminate state funding entirely for noncredit and fine arts classes $30 million

Senate Budget Hearing - April 14
LAO Recommendation for Cuts - $685 million

PPIC 2025 Study
- Both the CSU and UC testimony stated 1 million more workers needed with a BA or BS degree in 2025
- That is an increase of 5+ million to 6+
- Senator Leno surprised everyone in knowing:
  - In 2025 the state will need 41% of the workforce to have a college degree
  - PPIC projects we will only have 32%

PPIC 2025 Study (Page 2 of 2)
The Ethnic Projections are Disturbing

<table>
<thead>
<tr>
<th>Ethnic Group</th>
<th>% with College Degree 2000</th>
<th>% with College Degree 2025</th>
<th>2025 Projection</th>
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</thead>
<tbody>
<tr>
<td>State - All Groups</td>
<td>31%</td>
<td>32%</td>
<td></td>
</tr>
<tr>
<td>State - Need</td>
<td>41%</td>
<td>42%</td>
<td></td>
</tr>
<tr>
<td>Whites</td>
<td>41%</td>
<td>42%</td>
<td>35%</td>
</tr>
<tr>
<td>Latinos</td>
<td>12%</td>
<td>13%</td>
<td>42%</td>
</tr>
<tr>
<td>Asians</td>
<td>58%</td>
<td>60%</td>
<td>52%</td>
</tr>
<tr>
<td>African-Americans</td>
<td>22%</td>
<td>24%</td>
<td>5%</td>
</tr>
</tbody>
</table>
Governor's Redevelopment Proposal

✓ $1.7 billion of 2011-12 Budget savings
✓ This year's budget contains $2 billion of state funds for RDA projects.
✓ The Governor's proposal in the next decade (2012-13 to 2021-22):
  - Save State $13.7 billion
  - Provide Counties with $6.5 billion
  - Provide K-12 Education with $1.4 billion
  - Provide CCC with $1.9 billion
  - Provide College of Marin - estimated $5 million
  - Provide Marin school districts - $40 million ($1,400 per student)

Redevelopment Examples

1. City of Palm Desert - $16.7 million for Premier 4½-star Golf Course
2. Sacramento "Dive Bar" $2+ million

Pension Reform

Perfect Storm?
1. We increased benefits so people would retire earlier – they will now have higher pensions and stay in the system longer
2. People are living longer – much longer
3. Far fewer workers supporting each retired person
4. Fiscal conditions means less money to solve problem

State Retirement Cost ($6 billion) Increasing Percent of General Fund
Pension Proposals

- Pension Rollbacks for current employees – Little Hoover Commission Report:
- Niello’s Constitutional Initiative
  1. Retirement Age - 62 years (Current Employees)
  2. Benefits 60% - 3 years
  3. Require employees to contribute an amount at least equal to public agency
  4. Public agency shall be able to modify terms of pension, health and other benefits

Student Success

- Emphasis on student success
- Investments by Hewlett and Gates Foundation
- Statewide Student Success Task Force
- AB 724 (Block) – common assessments

Consequences of Student Success

- Priority enrollment for transfer, career tech and basic skills
- Programs for seniors and non-matriculating students to get lower priority for enrollment
  - Will this lead to less funding?
- K-12 adult education
  - Already in block grant
  - Looking to survive with student fees

Other Legislative Issues

- Categorical Education funding
  - Moving towards more flexibility
  - Block grants or including in apportionments
- AB 515 (Brownley)
  - College credit for extension courses
  - Another tool for access
Materials in Packet

1. Today's PowerPoint presentation
2. CCC's presentation to the Senate Budget Committee (April 14)
3. CSU's presentation
4. UC's presentation
5. LAO Budget Reduction Options
6. Short Summary of PPIC's Reports - California 2025
7. ROA Issue Paper
8. Education Coalition - Statewide Action for week of May 9-13, 2013
9. Community College contacts

Strategic Education Services

Setting the standard for effective educational advocacy

About Us

- Current management since 1999 (12 years)
- Two staff lobbyists/consultants
  - Dale Shimmasaki, PhD
    - PhD in Education Administration, UC Berkeley
  - MPP in Public Policy, UC Berkeley
  - AB in Economics, UC Berkeley
  - Stephen Rhodes
    - MBA, Operations Management, UC Berkeley
    - BS, Engineering Science, Operations Research, John Hopkins
- Two Consultants
  - Esperanza Rois
    - JD and MPP, Georgetown University
  - John Mockler
    - Author of Proposition 50

Focus on Education

- 15 Current Clients
- K-12 districts: Los Angeles, Santa Ana, San Bernardino
- CCCs: San Francisco, Long Beach, Santa Monica
- Other: AVID, School Transportation Coalition, High School Districts Association, Peace Builders, Connections Academy
Experienced Team

- Legislative: Work for Assembly Speaker, Assembly Minority Leader, budget and appropriations committee staff, Office of the Legislative Analyst
- Both sides of aisle: Work for Democrats and Republicans
- Administration: work in state government agencies, including Governor’s Office
- Community College District: City College of San Francisco

Partial List of Past Accomplishments

- $300 million in school facilities for San Bernardino City Unified School District
- $1 billion in funding for QEIA [low performing K-12 schools]
- Increased reimbursement rate for community college noncredit programs
- Seed funding for joint use facility at Cañada College
The Academic Senate would first of all like to express our sincere relief that the UPM contract has been settled. We hope that we can all move on towards more constructive and creative endeavors that will have student learning and achievement as our ultimate focus. With this in mind, we hope that innovative solutions will be supported and given a chance to bear fruit even though we are in a time of uncertainty regarding the budget.

Additionally, I would hope that you give serious consideration to the issue of increasing the number of full time faculty at College of Marin. In AB 1725 there was a provision that the college should maintain a ratio$^{1}$ of 75% FT faculty to 25% PT. In looking at data over the last 10 years from the Chancellor’s Office, I found that as of 2010, College of Marin’s ratio was 50/50. We have had further retirements this year and there will be more in coming years. You cannot continue to run the college on the backs of part time faculty and expect the ever-diminishing ranks of full time faculty to carry the load of running departments, assessing Student Learning Outcomes, writing Program Reviews, participating in governance committees and other accreditation requirements without some new blood.

According to Ed code Section 87360(B), Academic Senates are required to reach joint agreement with the district in the area of hiring criteria, policies and procedures for new faculty members. Our Academic Senate will consider a new full time faculty hiring procedure this week which will use criteria developed in our program review processes together with other qualitative and quantitative data to determine priorities for FT faculty. We will present it to the faculty in an open forum next week for their input and to the department chairs in their May 3rd meeting. I will update you on this in your May meeting.

The Academic Senate would also like to remind the board about what our responsibilities are beyond the 10+1 that we hear about so often. I’ve prepared the attached outline of how the Academic Senate interacts with the board and with the union according to Title 5 and Ed Code.

--submitted by Sara McKinnon, President of the Academic Senate
Outline of Academic Senate Responsibilities

Academic Senate's Advisory Role to the Board of Trustees:
In accordance with the provisions of Title 5 of the California Education code, the Board of Trustees of the Marin Community College District shall rely primarily on the advice and recommendations of the Academic Senate in the following matters:

1. Curriculum, including establishing prerequisites.
2. Degree and certificate requirements.
3. Grading policies.
4. Educational program development.
5. Standards or policies regarding student preparation and success.
6. College governance structures, as related to faculty roles.
7. Faculty roles and involvement in accreditation processes.
8. Policies for faculty professional development activities.
9. Processes for program review.
10. Processes for institutional planning and budget development.

The Board of Trustees of the Marin Community College District shall mutually agree with the advice and recommendations of the Academic Senate on item 11:
11. Other academic and professional matters as mutually agreed upon

Academic Senate's Statutory Roles:
With the Board of Trustees:
In the following areas the Academic Senate is required to reach joint agreement with the Board of Trustees in the following areas:

- Equivalencies for faculty who do not meet the published minimum qualifications for faculty service: Ed Code Section 87359(B)
- Hiring Criteria, policies and procedures for new faculty members: Ed Code Section 87360(B)

And to rely primarily on the Academic Senate in the area of:
- Administrative Retreat Rights: Ed Code Section 87458(A)

With the Union:
UPM must consult with the Academic Senate BEFORE
- Negotiating faculty tenure evaluation procedures: Ed Code Section 87610.1(A).
- Negotiating general faculty evaluation procedures: Ed Code Section 87663 (F)
- Establishing faculty service areas: Ed Code Section 87743.2
Good Evening,

The Classified Senate is pleased to announce that the California Community Colleges Classified Senate (4CS) has selected the College of Marin Classified Senate as a "Model Classified Senate".

According to the 4CS website:

"Model Classified Senates define the standard of staff participation within the learning environment for California community college students; encourage staff leaders to become stronger, and offer reference and experience for novice organizations and those seeking organizational revitalization.

The following criteria are used to determine if a Classified Senate is granted "Model" status by 4CS.

A 'Model Classified Senate' is one that:

- Is a participatory governance body elected by its constituents
- Operates professionally under bylaws and/or a constitution approved by its constituency
- Has a copy of their current bylaws/constitution on file with 4CS
- Is recognized by the college administration as a governance participant
- Has an up to date website
- Encourages a cooperative working and professional relationship with a collective bargaining agents (if one exists) and considers input or concerns of such groups
- Is organized to actively engage in the shared governance process
- Communicates routinely with 4CS

Recognition of Classified Senate organizations that exercise their role in shared governance with autonomy and professionalism is one way in which the California Community Colleges Classified Senate (4CS) can assist other colleges in developing their local senates or councils.
Several Senates are recognized each year. The Classified is humbled and honored to receive this award.

The Classified Senate recently sent out nomination forms in order to recognize Classified Staff at the College of Marin. Recipients will be honored at the Annual Faculty and Staff Recognition Luncheon scheduled to be held Thursday, May 26th. The Senate will honor:

- an individual
- a department
- an "unsung hero" (someone who works mostly behind the scenes, but deserves to be recognized for their efforts!)

Next week the Classified Senate is holding a special meeting. Dr. Chialin Hsieh, Director of Planning, Research and Institutional Effectiveness will attend this meeting to deliver a presentation on the Accountability Reporting for the Community Colleges (ARCC).

Thank you and goodnight.
Theme

- Why are we doing this report?
- What do we believe?
- What are our results?
  - Who are our students?
  - How are we doing?
  - How are our peer groups doing?
  - What are our strengths and challenges?
  - What's next?
Why are we doing this ARCC report?

3

Accountability Reporting for the Community Colleges

- As required by Assembly Bill 1417, all community colleges have to share the report with their local board of trustees and college administrations.

- Each college’s local governing board and local community is urged to use the information for data-based policy discussions to address our local priorities.
College of Marin's mission reflects a commitment to educational excellence for all members of its diverse community by providing:

- preparation for transfer to four-year schools and universities
- workforce education
- basic skills improvement/English as a Second Language
- intellectual and physical development and lifelong learning
- cultural enrichment
Who are our students?

CoM Annual Unduplicated Headcount


Planning, Research & Institutional Effectiveness 4/19/2011
Who are our students?

CoM Full-Time Equivalent Students (FTES)


Planning, Research & Institutional Effectiveness

4/19/2011
Who are our students?

Age of CoM's Students at Enrollment

% of Students

<table>
<thead>
<tr>
<th>Year</th>
<th>19 or less</th>
<th>20-24</th>
<th>25-49</th>
<th>Over 49</th>
<th>Unknown</th>
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<tbody>
<tr>
<td>2004-05</td>
<td>6.3%</td>
<td>33.4%</td>
<td>20.9%</td>
<td>21.6%</td>
<td>20.2%</td>
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<tr>
<td>2005-06</td>
<td>10%</td>
<td>38.2%</td>
<td>21.3%</td>
<td>38.1%</td>
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<tr>
<td>2006-07</td>
<td>17.8%</td>
<td>38.6%</td>
<td>21.2%</td>
<td>21.3%</td>
<td>0.0%</td>
</tr>
<tr>
<td>2007-08</td>
<td>21.8%</td>
<td>38.7%</td>
<td>20.1%</td>
<td>20.2%</td>
<td>0.0%</td>
</tr>
<tr>
<td>2008-09</td>
<td>17.7%</td>
<td>38.7%</td>
<td>20.6%</td>
<td>22.7%</td>
<td>0.3%</td>
</tr>
<tr>
<td>2009-10</td>
<td>19.9%</td>
<td>40.3%</td>
<td>21.8%</td>
<td>20.6%</td>
<td>0.1%</td>
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</tbody>
</table>


Planning, Research & Institutional Effectiveness

4/19/2011
Who are our students?

Gender of CoM's Students

<table>
<thead>
<tr>
<th>Year</th>
<th>Male</th>
<th>Female</th>
<th>Unknown</th>
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</thead>
<tbody>
<tr>
<td>2004-05</td>
<td>59.3%</td>
<td>40.7%</td>
<td>0.0%</td>
</tr>
<tr>
<td>2005-06</td>
<td>58.5%</td>
<td>41.5%</td>
<td>0.0%</td>
</tr>
<tr>
<td>2006-07</td>
<td>58.8%</td>
<td>41.2%</td>
<td>0.0%</td>
</tr>
<tr>
<td>2007-08</td>
<td>59.6%</td>
<td>40.4%</td>
<td>0.0%</td>
</tr>
<tr>
<td>2008-09</td>
<td>58.4%</td>
<td>40.6%</td>
<td>1.0%</td>
</tr>
<tr>
<td>2009-10</td>
<td>57.3%</td>
<td>41.2%</td>
<td>1.6%</td>
</tr>
</tbody>
</table>


Planning, Research & Institutional Effectiveness
ARCC Seven Critical Indicators

Data Source=ARCC 2011

1. Student progress and achievement
2. Completed 30 or more units
3. Fall-to-fall persistence
4. Successful vocational course completion
5. Successful basic skills course completion
6. Basic skills course improvement
7. ESL course improvement
1. Student Progress and Achievement

1. Student Progress & Achievement:
   CoM, Peer Group, & State

<table>
<thead>
<tr>
<th>Year</th>
<th>CoM</th>
<th>Peer Group</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007-08</td>
<td>59.1</td>
<td>55.4</td>
<td>51.8</td>
</tr>
<tr>
<td>2008-09</td>
<td>60.5</td>
<td>55.7</td>
<td>52.3</td>
</tr>
<tr>
<td>2009-10</td>
<td>55.6</td>
<td>56.8</td>
<td>53.6</td>
</tr>
</tbody>
</table>
2. Completed 30 or More Units

2. Completed 30 or More Units: CoM, Peer Group, & State

<table>
<thead>
<tr>
<th></th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoM</td>
<td>73.7</td>
<td>70.4</td>
<td>74.8</td>
</tr>
<tr>
<td>Peer Group</td>
<td>69.3</td>
<td>74.6</td>
<td>72.4</td>
</tr>
<tr>
<td>State</td>
<td>71.2</td>
<td>72.8</td>
<td>72.8</td>
</tr>
</tbody>
</table>
3. Fall-to-Fall Persistence

3. Fall-to-Fall Persistence: CoM, Peer Group, & State

Percentage of Students

- CoM: 63.8, 55.1
- Peer Group: 71.3, 71.1
- State: 68.2, 68.7, 67.6

(2007-08, 2008-09, 2009-10)
5. Successful Basic Skills Course Completion:
CoM, Peer Group, & State

- CoM: 62.1% (2007-08), 71.2% (2008-09), 68.1% (2009-10)
- Peer Group: 62.1% (2007-08), 63.8% (2008-09), 63.0% (2009-10)
- State: 61.5% (2007-08), 61.5% (2008-09), 61.4% (2009-10)
6. Basic Skills Course Improvement

6. Basic Skills Course Improvement: CoM, Peer Group, & State

Percentage of Students

- CoM: 63.6, 65.3, 59.8
- Peer Group: 55.3, 55, 57.3
- State: 51.2, 53.2, 58.6

2007-08, 2008-09, 2009-10
7. ESL Course Improvement:
CoM, Peer Group, & State

Percentage of Students

2007-08  2008-09  2009-10

State

Peer Group

CoM
## Conclusions

<table>
<thead>
<tr>
<th>Critical Indicators</th>
<th>College of Marin*</th>
<th>Compare with Peer Group</th>
<th>Compare with State</th>
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<tbody>
<tr>
<td>1. Student progress &amp; achievement</td>
<td>😞</td>
<td>😞</td>
<td>😊</td>
</tr>
<tr>
<td>2. Completed 30 or more units</td>
<td>😊</td>
<td>😞</td>
<td>😞</td>
</tr>
<tr>
<td>3. Fall-to-fall persistence</td>
<td>😊</td>
<td>😞</td>
<td>😞</td>
</tr>
<tr>
<td>4. Vocational course completion</td>
<td>😞</td>
<td>😊</td>
<td>😊</td>
</tr>
<tr>
<td>5. Basic skills course completion</td>
<td>😞</td>
<td>😊</td>
<td>😊</td>
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<tr>
<td>6. Basic skills course improvement</td>
<td>😞</td>
<td>😊</td>
<td>😊</td>
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<tr>
<td>7. ESL course improvement</td>
<td>😞</td>
<td>😊</td>
<td>😞</td>
</tr>
</tbody>
</table>

*College of Marin: smiling face standards for CoM has higher score in this year than last year. Sad face standards for CoM has lower score in this year than last year.*
What's Next?

- Institutional dialogue about the results
- May 2011: "Divided We Fail" (related to SB 1143)
- June 2011: Possible Actions/Interventions
- More to come!
MARIN COMMUNITY COLLEGE DISTRICT
ELECTION OF 2004 SERIES C BONDS

PRESENTATION TO THE BOARD OF TRUSTEES
APRIL 19, 2011

Presented by:

Sarah Hollenbeck
Senior Managing Consultant
50 California Street, Suite 2300
San Francisco, CA 94111
Phone: (415) 982-5544
Email: hollenbecks@pfm.com
Election of 2004 G.O. Bonds

- In November 2004, Measure C authorized $249.5 million of General Obligation bonds.

- The District has issued two prior series:
  - $75 million Series A Bonds in 2005
  - $75 million Series B Bonds in 2009

- The Series A and B Bonds are currently rated Aa1 and AA by Moody’s and S&P, respectively.

- The District now plans to sell approximately $53 million of Series C Bonds in May.

  - After the issuance of the Series C Bonds, approximately $46.5 million in authorization will be remaining.
2011 Series C Bonds

- The Series C Bonds are to be sold via competitive sale on May 18, 2011.
- The bonds are being structured to provide $52.2 million of construction proceeds.

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Aggregate Debt Service</th>
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<tbody>
<tr>
<td>2011</td>
<td>$20</td>
</tr>
<tr>
<td>2014</td>
<td>$18</td>
</tr>
<tr>
<td>2017</td>
<td>$16</td>
</tr>
<tr>
<td>2020</td>
<td>$14</td>
</tr>
<tr>
<td>2023</td>
<td>$12</td>
</tr>
<tr>
<td>2026</td>
<td>$10</td>
</tr>
<tr>
<td>2029</td>
<td>$8</td>
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<tr>
<td>2032</td>
<td>$6</td>
</tr>
<tr>
<td>2035</td>
<td>$4</td>
</tr>
<tr>
<td>2038</td>
<td>$2</td>
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<table>
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<tr>
<th>Series C Bonds Details</th>
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<tbody>
<tr>
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<td>Type of Sale</td>
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<tr>
<td>Sale Date</td>
</tr>
</tbody>
</table>

Preliminary numbers as of April 19, 2011.
The Series C Bonds, combined with the outstanding Series A and B Bonds, are projected to result in a maximum tax levy rate of $18.77 per $100,000 of Assessed Value.

Marin Community College District
Proposed General Obligation Bonds
Summary of Tax Levy (Tax Rate Per $100 AV)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Principal</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Current Levy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2021</td>
<td>7,467,525</td>
<td>0.0134</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Aggregate Summary of Tax Levy Rate:

<table>
<thead>
<tr>
<th>Series C (2011)</th>
<th>Aggregate GO</th>
<th>Aggregate Levy Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$52,995,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
In the last 12 months, the AAA MMD G.O. yield curve has steepened significantly.

Long-term municipal interest rates are comparable to levels at the time of the District’s 2009 bond sale.

<table>
<thead>
<tr>
<th>Maturity</th>
<th>As of 4/15/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.32%</td>
</tr>
<tr>
<td>2</td>
<td>0.63%</td>
</tr>
<tr>
<td>3</td>
<td>0.95%</td>
</tr>
<tr>
<td>4</td>
<td>1.37%</td>
</tr>
<tr>
<td>5</td>
<td>1.72%</td>
</tr>
<tr>
<td>6</td>
<td>2.08%</td>
</tr>
<tr>
<td>7</td>
<td>2.43%</td>
</tr>
<tr>
<td>8</td>
<td>2.75%</td>
</tr>
<tr>
<td>9</td>
<td>2.98%</td>
</tr>
<tr>
<td>10</td>
<td>3.15%</td>
</tr>
<tr>
<td>11</td>
<td>3.31%</td>
</tr>
<tr>
<td>12</td>
<td>3.46%</td>
</tr>
<tr>
<td>13</td>
<td>3.60%</td>
</tr>
<tr>
<td>14</td>
<td>3.74%</td>
</tr>
<tr>
<td>15</td>
<td>3.85%</td>
</tr>
<tr>
<td>16</td>
<td>3.95%</td>
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<tr>
<td>17</td>
<td>4.05%</td>
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<tr>
<td>18</td>
<td>4.14%</td>
</tr>
<tr>
<td>19</td>
<td>4.23%</td>
</tr>
<tr>
<td>20</td>
<td>4.32%</td>
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<tr>
<td>21</td>
<td>4.41%</td>
</tr>
<tr>
<td>22</td>
<td>4.50%</td>
</tr>
<tr>
<td>23</td>
<td>4.58%</td>
</tr>
<tr>
<td>24</td>
<td>4.65%</td>
</tr>
<tr>
<td>25</td>
<td>4.71%</td>
</tr>
<tr>
<td>26</td>
<td>4.73%</td>
</tr>
<tr>
<td>27</td>
<td>4.75%</td>
</tr>
<tr>
<td>28</td>
<td>4.76%</td>
</tr>
<tr>
<td>29</td>
<td>4.77%</td>
</tr>
<tr>
<td>30</td>
<td>4.78%</td>
</tr>
</tbody>
</table>
Municipal Market Credit Spreads

- Credit spreads to AAA MMD decreased throughout most of 2010 before widening at the end of the year.
  - 2 year average AA spread to AAA: 21 bps
  - 2 year average A spread to AAA: 86 bps
  - 2 year average BBB spread to AAA: 178 bps
  - Current AA spread to AAA: 25 bps
  - Current A spread to AAA: 93 bps
  - Current BBB spread to AAA: 170 bps

- The District will benefit from its strong Aa1/AA ratings.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, April 19th</td>
<td>Board meeting to authorize Series C issuance</td>
</tr>
<tr>
<td>Tuesday, April 26th</td>
<td>Rating Agency Meetings</td>
</tr>
<tr>
<td>Friday, May 6th</td>
<td>Receive ratings</td>
</tr>
<tr>
<td>Wednesday, May 18th</td>
<td>Competitive Sale</td>
</tr>
<tr>
<td>Wednesday, June 1st</td>
<td>Closing and delivery of funds</td>
</tr>
</tbody>
</table>
March 15, 2011, Trustee Eva Long notes for COM Board meeting

Comments to be a matter of record

1. Status of Measure C Appreciation and thanks to our staff and to our students and community. We are on our final stretch. C

2. Compromises

2. Most of you have heard me say this over the last several months in our commitment to the plan as submitted to the community for VOTING which passed at the highest level imaginable.

Words of the Measure C Campaign action plan and the generosity of our Marin Community who helped us finance the $249.5 million dollars. Most us around the table sold it to the community.

Do our words mean anything?? I take this very seriously – our words and the Public Trust our community gave us, and what it means to have integrity in what you say and what you do in a democracy.

3. Public Trust = make every dollar spent of the Public’s money effective, efficient, accountable, and most of all transparent. Be responsible and accountable more than with your own funds.

4. Comment about the minutes transcript of the last Board meeting, where Trustee Kranenburg spoke of the cost delta. (See attached Document explaining what “delta” means). No, we have not lost $7 million dollars, nor has the District spent it. Would demand of management an accounting of the $$$ for Board review with a fiscal audit immediately if there has been such a expenditures. Economic forecasting and formula used in equity/options trading does not apply in this situation. This is about adequacy and excellence in our decision-making process

5. I have been disappointed during these deliberations with the lack of high tolerance for ambiguity, diversity of opinion which often were creative, divergent thinking, lack of healthy sincere debate, or depth of information needed to generate the group think for the best decision-making. Most of all, the lack of scholarly work needed to enable COM to be as excellent as it could be no matter what role we have in the institution.
The delay in decision making was perceived by some in name
calling and whispering behind the scenes, was really the result of
Inadequate information as perceived by some Board members, but
not by others. WHY?? The have’s and the have-nots based on
political gamesmanship, not educational benefits and goals for
students and community.

While this leaves me somewhat with a bad taste in my mouth, there
is forgiveness for our human frailty. It is not a perfect process,

I have been given assurances by Dr. Coon and staff that what
remains to be done will be an open transparent process for all,
student community, staff and the Board of Trustees as it should be.
The citing of the buildings (AC, Olney Hall, ADA and site
capacities, and rationale for pieces and parts of the plan are still to be
designed and feedback given will be used judiciously with budget
perimeters considered. Why is this important?? Because we do
represent the silence of students and community.

Over the months, labels about people who had concerns or ideas
were demonized, and that in itself is dangerous. No matter where
people live, particularly neighbors and friends of the College, they
remain our friends as it should be. We need all the support we can
get.

Over the months, I also realized the importance of advocacy and
ethics. While I did not get all that I advocated for, I appreciate what
we are able to do.

With those comments, I am prepared to vote.

\[Signature\]

3/18/2011

Center for Longevity, Transition, and Renewal
Eva Long, Ph.D.
In reading the transcript, I came across the work delta regarding the $7.5 million used by Trustee Phil which I did not understand. Never learned that in Statistics or any statistical procedure.

Not sure how it applies to our Measure C budget and the expenses and the $7.5 million.

Delta

What Does Delta Mean?

The ratio that compares the change in the price of an underlying asset to the corresponding change in the price of a derivative; sometimes referred to as the hedge ratio.

Investopedia explains Delta

As an example, with respect to call options, a delta of 0.7 means that for every $1 increase in the underlying stock, the call option will increase by $0.70. Put option deltas, in contrast, will be negative, because as the underlying security increases, the value of the option decreases. Thus, a put option with a delta of -0.7 will decrease by $0.70 for every $1 increase in the stock price. As an in-the-money call option nears expiration, it will approach a delta of 1.00, and as an in-the-money put option nears expiration, it will approach a delta of -1.00.

delta

The change in the price of an option that results from a one-point change in the price of the underlying stock. For example, a delta of 0.5 indicates that the option will rise in price by $0.50 for each 1-point ($1) rise in the price of the underlying stock. Call options have positive deltas; put options have negative deltas.

Delta

The ratio of the change in price of an option to the change in price of the underlying asset. Also called the hedge ratio. Applies to derivative products. For a call option on a stock, a delta of 0.50 means that for every $1.00 that the stock goes up, the option price rises by $0.50. As options near expiration, in-the-money call option contracts approach a delta of 1.0, while in-the-money put options approach a delta of -1.0. See: hedge ratio, neutral hedge. Call deltas range from 0.00 to +1.00; put deltas range from 0.00 to -1.00. If the call delta is 0.69, the put delta is -0.31 (call delta minus 1 equals put delta; 0.69 -1 = -0.31).
### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 17, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.15.A</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Contracts and Agreement for Services for Month of April 2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INFORMATION**

**BACKGROUND:**

Attached for your information is a listing of all External Consultants and Contractors with whom we entered into a contract in excess of $1,000 with a description of services provided.

---

**Administrator Initiating Item**

Albert J. Harrison II, Vice President, College Operations
### Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Unrestricted</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211424</td>
<td>Perry-Smith, LLP</td>
<td>District Wide</td>
<td>$ 6,850.00</td>
</tr>
<tr>
<td></td>
<td>Services for the 2011 Measure C audit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211429</td>
<td>Perfect Timing, Inc</td>
<td>Information Technology</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for on call technology help.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211455</td>
<td>William E Riker</td>
<td>District Wide</td>
<td>$ 2,250.00</td>
</tr>
<tr>
<td></td>
<td>Arbitration services for the United Professors of Marin hearing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211471</td>
<td>Student Insurance</td>
<td>District Wide</td>
<td>$ 3,895.50</td>
</tr>
<tr>
<td></td>
<td>Mandatory student insurance services for 7 international students.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211490</td>
<td>DaVinci Fusion, Inc</td>
<td>Performing Arts</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td></td>
<td>Production design services for the Spring 2011 Dance Concert.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211518</td>
<td>Law Offices of Larry Frierson</td>
<td>District Wide</td>
<td>$ 4,365.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for United Professors of Marin arbitration, Service Employees International Union fact finding and other miscellaneous matters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211520</td>
<td>Poor Ann's Press</td>
<td>Logistics</td>
<td>$ 3,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing and copying overflow services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211538</td>
<td>Alexander Bolias</td>
<td>Community Education</td>
<td>$ 1,040.00</td>
</tr>
<tr>
<td></td>
<td>Lecturer for First Aid for Public Safety Personnel for Fall 2010 and Winter 2011.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211547</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td></td>
<td>Leasing services for the Docucolor 260 color copier.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211550</td>
<td>North State Environmental</td>
<td>Police</td>
<td>$ 4,714.31</td>
</tr>
<tr>
<td></td>
<td>Proper pick-up and removal services for hazardous materials of the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211555</td>
<td>Easy Permit Postage</td>
<td>Logistics</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td></td>
<td>Mailing services for the postal Permit 53 account.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211556</td>
<td>Pitney Bowes Postage By Phone</td>
<td>Logistics</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td></td>
<td>Mailing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211557</td>
<td>United States Postal Service</td>
<td>Logistics</td>
<td>$ 10,000.00</td>
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<tr>
<td></td>
<td>Mailing services for the bulk permit #8 for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211585</td>
<td>Remote-Learner US Inc</td>
<td>Learning Resource Center</td>
<td>$ 2,950.00</td>
</tr>
<tr>
<td></td>
<td>Online training services for 10 Moodle users.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0211602</td>
<td>Numara Software, Inc</td>
<td>Information Technology</td>
<td>$ 3,548.75</td>
</tr>
<tr>
<td></td>
<td>License/maintenance agreement for Track-it software for one year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211615</td>
<td>JH Technologies, Inc</td>
<td>Life and Earth Sciences</td>
<td>$ 3,510.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/servicing of microscopes for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211627</td>
<td>Department Of Justice</td>
<td>Human Resources</td>
<td>$ 2,050.00</td>
</tr>
<tr>
<td></td>
<td>Fingerprinting and background checking services for new employees.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211628</td>
<td>Enterprise Rent-A-Car</td>
<td>Geology</td>
<td>$ 1,679.44</td>
</tr>
<tr>
<td></td>
<td>Van rental services for Geology Spring 2011 field trip.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0211451</td>
<td>WK Mclellan Co</td>
<td>Grounds</td>
<td>$ 3,500.00</td>
</tr>
<tr>
<td></td>
<td>Pavement patching services for both campuses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211486</td>
<td>Orkin Pest Control</td>
<td>Maintenance</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td></td>
<td>Termite treatment services for locker room shower area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211493</td>
<td>Hardison, Komatsu, Ivelich &amp; Tucker Architects</td>
<td>Maintenance</td>
<td>$ 21,866.37</td>
</tr>
<tr>
<td></td>
<td>Architect services for the IVC Locker rooms.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211529</td>
<td>Barbara Garfien</td>
<td>President’s Office</td>
<td>$ 1,650.00</td>
</tr>
<tr>
<td></td>
<td>Coordination services for the President’s Circle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211552</td>
<td>Landscapes For A Future</td>
<td>Career Education</td>
<td>$ 14,000.00</td>
</tr>
<tr>
<td></td>
<td>Gardening services for propagation area and the water wise demonstration at the Indian Valley Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211569</td>
<td>Marin County Office Of Education</td>
<td>Career Education</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td></td>
<td>Review, update and revise services for the Articulation Agreements with Marin County Schools.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211589</td>
<td>Embassy Suites</td>
<td>President’s Office</td>
<td>$ 5,000.99</td>
</tr>
<tr>
<td></td>
<td>Rental services for the President’s Breakfast.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Measure C**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0211422</td>
<td>Sungard Sct, Inc</td>
<td>Measure C</td>
<td>$ 175,723.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for Banner software.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0211447</td>
<td>Unicorn Group</td>
<td>Measure C</td>
<td>$1,562.45</td>
</tr>
<tr>
<td></td>
<td>Printing and mailing services for Community Forums held on April 12 and 14, 2011.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211485</td>
<td>Sungard Sct, Inc</td>
<td>Measure C</td>
<td>$5,825.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for Financial Aid FM analysis.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211508</td>
<td>Marin Independent Journal</td>
<td>Measure C</td>
<td>$1,365.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for Community Forums held on April 12 and April 14, 2011 with run dates of May 27, May 30, April 3 and April 10, 2011.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211526</td>
<td>Statewide Educational Wrap Up Program</td>
<td>Measure C</td>
<td>$250,487.00</td>
</tr>
<tr>
<td></td>
<td>Insurance services for the Performing Arts Modernization Project, covering workers’ compensation, terrorism and CIAG fees, general liability, aggregate workers’ compensation and general liability, program administration and SEWUP JPA insurances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211527</td>
<td>Keenan &amp; Associates</td>
<td>Measure C</td>
<td>$34,526.06</td>
</tr>
<tr>
<td></td>
<td>Insurance services for the Performing Arts Modernization Project covering contractor’s pollution liability, builders risk and owner’s protective professional indemnity insurance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0211558</td>
<td>Perfect Timing, Inc</td>
<td>Measure C</td>
<td>$1,276.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for computer technology help for the Main Building.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Modernization Director's Report to Board of Trustees
May 17, 2011

BUDGET UPDATE

Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
Reserves: $9,159,000, of which $2,300,000 is allocated to IVC
Expended to date: $137.3 million (51.9% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $49.8 million
  - Construction $82.0 million

Summary of modernization items in this agenda:

Consent (all routine items not requiring resolution or discussion): ($2,516,423)
  - Thirteen (13) new construction contracts for ratification ($71,647)
  - Four (4) construction change orders ($31,487)
  - Two (2) new professional service agreements ($2,323,715)
  - Seven (7) professional service agreement amendments ($89,574)
  - Approve Subcontractor Substitution Request Mid-State Construction sheet metal work
    replacing Allen-Simmons with Kodiak Union.

Action (items requiring resolution or discussion):

P.E. Track Renovation Project (308G)
  - Approve New Professional Services Agreement - Verde Design
  - Authorize bidding
  - Approve Pre-authorization to Award Construction Contract to General Contractor and
    Approve Pre-Authorization to enter into a California Multiple Awards Schedule [CMAS]
    Contract

Net value of new contracts / changes / amendments in this agenda: $2,516,423

CURRENT DESIGN

- KTD New Academic Center
  Architectural contract negotiations complete. Program verification meetings underway.

- KTD Child Development Center
  Contract negotiations complete. Schematic design and CEQA process underway.

CURRENT CONSTRUCTION

- IVC Main Building Complex & Bioswale: Change order #33 submitted this meeting; change
  orders = 9.3%. Project closeout and miscellaneous minor requests underway.

- KTD Fine Arts Building: Change order #15 submitted this meeting; change

- IVC Utilities Project: Change orders #9 submitted this meeting; change
  orders = 6.8%

- KTD Performing Arts Building: Change order #1 submitted this meeting = < 1%
OTHER OPEN INITIATIVES

- **Swing space/relocation:** The Modernization Team continues to work with the performing arts faculty and staff to begin preparing for the PA modernization which begins this summer. It has been determined that phase I work (the existing PA Building modernization originally scheduled to complete 8/8/11) needs a schedule extension. Staff are evaluating swing space options.

- **Furniture, fixtures, equipment:** FF&E procurement & installation are nearing completion for the new FA building. There are a few long lead items which will be completed over the summer.

- **Signage:** The next phase of signage is installation of exterior site signage at IVC scheduled for late spring.

- **Project Stabilization Agreement:** Proceeding.

- **LEED** All active projects are pending completion of construction.

BOARD FUND-RAISING OPPORTUNITIES

- **IVC New Main Building** Name needed for building; opportunity to “purchase”

- **IVC New Main Building** Harry Moore Memorial bench w/sustainability sign (~$15,000). To date roughly $15,760 has been raised. The bench has been purchased and installed.

- **KTD Science Complex** Installation of historic items salvaged from Dickson Hall, part of museum in new facility (~$150,000)
<table>
<thead>
<tr>
<th>Completed Projects</th>
<th>Budget (approx)</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD College Avenue Utility Conduit Crossing</td>
<td>$68,000</td>
</tr>
<tr>
<td>KTD Dance Relocation</td>
<td>$770,800</td>
</tr>
<tr>
<td>KTD Diamond PE Center</td>
<td>$20,900,000</td>
</tr>
<tr>
<td>KTD Dickson Hall Faculty Relocation</td>
<td>n/a</td>
</tr>
<tr>
<td>KTD DSPS Relocation</td>
<td>$212,000</td>
</tr>
<tr>
<td>KTD Health Services Relocation</td>
<td>$495,000</td>
</tr>
<tr>
<td>KTD Larkspur Annex Restoration</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>KTD Literacy Lab (partially funded by Redevelopment funds)</td>
<td>n/a</td>
</tr>
<tr>
<td>KTD Parking Lot 10 Paving Project</td>
<td>n/a</td>
</tr>
<tr>
<td>KTD Photovoltaic System</td>
<td>$3,700,000</td>
</tr>
<tr>
<td>KTD Pool Repair Project</td>
<td>$425,100</td>
</tr>
<tr>
<td>KTD Portable Village Swing Space</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>KTD West Bridge</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>KTD Hazmat Abatement</td>
<td>n/a</td>
</tr>
<tr>
<td>KTD Science Math Central Plant Complex Increment 1 Site Utilities</td>
<td>7,800,000</td>
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<tr>
<td>KTD and IVC Geothermal Fields</td>
<td>$9,300,000</td>
</tr>
<tr>
<td>KTD and IVC Greenhouse/Shade Structure Relocation</td>
<td>$359,000</td>
</tr>
<tr>
<td>KTD and IVC Tree Removal</td>
<td>$315,000</td>
</tr>
<tr>
<td>KTD New Fine Arts</td>
<td>$17,721,000</td>
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<tr>
<td>IVC 12kV Utility Extension</td>
<td>$472,000</td>
</tr>
<tr>
<td>IVC Creek Erosion Mitigation</td>
<td>$788,000</td>
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<tr>
<td>IVC Fire Mitigation</td>
<td>$785,000</td>
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<tr>
<td>IVC Gas Main Replacement</td>
<td>$534,000</td>
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<tr>
<td>IVC Pomo 4 Roof Replacement</td>
<td>$159,000</td>
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<tr>
<td>IVC Storm Drain Repairs</td>
<td>$349,000</td>
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<tr>
<td>IVC TransTech Swing Space</td>
<td>$538,000</td>
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<tr>
<td>IVC Trans. Tech. Complex:</td>
<td>$13,042,826</td>
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<tr>
<td>KTD SMCP Utility Project:</td>
<td>$5,900,000</td>
</tr>
<tr>
<td>IVC New Main Building</td>
<td>$18,827,000</td>
</tr>
</tbody>
</table>

**Total completed projects to date:** $107,960,726
### A. Alla Tech Consulting Enterprise (Geothermal / PV @ PE / Sitework)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical &amp; IT design services for 12 KV Utility extension project</td>
<td>to follow project 402A schedule</td>
<td>Amendment 14</td>
<td>In close out</td>
</tr>
<tr>
<td>Electrical design for add alternate 8-ticket dispensing machine and future blue light telephone (413A)</td>
<td>11/15/2009</td>
<td>Amendment 21</td>
<td>In close out</td>
</tr>
<tr>
<td>Construction Admin for PE Center Supplemental Cooling Project 308B</td>
<td>12/31/2010</td>
<td>Amendment 24</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

### B. Amy Skewes-Cox (EIR)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>No outstanding items</td>
<td></td>
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</tr>
</tbody>
</table>

### C. CSW Stuber-Stroh (Bioswale / West Campus Bridge / Sitework)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Building Complex (417A)</td>
<td>10/1/2009</td>
<td>Amendment 26</td>
<td>In close out</td>
</tr>
<tr>
<td>Create final Record Set documenting all completed utility infrastructure project on Indian Valley Campus; District Civil Engineer Project (803A)</td>
<td>6/30/2011</td>
<td>Amendment 35</td>
<td>In Progress</td>
</tr>
<tr>
<td>Signage &amp; Striping plan design which covers the area of new construction in the vicinity of New Main Bldg Complex Project (417A)</td>
<td>2/28/2011</td>
<td>Amendment 35</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

### D. Degenkolb Engineers (District Structural Engineers)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>No outstanding items</td>
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</table>

### E. ED2 International (Science / Math / Central Plant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Phase - 24 Months</td>
<td>4/15/10-4/30/12</td>
<td>Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>10/30/2012</td>
<td></td>
<td>In progress</td>
</tr>
<tr>
<td>Add/1 services for subconsultant (Davis Langdon) to prepare opinions of probable construction cost for revisions to existing design; Current South entrance breezeway &amp; adjacent Museum (Rm 105) will be replaced by a new biology lab of approx. 1,500 gross square feet; display kiosk containing the historic cupola will be incorporated adjacent to elevator No. 1; museum will be relocated to available space currently programmed for the IT server room; SMCP Inc. Off 2 &amp; 3, Demo &amp; Building Project (305A)</td>
<td>N/A</td>
<td>Amendment 3</td>
<td>In progress</td>
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</table>

### F. Fugro West, Inc. (District Soils Engineer)

<table>
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<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>No outstanding items</td>
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</tbody>
</table>

### G. HKIT (Hardison, Komatsu, Ivulich & Tucker) (Transportation Technology Center)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>9/1/09-9/1/10</td>
<td>Contract</td>
<td>In close out</td>
</tr>
<tr>
<td>Programming continuation &amp; beginning schematic design; Child Development Center at KTD Project 303C</td>
<td>12/31/2011</td>
<td>New SF Contract</td>
<td>In Progress</td>
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</table>

### H. Kate Keating Associates, Inc. (District Signage Consultant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Building Complex Signage (417A)</td>
<td>9/30/2010</td>
<td>Amendment 5</td>
<td>In close out</td>
</tr>
<tr>
<td>Add/subconstruction admin services related to signage for Science-Math-CP Complex Project 305A</td>
<td>n/a</td>
<td>Amendment 6</td>
<td>In progress</td>
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### I. Kwan Hemml (Diamond PE Center)

<table>
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<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
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</thead>
<tbody>
<tr>
<td>No outstanding items</td>
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</table>

Milestones listed include BOT approvals/partitions through April 19, 2011
### J. Marcy Wong and Donn Logan (FA / PA Buildings)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
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</thead>
<tbody>
<tr>
<td>Construction Phase</td>
<td></td>
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</tr>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>5/11/11 - 7/31/11</td>
<td>Amendment 4</td>
<td>In close out</td>
</tr>
<tr>
<td>Project Close-out with DSA</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Extra programming &amp; conceptual design schemes</td>
<td>dates not changed</td>
<td>Amendment 1</td>
<td>In close out</td>
</tr>
<tr>
<td>Survey specs and preem project scope guidelines</td>
<td>dates not changed</td>
<td>Amendment 1</td>
<td>In close out</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>Original: 8/10/09 - 12/21/10</td>
<td>Contract</td>
<td>In close out</td>
</tr>
<tr>
<td>Kinyo &amp; Moore (District Industrial Hygienist Consultant)</td>
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<tr>
<td>Activity</td>
<td>Milestone Date</td>
<td>Document</td>
<td>Completed</td>
</tr>
<tr>
<td>No outstanding items</td>
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<td></td>
<td></td>
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<tr>
<td>L. Royston Hanamote Alloy &amp; Abey (District Landscape Consultant)</td>
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<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Milestone Date</td>
<td>Document</td>
<td>Completed</td>
</tr>
<tr>
<td>Kentfield Campus Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
<td>Amendment 3</td>
<td>On Going</td>
</tr>
<tr>
<td>LEED Services</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Construction Administration</td>
<td></td>
<td></td>
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<tr>
<td>Conceptual parking lot study for lots 1, 6, 7 and 9 on KTD Campus as requested by Owner in prep for February BOT meeting and Revised Bond Spending Plan; District Landscape Architect Project (807A)</td>
<td>n/a</td>
<td>Amendment 17</td>
<td>In Progress</td>
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<tr>
<td>M. Steinberg Architects (District Architect)</td>
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<tr>
<td>Activity</td>
<td>Milestone Date</td>
<td>Document</td>
<td>Completed</td>
</tr>
<tr>
<td>No outstanding items</td>
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<td></td>
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<tr>
<td>N. Transitions (FF &amp; E Consultant)</td>
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<tr>
<td>Activity</td>
<td>Milestone Date</td>
<td>Document</td>
<td>Completed</td>
</tr>
<tr>
<td>FF&amp;E Specifications - PA Modernization (306A)</td>
<td>1/1/2011</td>
<td>Amendment 3</td>
<td>On Going</td>
</tr>
<tr>
<td>FF&amp;E Specifications - BNCP Increment #3 (355A)</td>
<td>3/1/2020</td>
<td>Amendment 3</td>
<td>In close out</td>
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<tr>
<td>FF&amp;E Specifications - Main Building Complex (417A)</td>
<td>7/1/2008</td>
<td>Amendment 3</td>
<td>In close out</td>
</tr>
<tr>
<td>FF&amp;E Specifications - New FA Building (306C)</td>
<td>1/1/2009</td>
<td>Amendment 3</td>
<td>In close out</td>
</tr>
<tr>
<td>FF&amp;E Tasks: (3) written bids on all equipment procurement; manage off-site storage vendor; process &amp; return items as directed, etc (402A)</td>
<td>6/1/2010</td>
<td>Amendment 14</td>
<td>Completed</td>
</tr>
<tr>
<td>FF&amp;E Tasks: Assist w/clarification of equipment electrical supply requirements w/vendors; purchase of equipment, etc. (417A)</td>
<td>9/30/2010</td>
<td>Amendment 14</td>
<td>Completed</td>
</tr>
<tr>
<td>Inventory/catalog/supervise disposal of assets currently located in the FA &amp; PA storage containers #8, #10 &amp; #11; Create a surplus disposal list of assets for BOT approval; Supervise surplus disposal, PA &amp; FA Relocation Project (805B)</td>
<td>4/1/2011</td>
<td>Amendment 18</td>
<td>Completed</td>
</tr>
<tr>
<td>O. VBN Architects (IVC Main Building)</td>
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<tr>
<td>Activity</td>
<td>Milestone Date</td>
<td>Document</td>
<td>Completed</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase</td>
<td>12/1/09 - 5/31/10</td>
<td>Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>Project</td>
<td>Tentative Schedule/Actual Cost</td>
<td>Current Date</td>
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<tr>
<td>---------------------------------</td>
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<tr>
<td><strong>305A Science Math Central Plant Complex</strong></td>
<td></td>
<td>$42,434,280</td>
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<tr>
<td>Oct. 06 Schedule / Budget</td>
<td>$4,187,802</td>
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<tr>
<td>Feb. 07 Schedule / Budget</td>
<td>$38,246,478</td>
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<tr>
<td>March 09 Schedule / Budget</td>
<td>$6,617,000</td>
<td>$69,540,000</td>
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<tr>
<td>Nov. 09 Schedule / Budget</td>
<td>$6,617,000</td>
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<tr>
<td>March 11 Schedule / Budget</td>
<td>$52,923,000</td>
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<tr>
<td>Current Schedule (% of current phase)</td>
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<tr>
<td>Current expenditures (% of budget)</td>
<td>18%</td>
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<tr>
<td><strong>306C New Fine Arts Building</strong></td>
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<td>$17,709,918</td>
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<tr>
<td>Oct. 08 Schedule / Budget</td>
<td>$1,732,885</td>
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<tr>
<td>Feb. 07 Schedule / Budget</td>
<td>$15,577,033</td>
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<tr>
<td>March 09 Schedule / Budget</td>
<td>$1,849,800</td>
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<td>Current Schedule (% of current phase)</td>
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<tr>
<td>Current expenditures (% of budget)</td>
<td>96%</td>
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<tr>
<td><strong>306A Performing Arts Modernization</strong></td>
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<td>$10,773,100</td>
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<td>Oct. 06 Schedule / Budget</td>
<td>$1,052,488</td>
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<td>Feb. 07 Schedule / Budget</td>
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<td>March 09 Schedule / Budget</td>
<td>$1,578,000</td>
<td>$17,200,000</td>
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<tr>
<td>Current Schedule (% of current phase)</td>
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<tr>
<td>Current expenditures (% of budget)</td>
<td>15%</td>
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### 308 Diamond PE Center Alterations

<table>
<thead>
<tr>
<th></th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tbody>
<tr>
<td>Oct. 06 Schedule / Budget</td>
<td>$2,100,803</td>
<td>$19,220,365</td>
<td>$21,320,871</td>
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<td>Feb. 07 Schedule / Budget</td>
<td>$2,149,258</td>
<td>$20,255,577</td>
<td>$22,404,835</td>
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<tr>
<td>March 09 Schedule / Budget</td>
<td>$2,149,258</td>
<td>$20,255,577</td>
<td>$22,404,835</td>
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<td>Current Schedule (% of current phase)</td>
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<td>Current expenditures (% of budget)</td>
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<td>72%</td>
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### 402A Transportation Technology Complex

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<tr>
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<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tbody>
<tr>
<td>Oct. 05 Schedule / Budget</td>
<td>$654,284</td>
<td>$6,032,520</td>
<td>$6,886,604</td>
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<td>Feb. 07 Schedule / Budget</td>
<td>$1,464,750</td>
<td>$11,578,076</td>
<td>$13,042,826</td>
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<tr>
<td>Nov. 09 Schedule / Budget</td>
<td>$1,464,750</td>
<td>$11,578,076</td>
<td>$13,042,826</td>
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<tr>
<td>March 11 Schedule / Budget</td>
<td>$1,464,750</td>
<td>$11,278,076</td>
<td>$12,742,826</td>
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<tr>
<td>Current Schedule (% of current phase)</td>
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<tr>
<td>Current expenditures (% of budget)</td>
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### 417A Main Building Complex

<table>
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<tr>
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<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tbody>
<tr>
<td>Oct. 06 Schedule / Budget</td>
<td>$2,119,150</td>
<td>$19,474,556</td>
<td>$21,693,708</td>
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<tr>
<td>Feb. 07 Schedule / Budget</td>
<td>$2,410,000</td>
<td>$19,890,000</td>
<td>$22,300,000</td>
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<tr>
<td>Nov 09 Schedule / Budget</td>
<td>$2,410,000</td>
<td>$19,890,000</td>
<td>$22,300,000</td>
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<tr>
<td>April 10 Schedule / Budget</td>
<td>$2,410,000</td>
<td>$19,196,000</td>
<td>$21,606,600</td>
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<tr>
<td>March 11 Schedule / Budget</td>
<td>$2,410,000</td>
<td>$17,196,000</td>
<td>$19,606,600</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Current Schedule (% of current phase)</td>
<td>100%</td>
<td>100%</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Current expenditures (% of budget)</td>
<td>84%</td>
<td>99%</td>
<td></td>
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</table>
**2.1 Schedule**

Marin Community College District – College of Marin

Based on expenditures as of 5-09-11

<table>
<thead>
<tr>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tr>
<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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<td>$4,964,461</td>
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<td>$1,823,000</td>
<td>$15,677,000</td>
<td>$17,500,000</td>
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<tr>
<td>$1,823,000</td>
<td>$15,677,000</td>
<td>$17,500,000</td>
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<tr>
<td>$3,295,492</td>
<td>$28,379,869</td>
<td>$33,632,000</td>
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<tr>
<td>$3,295,492</td>
<td>$24,879,869</td>
<td>$28,175,361</td>
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<tr>
<td>73%</td>
<td>0%</td>
<td>0%</td>
<td>15%</td>
<td></td>
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<tr>
<td>$504,986</td>
<td>$0</td>
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</table>

**303B New Academic Center** See Note 7

Oct. 06 Schedule / Budget
Feb. 07 Schedule / Budget
Nov. 09 Schedule / Budget
Jan. 10 Schedule / Budget
March 11 Schedule / Budget

Current Schedule (% of current phase)
Current expenditures (% of budget)

**302B LRC Modernization** See Note 8

Oct. 06 Schedule / Budget
Feb. 07 Schedule / Budget

Current Schedule

**304A Fusselman Hall Modernization** See Note 9

Oct. 06 Schedule / Budget
Feb. 07 Schedule / Budget

Current Schedule

Removed from Schedule

### Notes:

1A) Project duration has changed. The original duration was based on a 50,000 SF bldg and was not revised to reflect the increased building program of 77,000 SF. The revised duration takes into account this modification.

2A) Project under construction

3A) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

3B) Project has been submitted to DSA and is expected to be out of DSA in Fall/Winter, 2010

3C) Project start date is affected by the FA completion date.

4A) 308B project budget is 20,894,716 since $1.5 million has been allocated to other PE projects such as 308E Utilities, 308F Pool and PE swing space.

5A) In field construction issue needing DSA approval, schedule adjusted to current status.

6A) Slight delay for bidding due to delay in DSA approval

7A) No State funding will be available for his project

8A) Project funds reallocated to other projects.

9A) Project funds reallocated to other projects.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Reason for Board Consideration: Enclosure(s):

INFORMATION
SMC Quarterly Report Q1 2011

BACKGROUND:
The following bond program item is presented herein for Board information:

- SMC Quarterly Report for period ending March 31, 2011

FISCAL IMPACT:
None.

RECOMMENDATION:
For information only.

Administrator Initiating Item
Laura McCarty
Director of Modernization

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

The PE Track Renovation Project at the Kentfield Campus is scheduled to bid in June 2011. Prior to the start of construction, the District must file the appropriate CEQA (California Environmental Quality Act) exemption paperwork.

The District’s CEQA consultant and legal team determined that the PE Track Renovation Project is exempt. Please refer to the “Notice of Exemption,” attached to this Board item.

FISCAL IMPACT:

None.

RECOMMENDATION

No action required, information item only.
Notice of Exemption

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

County Clerk, County of Marin
3501 Civic Center Drive, Room 247
San Rafael, CA 94903

From: Marin Community College District
c/o Swinerton Management and Consulting
P.O. Box 144003
Kentfield, CA 94914

Project Title: PE Track Renovation Project (Project # 308G)
Project Location: Marin Community College, Kentfield Campus
700 College Avenue, Kentfield, California
Specific: South-east area of campus

Project Location-City: Kentfield, at south-east area
Project Location-County: Marin County
Description of Nature, Purpose, and Beneficiaries of Project:

This project will upgrade the existing running track and bleachers on the Kentfield campus Physical Education facility. The scope of the work includes grinding and resurfacing significantly deteriorated running track, and replace deteriorated bleachers with a low-rise bleacher system. The scope of the project will not expand areas to be constructed or paved per previous issued EIR.

Name of Public Agency Approving Project: Marin Community College District
Name of Person or Agency Carrying Out Project: Marin Community College District
Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a);
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. – Class 1; Existing Facilities -15301(d) restoration or rehabilitation of deteriorated running track and bleachers
☐ Statutory Exemptions. State code Number:

Reasons why project is exempt: Project includes grinding and resurfacing of significantly deteriorated running track at Kentfield PE center, and replacement of deteriorated bleachers with low-rise bleacher system. No increase in size or impermeable surface. Project scope will not expand areas to be constructed or paved per previous issued EIR.

Lead Agency
Contact Person: Mr. Al Harrison, Vice President of College Operations (415/884-3101)

If filed by applicant:
1. Attach certified document of exemption finding (applies to private projects only).
2. Has a Notice of Exemption been filed by the public agency approving the project?
   ☐ Yes   ☐ No   N/A

Signature: ____________________________________________
Albert J. Harrison II

Date: ________________________________________________

Title: Vice President College Operations

☒ Signed by Lead Agency    Date received for filing at OPR:

☐ Signed by Applicant

(Not applicable)