The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board may fill out a card and give it to the Recording Secretary.

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 Bob Balestreri at 485-9414. 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 “C.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Board Study Session – 1:00 to 5:00 p.m., Deedy Staff Lounge, Kentfield Campus

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

2. Modernization Workshop
   a. Draft Environmental Impact Report (1:00 to 3:00 p.m.) – Amy Skewes-Cox  
      Presentation, Review and Comment
   b. Science/Math/Central Plant Complex Schematic Design (3:00 to 4:00 p.m.) – ED2  
      Presentation, Review and Comment
   c. Fine Arts Building Ventilation and Windows (4:00 to 4:30 p.m.) – MWDL  
      Presentation, Review and Comment
   d. IVC Main Building Curved Trellis (4:30 to 5:00 p.m.) – VBN  
      Presentation, Review and Comment

B. Closed Session – 5:00 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:
With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR
Relative to the following organizations representing employees: United Professors of Marin (AFT/UPM), California School Employees Association (CSEA), Service Employees International Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
Agency Negotiator: Larry Frierson

Significant exposure to litigation pursuant to subdivisions (b) of Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
Three cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
Mize-Kurzman vs. MCCD (Marin Superior Court)
CSEA PERB Case

PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/SEPARATION (Government Code Section 54957)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: GOALS
(Government Code Section 54957)
Title: Superintendent/President

REGULAR MEETING AGENDA
Deedy Staff Lounge, Kentfield Campus – 6:30 p.m.

C. Regular Meeting

1. Call to Order (1 minute)

2. Approval of Minutes (2 minutes)
   ▪ Minutes of August 28, 2007 Board Meeting
   ▪ Report of Closed Session for September 18, 2007

3. Citizens' Requests to Address the Board on Non-Agenda Items (10 minutes)

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      Resolution in Support of Hispanic Heritage Month
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests
   e. CEO Report to Board on WASC Compliance
   f. CEO Report to Board on Compliance with Grand Jury Recommendations

5. Chief Executive Officer's Report (5 minutes)
   a. Staff Reports (45 minutes)
      (1) COMet Update (Al Harrison)
      (2) Modernization Update (V-Anne Chernock)
      (3) Program Review Update (Anita Martinez)
(4) Enrollment Update (Anita Martinez)
(5) Executive Summary of Annual Assessment of Participatory Governance System (Bernie Blackman)
(6) CCLC Board Policies Update (Bernie Blackman)

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Associations Report (5 minutes)
9. COM Foundation Report

10. Board Study Session
   a. Board Goals and Budget Priorities 2008/09
   b. Reserve Policies and Unfunded Liability Options

11. Items for Possible Future Board Agendas (5 minutes)
   a. Reserve Policies (October)
   b. Unfunded Liability Options (October)
   c. Shared Use Agreement – Sustainable Horticulture Program at IVC (October)

12. Consent Calendar Items (Roll Call Vote) (10 minutes)
The Superintendent/President recommends that the Board of Trustees approve the following Consent Calendar Items:

A. Calendar of Upcoming Meetings & Other Special Events

All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) and other special events as noted:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 9</td>
<td>Regular Meeting - 6:30 p.m. – Ohlone 106, IVC</td>
</tr>
<tr>
<td>November 7</td>
<td>Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
</tr>
<tr>
<td>December 11</td>
<td>Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
</tr>
</tbody>
</table>

Other Special Events:

- Spirit of Marin Awards Luncheon, September 28, 11:30 a.m., St. Vincent’s School for Boys, One St. Vincent Drive, San Rafael
- Marin Conservation Corps Open House, October 4, 5:00 p.m., 11 Pimentel Court, Novato
- CCLC Annual Convention, November 15-17, San Jose Fairmont
- Marin Economic Commission Eighth Annual Awards of Excellence Luncheon, November 16, 11:30 a.m. to 1:30 p.m., Embassy Suites Hotel, San Rafael
- Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton
B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
1. Appointment of Classified Personnel
2. Appointment of Hourly Personnel

C. **Academic Personnel Recommendations**
1. Resignation/Retirement of Academic Personnel

D. **Educational Management Personnel Recommendations**
1. Appointment and/or Change of Educational Management Personnel

E. **Short-Term Hourly Positions**

F. **Budget Transfers – Month of August - FY 2007/08**

G. **Warrant Approval**

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

13. **Other Action Items (10 minutes)**

*The Superintendent/President recommends the Board of Trustees approve the following Action Items:*

A. Approve Board Goals and Budget Priorities 2008/09

B. Approve Bid Award – Maintenance Building One Roof Repair Project

C. Approve Nursing Experience Agreements with Marin General and Novato Community Hospitals

D. **Modernization (Measure C) Contracts**
1. **Award/Ratify Award of Construction Contracts**
   a. POMO 4 Roof Replacement Project (#402B)
      Award construction contract to lowest responsible bidder
   b. Larkspur Annex Restroom Project (#321B)
      Ratify construction contracts to Ongaro and Electrix
      (Award pre-authorized July 24, 2007)
2. **Approve/Ratify Professional Services Amendments**
   a. CSW/Stuber-Stroeh Amendment #11
      Program-wide planning (#803A)
      Civil survey corrections
   b. HKIT Amendment #3
      PE Portables Project (#850F)
      Design repairs to portables
      (Amendment pre-approved July 24, 2007)

14. **Information Items (5 minutes)**

A. Contracts and Agreement for Services Report – August 2007
B. SWACC Safety Follow-Up Inspection

C. 4th Quarter Financial Statements

D. Swinerton Quarterly Report March – June 2007

15. Correspondence
   Correspondence in Board Packets

16. Board Meeting Evaluation (5 minutes)

17. Adjournment
A. Board Study Session

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 2:45 p.m. by Board President Treanor in Ohlone 106 at the Indian Valley campus, all members having received notice as prescribed by law. All publicly elected Trustees were present except Trustee Kranenburg, who arrived at 2:47 p.m., Trustee Long, who arrived at 2:50 p.m., and Trustee Moore, who arrived at 3:18 p.m. Hoa-Long Tam, the Student Trustee, was also present.

M/s (Tam/Dolan) to approve the agenda with the following change:

- Agenda item C.11.H on the Consent Calendar was moved to the Action Calendar as agenda item C.12.G.

The motion passed unanimously (7-0) with an advisory aye vote from Student Trustee Tam.

2. Modernization Workshop

a. Science/Math/Central Plant Complex Conceptual Design Presentation by ED2

Frank Fung and Peter Wong of ED2 International and Aditya Advani of Royston, Hanamoto, Alley & Abey described the design process and presented the latest renderings of the proposed Science/Math/Central Plant Complex. Trustees asked questions and commented on the conceptual design, expressing concern about the visual impact of such a large building and the loss of some parking spaces. Dr. White noted that this building will house some of College of Marin’s fastest growing programs, including nursing and the sciences, and that there will be a need for more labs and classrooms in this building to accommodate students in these programs. In response to concerns about traffic and parking issues, Director of Modernization Chernock reported that we have to prepare a Transportation Management Plan as part of the EIR process.

Board members found some of the diagrams presented (particularly aerial views) to be confusing and suggested that diagrams showing the relative heights of all the buildings and the effect of the slope of the campus on building elevation would be helpful.

A copy of ED2 International’s presentation is posted on our website.
3. **Evaluate Board Goals and Budget Priorities 2007/08**

President White presented her analysis and summary of the Board's 2007/08 goals and budget priorities, noting that on the whole we are doing well. Most of the goals are ongoing and/or in progress and are on track. Goals that still require substantial attention include the following:

- Set appropriate level for reserves
- Implement asset management planning for long-term fiscal health
- Right-size institution for proper use of basic aid funds
- Implement capital naming campaign

Board members provided input and suggestions on the 2007/08 Board goals and budget priorities and also on proposed Board goals and budget priorities for 2008/2009. Several Trustees thought it important to develop a policy to set a reserve level, define the term "right size," give greater priority to asset plan management, and include K-12 in the partnership goal. Other suggestions included considering future revenue uncertainties relative to the real estate market as part of fiscal accountability, giving direction on key partnerships, and developing a tool to evaluate whether our modernization program is on target.

The Study Session (open session) was recessed at 4:55 p.m.

**B. Closed Session**

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

   Board President Treanor reconvened the meeting of the Board of Trustees of the Marin Community College District at 5:00 p.m. in the AS101 Conference Room on the Indian Valley campus. All publicly elected Trustees were present. Dr. Frances White, Al Harrison, Anita Martinez, and Linda Beam were also in attendance.

   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.

   The closed session recessed at 6:40 p.m.

**C. Regular Meeting**

1. **Reconvene in Open Session**

   The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:55 p.m. in Ohlone 106 on the Kentfield campus by Board President Treanor. She announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present, including Student Trustee Tam. Board President Treanor announced that agenda item C.5.a(6), Senior Housing, would be moved to the top of the agenda and that C.11.I, Approve Advanced Placement Credit, would be moved to the Action Calendar as item C.12.A.

2. **Approval of Minutes and Report of Closed Session**
M/s (Hayashino/Brockbank) to approve the minutes of the July 17, 2007 Board meeting. The motion passed unanimously.

M/s (Hayashino/Brockbank) to approve the minutes of the July 24, 2007 Board meeting. The motion passed by a vote of 6-0-1 with an abstention by Trustee Kranenburg and an advisory aye vote by Student Trustee Tam.

Board Clerk Kranenburg reported that the Board had met in closed session earlier that afternoon on the items listed on the agenda, and that no action was taken.

3. Citizens' Requests to Address the Board on Non-Agenda Items
   Peter Tregnanowen, a Greenbrae resident, asked about the college's position on affordable housing at the Kentfield campus as part of a countywide plan which the County Board of Supervisors will be discussing. Board President Treanor responded that this is the County's plan, not the college's plan, and that Board members have not discussed this and, therefore, have no response to the question. Mr. Tregnanowen also stated that he had questions about the asphalt paving in front of Larkspur Annex and would be calling V-Anne Chernock, Director of Modernization, for information.

4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions
      M/s (Hayashino/Long) to waive the reading of the resolution and to approve the Resolution in Support of Constitution Day. The motion passed unanimously by a roll call vote of 7-0 (plus an advisory aye vote by Student Trustee Tam).

   b. Legislative Report.
      Trustee Brockbank reported that we have a state budget which includes some money for matriculation.

   c. Committee Chair Reports
      None.

   d. Individual Reports and/or Requests
      Trustee Long shared an article entitled “San Jose Unified Embarks on Largest K-12 Renewable Energy Project Partnership.” She expressed appreciation for the new types of outreach we’ve done in newspapers and on TV and also complimented staff on the excellent beginning-of-year events.

      Trustee Kranenburg reported that the Ad Hoc Budget Committee had recently met and discussed PV financing options.

      Board President Treanor congratulated Trustee Brockbank and his wife on their recent marriage. She also announced that President White would be honored with a 2007 Spirit of Marin Award at Bank of Marin's Spirit of Marin Awards Luncheon on September 28 at St. Vincent’s School for Boys in San Rafael.

   e. CEO Report to Board on WASC Compliance
      Dr. White reported that we are working hard on the draft of our Interim Report, which is due October 15.
f. **CEO Report to Board on Compliance with Grand Jury Recommendations**

Dr. White reported that we are in compliance with the Grand Jury Report and that we are looking forward to implementing the Grand Jury's recommendations on progress reports and outcome assessment of Board goals.

5. **Chief Executive Officer's Report**

Dr. White called the Board's attention to her report in their packets. She announced that College of Marin will be honored at the Marin Conservation Corps' 25th Anniversary Open House Celebration on October 4 at 5:00 p.m. at 11 Pimental Court in Novato. She also distributed a one page Fall 2007 Enrollment Snapshot (copy attached) which highlighted our need to cancel low-enrolled classes and shift our resources.

a. **Staff Reports**

1) **COMet Update**

Al Harrison, Vice President of College Operations, referred the Board to the COMet update in their packets.

2) **Modernization Update**

V-Anne Chernock, Director of Modernization, explained that the $16.8 million set aside in contingency budgets for change orders is not the same as the $17 million we have in reserves. She informed the Board that pages 4.8-8 to 4.8-10 of the Kentfield EIR draft contain a traffic and motor vehicle parking study. Ms. Chernock distributed a card with budget and scheduling information on our Measure C Bond Modernization Program projects which the Trustees can carry with them so that they'll have readily accessible information to share with the public.

3) **Program Review Update**

Anita Martinez, Vice President of Student Learning, reported that Yolanda Bellisimo led a discussion on Program Review at the Opening Day Convocation. Phase 1 and 2 participants in our program review pilot shared what they learned from the process. Vice President Martinez noted that we have completed two pilots in less than a year and that this was a very inclusive process with good participation from the classified staff. Yolanda Bellisimo is preparing program review guidelines, and we will include a program review update for the visiting accreditation team.

4) **Enrollment Update and 5) Enrollment Activities Update**

Anita Martinez, Vice President of Student Learning, distributed and discussed information (copy attached) on credit and noncredit enrollment figures. She reported that we have cut approximately twenty classes with enrollment in single digits, that we are extending the add/drop period for one week, and that wait lists are being used to inform the spring 2008 schedule. She also noted that we are working to fix enrollment glitches, we expect growth to remain flat, and she will provide the Board with better enrollment figures at the next meeting.
6) Senior Housing
Al Harrison, Vice President of College Operations, updated the Board on a July 18 meeting he attended, along with Trustees Long and Moore, with representatives from the community who have been discussing the possibility of senior housing at the IVC campus. Representatives from EAH, a nonprofit housing corporation, have proposed that the COM Board commit to an agreement with EAH to jointly request funds from benevolent sources such as the Marin Community Foundation to conduct a feasibility analysis of the concept proposal (copy of letter from EAH attached). Trustees expressed support for the concept of senior housing but recognized the need for more information (including an asset management plan for COM, information on possible funding partners, and information on senior housing models with an educational component that might work here.) They also recognized that we do not have the staff, time, or financial resources to investigate opportunities. Board President Treaunor suggested that the committee meet again and be joined by Trustee Brockbank and that Trustee Hayashino provide the committee with information about an organization which approached her regarding a not-for-profit model geared toward retired faculty and staff which could fit in with an educational mission.

6. Academic Senate Report
Yolanda Bellisimo, President of the Academic Senate, thanked those Board members who attended the Opening Day Convocation and heard the presentation by faculty and staff involved in program review. She announced that a debriefing for Phase I and Phase II program review participants would be held on Friday, October 5, at noon. Ms. Bellisimo asked that the two economics courses (Economics 101 and 102) which had originally been approved for advanced placement equivalency be removed from the list of courses in the Advanced Placement Credit Board Report. Further research needs to be done regarding advanced placement acceptance practices at individual UC and CSU schools. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. Classified Senate Report
Kathleen Kirkpatrick, Classified Senate President, reported that representatives from the Classified Senate, CSEA, and SEIU have been meeting together to develop a proposal for an official committee appointment process for classified staff. She commented that this was, to her knowledge, an unprecedented collaboration and expressed hope that this will lead to improved communication and support between the groups in the future. A copy of Ms. Kirkpatrick’s statement is attached to the minutes as part of the official record.

8. Student Senate and Student Association Report
ASCOM President Inna Shapiro reported that Welcome Week activities held from August 20 to 23 were successful and that students manned a table that week promoting ASCOM, the Student Senate, and the Interclub Council. She announced that September 5 and 6 would be “Welcome Club” days and that plans were in the works for holiday events later in the year.

9. Board Study Session
Al Harrison, Vice President of College Operations, and Yulian Ligioso, Director of Fiscal Services, made a presentation on College of Marin’s 2007-2008 final budget (copy of presentation attached). Mr. Harrison noted that this is an unusual year and that our incremental growth rate in revenue is slowing down over time. He noted that our projected budget shortfall of $605,000 is not a structural deficit because the amount is so small and we can use our beginning fund balance to cover the shortfall. Mr. Ligioso reported that we have been able to hold fixed expenditures relatively steady and that we are meeting with benefits brokers to examine options in light of increased benefit costs. Trustees asked questions, made comments, and commended Vice President Harrison and Director Ligioso for clarity and transparency in the budget.

b. Discussion of Board Goals/Budget Priorities 2008/09
   See A.3

10. Items for Possible Future Board Agendas (5 minutes)
   a. Reserve Policies (September)
   b. Unfunded Liability Options (September)
   c. Shared Use Agreement – Sustainable Horticulture Program at IVC (September)
   d. Board Goals & Budget Priorities 2008/09 (September)

11. Consent Calendar Items (Roll Call Vote)
    M/s (Long/Kranenburg) to approve all items on the Consent Calendar with the exception of items C.11. H and C.11. I, which were moved to the Action Calendar as C.12.H. and C.12.A, respectively. The motion passed unanimously with a roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

A. Calendar of Upcoming Meetings & Other Special Events

   All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) and other special events as noted:

   September 18   Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield
   October 9      Regular Meeting - 6:30 p.m. – Ohlone 106, IVC
   November 7     Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield
   December 11    Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

   CCLC Annual Convention, November 15-17, 2007, San Jose Fairmont

   Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Appointment of Hourly Personnel
   3. Temporary Increase/Decrease in Classified Assignment
C. Academic Personnel Recommendations
   1. Appointment of Academic Personnel
   2. Change of Academic Personnel Assignment
   3. Temporary Increase of Academic Personnel Assignment

D. Educational Management Personnel Recommendations
   1. Appointment and/or Change of Educational Management Personnel

E. Short-Term Hourly Positions

F. Budget Transfers – Month of July - FY 2007/08

G. Declaration of Surplus Property – Miscellaneous Equipment

12. Other Action Items

A. M/s (Brockbank/Tam) to Approve Advanced Placement Credit (minus Economics 101 and 102). The motion passed unanimously (plus an advisory aye vote by Student Trustee Tam).

B. M/s (Hayashino/Long to waive the reading of the resolution and to Approve Resolution to Comply with National Incident Management System (NIMS) and State Emergency Management System (SEMS) Requirements. The motion passed unanimously with a roll call vote (plus an advisory aye vote by Student Trustee Tam).

C. M/s (Long/Kranenburg) to Adopt 2007/08 Final Budget. The motion passed unanimously (plus an advisory aye vote by Student Trustee Tam).

D. M/s (Hayashino/Long) to Approve Request to Bid for Maintenance Building 1 Waterproofing Project. The motion passed unanimously (plus an advisory aye vote by Student Trustee Tam).

E. M/s (Tam/Moore) to Approve Request to Bid for Football Bleacher Repair. The motion passed unanimously (plus an advisory aye vote by Student Trustee Tam).

F. M/s (Long/Hayashino) to Approve Resolution to Establish Fiscal Year 2007/08 (Gann) Proposition 4 Appropriations Limit. The motion passed unanimously with a roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

G. Modernization (Measure C) Contracts
   1. M/s (Hayashino/Moore) to Approve Professional Service Agreement with Jill Murphy for Banner Modules. The motion passed unanimously (plus an advisory aye vote by Student Trustee Tam).
   2. Professional Services Contracts – Short Form New
      a. M/s (Moore/Hayashino) to Approve Anshen & Allen New Short Form Contract #2 Science/Math/Central Plant Complex Project (#305A) Closeout services for original project design. The motion passed unanimously (plus an advisory aye vote by Student Trustee Tam).
3. Professional Services Contracts – Long Form Amendments
   a. M/s (Long/Brockbank) to Approve Ninyo & Moore Amendment #2
      PE Complex Project (#308B) and POMO 4 Roof Replacement
      Project (#402B)
      Additional abatement design services & monitoring
      The motion passed by a vote of 6-1 with Trustee Dolan casting the no
      vote. Student Trustee Tam cast an advisory aye vote.

4. Miscellaneous Actions
   a. M/s (Moore/Long) to approve PE Complex Relocation Project (#850)
      Authorization to lease portables
      The motion passed unanimously (plus an advisory aye vote by Student
      Trustee Tam).

H. Modernization (Measure C) Contracts
1. M/s (Moore/Long) to Ratify Actions Pre-Authorized by Board of Trustees
   on July 24, 2007. The motion passed by a vote of 6-1 with Trustee Dolan
   casting the no vote. Student Trustee Tam cast an advisory aye vote. Trustee
   Dolan stated that she could not support this agenda item without better
   accountability tools allowing the Board to monitor progress toward targeted
   goals. She suggested a Board workshop or Study Session to deal with this
   issue.
   a. CSW/Stuber-Stroeh Amendment #10
      Larkspur Annex Restroom and IVC TransTech Projects (#321B
      and #402A)
      Design services (new task)
   b. Alfa Tech Cambridge Amendment #12
      Larkspur Annex Restroom and DSPS Relocation (#321B and #850G)
      Design services (new task)
   c. VBN Architects Amendment #2
      IVC Main Building Project (#417A)
      Answers to Board of Trustees' Questions (additional services)
   d. McGinnis Chen Associates Amendment #1
      Old Science Roof Repairs Project (#850E)
   e. IVC Pool Boiler Replacement Project (#407A)
      Short Form Construction Contract with Banner Enterprise, Inc.
   f. Contract Time Extensions
      i) Amy Skewes-Cox Amendment #5
      ii) Crossroads Relocation Services, Inc. Amendment #1
      iii) Degenkolb Engineers Amendment #2
      iv) Fugro West, Inc. Amendment #5
      v) GeoTech Utility Locating, Inc. Amendment #1
      vi) QA Consultants, Inc. Amendment #2
      vii) Royston, Hanamoto, Alley & Abey Amendment #6
      viii) Steinberg Architects Amendment #6
      ix) Transitions Amendment #2
   g. IVC Support Work (Miscellaneous Support)
      i) POMO 4 Roof Repair Project (#402B)
         Pre-construction patchwork
         Al Heffley – new short form
13. Information Items


B. IVC Site and Main Building Geotechnical Studies by Fugro West and Miller Pacific in response to Board of Trustees’ request

14. Correspondence
Board members were asked to review the correspondence in their Board Packets.

15. Board Meeting Evaluation
None

16. Adjournment

M/s (Long/Hayashino) to adjourn the meeting. The motion passed unanimously and Board President Treanor adjourned the meeting at 10:10 p.m.
College of Marin
Fall 2007 Enrollment Snapshot

There is a need to cancel low enrolled classes now and shift resources

- Not business as usual. It requires a cultural change. Shift happens.
- In order to improve enrollment in the long term, classes with single digit enrollments are being cancelled for fall 07 (exceptions are classes that students need to transfer or to complete their degree)
- Cancelling low enrolled classes now will allow COM a spring 08 schedule offering more in-demand classes such as math and English
- Eliminating under-enrolled classes will help address both the Board directive to right size the institution and the Grand Jury Report recommendation
- 20 classes have been cancelled to date in a variety of disciplines, including anthropology, modern languages, psychology, political science, real estate, and sociology among others

Where we are:

- College of Marin’s FTES was up four percent for the 2006-07 academic year, indicating that more students are taking a full time load and resulting in higher state apportionment for categorical programs. This is the first significant increase in FTES in a decade
- Noncredit ESL enrollment is up significantly with over 300 students on waitlists as demand increases
- Enrollment at IVC has been growing for the past three semesters while the enrollment at Kentfield during the same period has been declining
- There is an increase demand for noncredit ESL—enrollment in noncredit classes is up over 10% from last fall, with over 300 students on waitlists for noncredit ESL
- Hundreds of students are on waitlists for various impacted credit classes, including English and math. Enrollment figures can not be confirmed before census (end of day August 31)
Head Count Of Credit Students
Business Days to Opening Day

Business Days to Opening Day

Fall 04  Fall 05  Fall 06  Fall 07
COM Credit and Noncredit Enrollment Figures

Snap Shot of Credit Students – Fall 2007
Late Registration

<table>
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<tr>
<th>Fall 2007 – August 27, 2007 p.m. Late Registration</th>
<th>Head Count (Unduplicated Count)</th>
<th>WSCH</th>
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<tr>
<td>Credit Students</td>
<td>5,870</td>
<td>55,646.2</td>
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Snap Shot of Noncredit and Community Education Students – Fall 2007
Pre-registration

<table>
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<tr>
<th>Fall 2007 - August 27, 2007 p.m. Pre-registration</th>
<th>Head Count (Unduplicated Count)</th>
<th>Enrollment (Duplicated Count)</th>
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<tr>
<td>Noncredit</td>
<td>1,740</td>
<td>2,445</td>
</tr>
<tr>
<td>Community Educ. (fee based)</td>
<td>1,276</td>
<td>1,772</td>
</tr>
<tr>
<td>Overall</td>
<td>2,909</td>
<td>4,217</td>
</tr>
</tbody>
</table>

Note: The head count figures for Noncredit plus Community Education do not add to the Overall figure because some students enroll in both types of classes. Pre-registration started August 6, 2007. Classes start September 4, 2007.
August 10, 2007

Al J. Harrison
VP College Operation
College of Marin
1800 Ignacio Blvd.
Novato, CA 94949

RE: Senior Research/Teaching/Housing on IVC Campus

Dear Mr. Harrison:

Thank you for the opportunity to meet with Eva Long, Harry Moore, you and others on July 18 to discuss alternatives for the Creekside Senior Research/Teaching/Housing concept proposal for the Indian Valley College Campus (IVC) as envisioned by Joann London, Elizabeth Moody and Evelyn Swenson. While the discussion in that meeting was far ranging, my understanding of the outcome was that you would provide a report of the meeting to the Board of Directors of College of Marin (COM) for discussion and possible action.

Before COM or EAH can commit to such a development effort, additional information must be obtained, including, among other things, a market analysis, asset management plan and site assessment. As discussed, we would need to establish a budget for this concept feasibility analysis and request those funds from benevolent sources such as the Marin Community Foundation.

If COM determines to explore this concept further we propose that the COM Board commit to an agreement with EAH for the limited purpose of conducting a feasibility analysis of the concept proposal, jointly submitting grant requests for the study, coordinating the study effort, and evaluating the results of the study. At the end of the feasibility analysis period COM and EAH would determine whether to continue joint efforts to develop the project.
REPORT TO THE BOARD OF TRUSTEES
AUGUST 28, 2007

1. Convocation
   We want to thank those of you who attended this year’s convocation. For those who didn’t, you missed a presentation by the faculty and staff involved in program review, and an excellent talk by Hoa-Long Tam about the importance of access in all aspects of education. For our program review presentation:
   1) Michael Dougan spoke about the Journalism News Writing review
   2) Multimedia Studies - Derek Wilson
   3) Testing Center - Patricia Torres
   4) Technology Work Plan - Anita Martinez
   5) Nursing - Roz Hartman
   6) ESL - Sara McKinnon and Blaze Woodlief
   7) English Skills - Carol Adair
   8) Social Science – I spoke on behalf of Walter Turner and Hank Fearnley who are working on Ethnic Studies and Political Science program reviews
   9) Basic Skills Initiative - Susan Andrien
   10) Natural History Field Program - Joe Mueller
   11) Transfer Program - Robert Kennedy

   We will be holding a debriefing on Friday October 5th at noon for the Phase I and Phase II participants. This will be a chance for those interested in being a part of Phase III to listen in on the dos and don’ts and for those of us working on the program review process, including the members of IPC, to hear ways to improve the process.

2. AP Credit
   We asked that the two economics courses that had originally been approved for AP equivalency be removed from the list of courses you received in this board packet. Questions came up in the senate about the lack of a universal cutoff for the AP scores – some colleges may accept a 3 while another may accept a 4 or 5. As an example, our Academic Standards chair, Rinetta Early, reported that for Economics 101 and 102, the score which we had at a 3 would need to be changed to 5 for UCB Haas School of Business. Although schools that have a transfer agreement with the College of Marin would accept the score we give, faculty members expressed concern that departments at four year schools that review our students’ transcripts may not look favorably on a score they consider too low.
   As a result of this and other concerns, the senate has asked Rinetta to research the individual UC and CSU schools regarding AP acceptance practices. Once we have her report the senate will discuss this and may decide on a universal policy for giving AP transfer credit. We will keep you posted on this.
   In the mean time, the courses on the list that you received, other than the economics classes, have been vetted by the respective departments and agreed upon by the faculty of those departments.
Good evening. Welcome to the new school year!

The Classified Senate as a whole has been on hiatus over the summer, however representatives from the Senate as well as CSEA & SEIU have been meeting together to develop a proposal for an official committee appointment process for classified staff.

It’s taken quite a while to get here but, to my knowledge, this was an unprecedented collaboration that I hope will set the mark for improved communication and support between the groups in the future.

As you may know, SB 235, passed in 2001 and now encoded in Title 5, gives the exclusive representative the right to appoint their members to committees, task forces and other governance groups. However, this has been complicated to implement here because we have not one, but two exclusive representatives, CSEA & SEIU, plus confidential staff and supervisors who are also entitled to a role in governance. Fortunately, SB 235 allows for the unions to agree to a Memorandum of Understanding with the Governing Board for an alternate appointment process and that is what representatives from the three groups worked collaboratively to create.

The goal of the Appointment Process Committee was to develop a process that met the requirements of SB 235, honored the role of the unions, honored the role of the Classified Senate as the “voice of the classified staff” in governance matters, worked within our particular governance system and was as fair and democratic to all staff as possible. I believe that the resulting proposed process meets those goals.

Tomorrow representatives from the Committee will report to the Senate and all staff in attendance on the proposed appointment process. Since the proposal is actually an MOU between the unions and the District, it must first be approved by the union members before it can proceed on to the next steps toward finalization. CSEA members will vote on Thursday of this week and SEIU is also taking steps to move the MOU forward within their group.

I’ve been greatly encouraged by the spirit of cooperation and level of professionalism exhibited by the members of the Classified Staff Appointment Process Committee. It has truly been one of the best committees I’ve been on and I’ve been on quite a few. I look forward to having an official system in place that is supported and honored by all parties, the Classified Senate, CSEA, SEIU, the administration, the Board and the College community. It will help us continue to meet the Accreditation recommendation to implement an effective governance system and provide opportunities for staff to participate.

Thank you.
College of Marin

Budget Update for the Board of Trustees
Adoption Budget 2007-2008
Financial Highlights and Trends

28 August 2007

Dr. Frances White, Superintendent/President
Projected FY 2008-09
Secured Property Taxes

- FY 2007-08 (in thousands)
  - Secured Property Tax $35,639
  - Supplemental Property Tax 967
  - Sub-Total 36,606
    - Increased by Prop.13 Limit
- FY 2008-09
  - Projected Secured Prop Tax 37,338
  - Increase over FY 2007-08 $1,699

Net Revenue Changes
By Type
Fixed Expenditures

Other Operating Expenditures
Institutional Expenditures FY 2007-08
$123 Million

Adoption Budget 2007-2008

Questions
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION # 9/18/07 C.4.a
IN SUPPORT OF HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage Month is traditionally observed from September 15 to October 15 of each year, and;

WHEREAS, Hispanic Heritage Month evolved from a "National Hispanic Heritage Week" Resolution of the U.S. Senate and House of Representatives approved on September 17, 1968, and;

WHEREAS, on September 15, 1998, the President of the United States of America expanded the one-week observance of Hispanic culture and contributions in America to one month, and;

WHEREAS, in recognition of the expanding prominence of the Hispanic contributions to American history, values, and culture, and;

WHEREAS, in recognition of the millions of Hispanic men and women who have migrated to the United States from Mexico, Puerto Rico, Cuba, and other Latin American countries in search of peace, freedom and a better future;

NOW, therefore, be it resolved that on this 18TH day of September, 2007, the Board of Trustees of the Marin Community College District hereby endorses Hispanic Heritage Month.

PASSED AND ADOPTED THIS 18th day of September, 2007, 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, Frances L. White, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

______________________________
Frances L. White, Superintendent/President
Secretary to the Board
Wanden Treanor, President

Philip J. Kranenburg, Clerk

Eva Long, Ph.D., Member

Harry J. Moore, Member

Carole Hayashino, Vice President

Barbara Dolan, Member

Greg Brockbank, Member

Hoa-Long Tam, Student Member
COM's Participatory Governance system makes great strides

A recent survey shows that significant progress has been made in completing the WASC requirement regarding Participatory Governance System. The survey was conducted by Director of Organizational Development and Planning Dr. Bernie Blackman.

Findings indicate that COM has an effective governance structure in place with on-going assessment and evaluation in place. The comparison of the 1st and 2nd year surveys indicates improved constituent participation in informed decision-making process.

In November 2004, the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC) observed during the site visit "...instances of self-destructive and disrespectful behavior displayed by faculty and staff..." The comparative assessment demonstrated the college’s success in establishing a system that reinforces professional conduct and respectful dialog.

Through the hard work and commitment of faculty, staff, students and administrators, the College institutionalized a new participatory governance system in 2005-2006 which continued to grow in 2006-2007. Comparison of the results of the two annual surveys reveals tremendous positive growth and development. While improvements are indicated, the College of Marin has made significant progress in establishing and maintaining an effective participatory governance system.

Credit Enrollment Increases Again at Indian Valley Campus while Overall Enrollment is Flat

Indian Valley Campus enrollment is up 4.5% from last fall, continuing a streak of increasing enrollments there. (In fall 2006 IVC enrollment grew by 21.8% from the previous fall. In spring of 2007, the upward trend at IVC continued with a 13.4% increase in enrollment over spring 2006.) Enrollment at the Kentfield campus is down slightly by one-half percent (.5%) this semester compared with fall 2006. Combined enrollment is flat for Kentfield and IVC this fall compared with fall 2006. WSCH is up slightly this semester by three-tenths of one percent (.3%) compared to last year at this time. Noncredit enrollment also is up this fall at both campuses with many students on waitlists for ESL classes (final noncredit enrollment figures will be available later in the semester).

Despite flat headcounts in the 2006/07 academic year, FTES increased by over 4%, which is significant because it is the number used by the State Chancellor’s Office to determine categorical and apportionment funding.

Democratic State Senator Debate

On Thursday, September 27, from 7 p.m. to 9 p.m., the 6th AD Democrats' Club and Students for Social Responsibility will present a California Democratic State Senate Candidates' Forum at Olney Hall. Candidates who are scheduled to attend are Senator Carole Migden, Assemblyman Mark Leno, Phil Kranenburg of the Marin Community College District Board, and San Francisco Police Commissioner Joe Alioto Verronese. All are welcome and admission is free.

Dancing at Lughnasa, Brian Friel's award-winning play, will be performed on October 5, 6, 12, 13, 19, and 20 at 8 p.m. and October 14 and 21 at 2 p.m. in the Fine Arts Theatre. The play will be directed by Molly Noble. Tickets are $15 for general and $12 for students, seniors, COM staff, and alumni. For reserved seating, please call the box office at (415) 485-9385.
COMET Project Status Report

September 18, 2007

Current Status

Luminis Portal Organizational Information Gathering Completed
Banner HR Data Mapping and Conversion Support Completed
Joint Faculty Load Consulting (HR and Student) - Week of 9/10
Banner Financial Aid Training for Funds Management, Packaging, Disbursement, Student Employment - Week of 9/10
Luminis Portal Content Planning - Week of 9/17

Tasks Planned for the Previous Period

Luminis Portal Organization Information Gathering Meetings - Week of 8/27
Banner HR Data Mapping and Conversion Support - Week of 8/27
Joint Faculty Load Consulting (HR and Student) - Week of 9/10
Banner Financial Aid Training for Funds Management, Packaging, Disbursement, Student Employment - Week of 9/10
Luminis Portal Content Planning - Week of 9/17
**COMET Project Status Report**  
**September 18, 2007**

<table>
<thead>
<tr>
<th>Tasks Planned for the Next Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner Student Accounts Receivable 2 – Week of 9/24</td>
</tr>
<tr>
<td>Luminis Portal Organizational Planning – Week of 10/1</td>
</tr>
<tr>
<td>Banner Student Data Conversion Support – Week of 10/8</td>
</tr>
<tr>
<td>Banner Financial Aid Consulting/Testing – Week of 10/15</td>
</tr>
</tbody>
</table>
Marin Community College District  
Measure C Bond Modernization Program  

Modernization Director's Report to Board of Trustees  
September 18, 2007

**BUDGET UPDATE**

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)

*Note: per A. Harrison, current interest earned = $8.1 million.*

- Reserves (after this date): $17,789,000
- Expended to date: $20.9 million (8% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $12.9 million
  - Construction $ 2.5 million

**MAJOR PROJECTS BOARD UPDATE/ACTION SCHEDULE**

*Note: the District’s procedure for monitoring and reporting schedules is under review, so the Gantt chart is not included in this month’s report.*

1. Science/Math/Central Plant  
   Schematic design review  
   September 18

*Note: update on soils investigation and potential impact on foundation design will be discussed at the meeting.*

2. Fine Arts Building
3. Performing Arts Building
4. PE Complex
5. TransTech Complex
6. IVC Main Building

**CONSTRUCTION SCHEDULES**

*Note: major building projects are listed in bold.*

**This Year:**

- IVC boiler replacement: August 2007
- Greenhouse KTD to IVC: November 2007
- IVC Pomo 4 roof: September 2007
Marin Community College District
Measure C Bond Modernization Program

- KTD Old Science roof: September 2007
- KTD PE Portables: November 2007

**Next Year:**
- IVC parking lot bioswale: January – June 2008
- IVC creek erosion mitigation: TBD

**Note:** A brief update on the status of this project will be presented at the meeting.

- **KTD PE Complex:** January 2008 – June 2009
- KTD PE Photovoltaics: May – October 2008
- KTD West Bridge: June – October 2008
- KTD Demo (Dickson, D/L, DSPS): Summer 2008
- **IVC Main Building Complex:** Summer 2008 – Fall 2009
- **IVC Trans. Technology Complex:** Summer 2008 – Summer 2009

**Beyond:**
- **KTD Fine Arts Building:** Winter 2009 – Fall 2010
- **KTD Science/Math/CP Complex:** April 2009 – January 2011
- **KTD Performing Arts Building:** Fall 2010 – Spring 2012
- **KTD Gateway Complex:** Summer 2011 – Winter 2013

**OTHER INITIATIVES**

- Project Stabilization Agreement: Target final presentation October or November
- Schedule Analysis: Study session scheduled for October
- LEED/EIR Mitigation Measures: Study session scheduled for October
- Furniture, fixtures, equipment: Piggyback contract for furniture in development

**Note:** this piggyback contract will be discussed briefly at the meeting.
BACKGROUND: One of the remaining accreditation recommendations that College of Marin is required to meet is the establishment of Program Review. Under the leadership of the Institutional Planning Committee (IPC), a pilot program review in three phases was established in Spring 2007. The first group of programs completed their reviews on August 31, 2007. They are: ESL, Journalism, Multimedia Studies, Nursing, and Testing. The Technology Work Plan underwent an administrative review, a process quite similar to program review, but modified to fit an administrative review of a work plan. The Phase 1 group presented at Spring 2007 Convocation, with each participant describing what he or she hoped to learn from program review or administrative review. In addition, the past and current Student Learning Outcomes coordinators presented, showing the link between student learning outcomes and program review. Over the summer, a draft Program Review Guide was prepared and is being informed by the experience of those who have participated or are participating in program review. Finally, a Data Advisory Group comprised of faculty and staff with extensive research experience has supported and mentored the program review participants.

Group 1 was joined by a second group of participants who conducted program reviews for their programs nominated mid-semester spring 2007. These programs include Biology Field Program, Social Sciences Program, Transfer Programs, Basic Skills Initiative, Media Services, English Basic Skills, and English/Humanities. Phase 1 and Phase 2 participants presented at Fall 2007 Convocation, sharing what they had learned or were learning. Phase 2 participants began their work over the summer, and will continue during the fall semester. A call for nomination of programs to be reviewed in Phase 3 was sent out near the beginning of the fall 2007 semester; nominations are due on September 21 and work on the programs is anticipated to begin thereafter. We expect 5 to 7 programs to be nominated, selected, and have their program reviews begun.

The IPC will formally accept the Phase 1 Program Reviews at its first official meeting of the fall 2007 semester, review findings, and make recommendations based on committee review. The IPC will also consider the draft guidelines, establish a more structured program review process to succeed the three phases of the pilot, and develop a regular cycle for program review. The IPC is also convening a meeting for all participants and any other interested members of the College community on Friday, October 5, to share more information on program review in a more informal setting.

We anticipate that the work completed in these three phases will firmly establish program review at College of Marin.

RECOMMENDATION:

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
BACKGROUND: As noted in last month’s report, the Office of Organizational Development and Planning and the Student Learning Office have developed a more accurate picture of current enrollment as students enroll; it culminates with a report on credit enrollment as of September 7, 2007 (the last day to add) and is attached. The COM Credit and Noncredit Enrollment Figures report is produced by the Office of Organizational Development and Planning.

We can be fairly confident that Fall 2007 credit enrollment will not change much beyond these figures other than to increase slightly because of the addition of some headcount and positive attendance for late start credit classes. This attendance will be captured after the end of Fall 2007.

We have some headcount numbers for Fall 2007 Noncredit Instruction and Community Education (not-for-credit, fee-supported classes), but these figures will not be complete and accurate until we gather and report positive attendance (the latter after the end of the Fall semester). The open-entry, open-exit nature of noncredit instruction as defined by state regulation, unlike credit instruction, does not permit taking a picture on one specified census date that would show us both headcount and positive attendance figures. Community Education information is also incomplete until after the end of Fall 2007 semester because instruction starts later (after Labor Day) and is provided in two 8-week sessions, each with its own enrollment.

Our analysis of enrollment shows that credit headcount, when compared to Fall 2006, appears to be relatively flat. This is predictable, given two factors: 1) a small decrease in the numbers of high school students who are likely to enroll at College of Marin, and 2) the cutting of 26 sections of low-enrolled credit courses. This situation is in keeping with our goal to first stop enrollment decline in credit instruction, then to undertake a series of improvements to attract and serve more students, and to move steadily towards a goal of enrollment growth in both credit and noncredit instruction.

Finally, when we include Noncredit Instruction and Community Education, we predict that overall headcount will be up slightly, as was true Fall 2006. Increases in enrollment in noncredit instruction are consistent with Marin County demographics, in terms of student groups who are likely to enroll at College of Marin, and are in line with our goal of serving these students.

RECOMMENDATION:

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
Figure 1

First Census Day Comparison
Fall 2006 & Fall 2007
Credit Students

<table>
<thead>
<tr>
<th></th>
<th>Fall 2006</th>
<th>Fall 2007</th>
<th>Difference</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headcount</td>
<td>6,482</td>
<td>6,469</td>
<td>-13</td>
<td>-0.2%</td>
</tr>
<tr>
<td>*IVC</td>
<td>937</td>
<td>979</td>
<td>42</td>
<td>4.5%</td>
</tr>
<tr>
<td>*KTD</td>
<td>5,874</td>
<td>5,844</td>
<td>-30</td>
<td>-0.5%</td>
</tr>
<tr>
<td>WSCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IVC</td>
<td>6,439</td>
<td>6,511</td>
<td>72</td>
<td>1.1%</td>
</tr>
<tr>
<td>KTD</td>
<td>53,420</td>
<td>53,521</td>
<td>101</td>
<td>0.2%</td>
</tr>
<tr>
<td>Total</td>
<td>59,859</td>
<td>60,031</td>
<td>173</td>
<td>0.3%</td>
</tr>
<tr>
<td>FTEF</td>
<td>169.9</td>
<td>166.8</td>
<td>-3.2</td>
<td>-1.9%</td>
</tr>
<tr>
<td>Load</td>
<td>352</td>
<td>360</td>
<td>8</td>
<td>2.3%</td>
</tr>
</tbody>
</table>

* Headcount for IVC plus KTD does not equal headcount overall, because some students attend both campuses.
Figure 3

Credit & NC Headcount
Fall Comparison 2004-2006

Credit and Non-Credit Headcount

<table>
<thead>
<tr>
<th></th>
<th>Noncredit</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall 2004</td>
<td>1,506</td>
<td>6,943</td>
</tr>
<tr>
<td>Fall 2005</td>
<td>1,647</td>
<td>6,437</td>
</tr>
<tr>
<td>Fall 2006</td>
<td>2,304</td>
<td>6,482</td>
</tr>
</tbody>
</table>

Credit = 1st Census; NC = End of Term
Figure 4
Credit Students Fall 2007
Selected Demographics
First Census

<table>
<thead>
<tr>
<th>FT/PT</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>1,429</td>
<td>22.1%</td>
</tr>
<tr>
<td>Part-time</td>
<td>5,040</td>
<td>77.9%</td>
</tr>
<tr>
<td>Total</td>
<td>6,469</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Male</td>
<td>2,579</td>
<td>39.9%</td>
</tr>
<tr>
<td>Female</td>
<td>3,887</td>
<td>60.1%</td>
</tr>
<tr>
<td>Unknown</td>
<td>3</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total</td>
<td>6,469</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amer Indian</td>
<td>28</td>
<td>0.4%</td>
</tr>
<tr>
<td>Asian</td>
<td>628</td>
<td>9.7%</td>
</tr>
<tr>
<td>Black</td>
<td>323</td>
<td>5.0%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>841</td>
<td>13.0%</td>
</tr>
<tr>
<td>Other</td>
<td>503</td>
<td>7.8%</td>
</tr>
<tr>
<td>Unknown</td>
<td>22</td>
<td>0.3%</td>
</tr>
<tr>
<td>White</td>
<td>4,124</td>
<td>63.6%</td>
</tr>
<tr>
<td>Total</td>
<td>6,469</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 20</td>
<td>1,657</td>
<td>25.6%</td>
</tr>
<tr>
<td>21-24</td>
<td>1,013</td>
<td>15.7%</td>
</tr>
<tr>
<td>25-34</td>
<td>1,182</td>
<td>18.3%</td>
</tr>
<tr>
<td>35-44</td>
<td>820</td>
<td>12.7%</td>
</tr>
<tr>
<td>45-54</td>
<td>816</td>
<td>12.6%</td>
</tr>
<tr>
<td>55+</td>
<td>979</td>
<td>15.1%</td>
</tr>
<tr>
<td>Unknown</td>
<td>2</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total</td>
<td>6,469</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

**Avg Age**: 34

<table>
<thead>
<tr>
<th>General</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current High School Student</td>
<td>283</td>
<td>4.4%</td>
</tr>
<tr>
<td>Students With AA/AS</td>
<td>216</td>
<td>3.3%</td>
</tr>
<tr>
<td>Students With BA/BS+</td>
<td>1,581</td>
<td>24.4%</td>
</tr>
<tr>
<td>Never Attended Any College</td>
<td>526</td>
<td>8.1%</td>
</tr>
<tr>
<td>Transferred From Another College</td>
<td>527</td>
<td>8.1%</td>
</tr>
</tbody>
</table>

Organizational Development and Planning
Partial Demog F07 9-12-07
9/11/2007 1
### Figure 5
College of Marin Credit Student Demographics As of First Census Day
Fall 1996 to Fall 2006

<table>
<thead>
<tr>
<th>Full-time or Part-time</th>
<th>Fall 1996</th>
<th>Fall 1997</th>
<th>Fall 1998</th>
<th>Fall 1999</th>
<th>Fall 2000</th>
<th>Fall 2001</th>
<th>Fall 2002</th>
<th>Fall 2003</th>
<th>Fall 2004</th>
<th>Fall 2005</th>
<th>Fall 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>8,163</td>
<td>8,176</td>
<td>8,166</td>
<td>8,105</td>
<td>8,170</td>
<td>8,120</td>
<td>8,120</td>
<td>8,120</td>
<td>8,120</td>
<td>8,120</td>
<td>8,120</td>
</tr>
<tr>
<td>Part-time</td>
<td>0,972</td>
<td>0,957</td>
<td>0,965</td>
<td>0,961</td>
<td>0,959</td>
<td>0,944</td>
<td>0,944</td>
<td>0,944</td>
<td>0,944</td>
<td>0,944</td>
<td>0,944</td>
</tr>
<tr>
<td>Total</td>
<td>9,135</td>
<td>9,133</td>
<td>9,131</td>
<td>9,066</td>
<td>9,119</td>
<td>9,064</td>
<td>9,064</td>
<td>9,064</td>
<td>9,064</td>
<td>9,064</td>
<td>9,064</td>
</tr>
</tbody>
</table>

% Full-time
- 1996: 20%
- 1997: 20%
- 1998: 20%
- 1999: 20%
- 2000: 20%
- 2001: 20%
- 2002: 20%
- 2003: 20%
- 2004: 20%
- 2005: 20%
- 2006: 20%

% with AA/AS or Higher Degree
- 1996: 23%
- 1997: 23%
- 1998: 23%
- 1999: 23%
- 2000: 23%
- 2001: 23%
- 2002: 23%
- 2003: 23%
- 2004: 23%
- 2005: 23%
- 2006: 23%

#### New Students
- Never Attended Any College: 818
- Transferred From Another College: 1,017
- Total Students New to COM: 1,835

% of Students New to COM
- 21%

#### Where Students Reside
- Central Marin: 39%
- Novato: 18%
- South Marin: 16%
- North San Rafael: 10%
- West Marin: 4%
- Out of County: 14%

#### Educational Goal
- AA/AS: 20%
- Transfer BA/BS: 7%
- Certificate: 2%
- Basic Skills: 2%
- Other: 70%

#### Age
- <21 Years: 21%
- 21-24 Years: 15%
- 25-34 Years: 25%
- 35-44 Years: 18%
- 45-54 Years: 12%
- 55+ Years: 9%
- Average Age: 34

#### Ethnicity
- Am. Indian: 1%
- Asian: 8%
- Black: 3%
- Hispanic: 8%
- Other: 6%
- White: 74%

#### COM Degrees Conferred
- 1996-97: 263
- 1997-98: 243
- 1998-99: 234
- 1999-00: 240
- 2000-01: 246
- 2001-02: 244
- 2002-03: 244
- 2003-04: 244
- 2004-05: 244
- 2005-06: 244
- 2006-07: 244

Source: College of Marin computer records as of first census day. Degrees conferred represent data as of July of each year.
In the Spring Semester of 2007, the office of Outreach and School Relations developed a prospective student recruitment capability through the establishment of the Student Ambassador Program. Student Ambassadors are second year COM students in good academic standing who are paid and trained to be our first line of contact for prospective students in the community. Student Ambassadors’ training and work responsibilities include:

- Public Relations (contact development and management)
- Outreach (General information sharing to small and large groups alike)
- Recruitment (prospective student contact, information sharing/collection and follow up)

The objectives of the Student Ambassadors are:

- To create an active and visible presence of the College in the community
- To provide concise and useful information to students and prospective students on the process of matriculation and services available at the College
- To gather data on prospective students
- To follow up with prospective students on referral or service-related queries
- To provide scheduled and as needed tours on campus
- To assist the office of Outreach & School Relations on event delivery
- To provide new students information and support during the beginning of each semester.

Currently, the program has four Student Ambassadors who report to the Outreach Coordinator, Mauricio Torres-Benavides. The Student Ambassadors work 5-15 hours per week and 80%-90% of their work is off campus.

Student Ambassadors work primarily off-campus by tabling a booth at the following venues in Marin County:

- Marin County Public High Schools (at least once per month per school)
- Farmers Markets
- Movie Theaters
- Community Based Organizations
- Community events

When Student Ambassadors are not out in the community they are working the “New Student Welcome Window” located in SS 232 (first two weeks of classes) or working in the outreach office: setting up new venues for recruitment, doing data entry information of prospective students, or following up with e-mail or letter correspondence with prospective students.
BOARD AGENDA ITEM

To: Board of Trustees                      Date: September 18, 2007
From: Superintendent/President           Item & File No. C.5.a(5)

Subject: Executive Summary of Annual Assessment of Participatory Governance System

Reason for Board Consideration: Enclosure(s):

INFORMATION

BACKGROUND:

Introduction
In January 2005 the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC) recommended that

"The College should finalize immediately an effective governance structure that reinforces respectful dialog, defines shared commitment, and outlines the roles and responsibilities of all constituent groups for participation in informed decision-making process. The processes must be designed to result in action with on-going assessment and evaluation of institutional effectiveness to improve student learning."

In response to this recommendation, the College adopted a new Participatory Governance System (PGS) in the fall 2005. In spring 2006 the first PGS survey was administered to governance members to assess the effectiveness of the PGS. In spring 2007, to continually improve the effectiveness of the PGS a second annual PGS survey was administered. This report presents the results of the 2007 survey in comparison to 2006 results.

Executive Summary is attached.

RECOMMENDATION:

For information only.

Administrator Initiating Item   Dr. Bernie Blackman, Director of Organizational Development & Planning

1 January 31, 2005 letter from ACCJC
Participatory Governance System

Annual Evaluation
Spring 2006 and 2007 Surveys Compared

Executive Summary

Introduction
In January 2005 the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC) recommended that

"The College should finalize immediately an effective governance structure that reinforces respectful dialog, defines shared commitment, and outlines the roles and responsibilities of all constituent groups for participation in informed decision-making process. The processes must be designed to result in action with on-going assessment and evaluation of institutional effectiveness to improve student learning."¹

In response to this recommendation, the College adopted a new Participatory Governance System (PGS) in the fall 2005. In spring 2006 the first PGS survey was administered to governance members to assess the effectiveness of the PGS. In spring 2007, to continually improve the effectiveness of the PGS a second annual PGS survey was administered. This report presents the results of the 2007 survey in comparison to 2006 results.

Purpose
The purpose of this survey was to query members participating in the governance system on their perception and satisfaction with the governance process. All members of the college community serving on governance committees, students, faculty, staff, and administrators were invited to participate. The results of the survey are used by the Governance Review Council (GRC) (See appendix for members), the body charged with the review and evaluation of the PGS, to recommend improvements: (1) to the orientation and training of members; (2) in policy, practice, and process of the governance system; (3) and for enrichment of members experience.

Instrumentation
The survey developed and first administered by the Governance Review Council in spring 2006 was administered in spring 2007 as well. The use of the same instrument permits direct comparison of items. The survey asks first for a respondent profile on service to the college and then asks 25 questions, of each respondent, in five areas:

(1) Task;
(2) Information Adequacy;
(3) Participation;
(4) Professional Conduct and Respectful Dialogue; and
(5) Overall.

¹ January 31, 2005 letter from ACCJC
Findings
The college constituencies include staff, students, faculty and administrators. A total of 49 members were surveyed in spring 06 and 43 members in spring 07. In the total number of committee meetings increased from 78 in 2006 to 103 in 2007. Meeting attendance was excellent for both years. One noted difference was in multiple committee memberships. In 2006, 12% of members served on four or five committees, while in 2007 no one served on more than three committees.

Responses to Meeting Process
Responses to the 25 statements on Meeting Process show dramatic improvement from 2006 to 2007. Figure 1 shows each statement in each of the five areas investigated: Task, Participation, etc. along with the summaries of agreement with the statements. In addition to the percent of agreement for 2006 and 2007, the percentage point differences are reported.

The percentages of respondents indicating strong agreement with the survey items rose significantly in 2007. In spring 2006, only one item specified an “agree” or “strongly agree” level of 90%-100%. In the spring 2007 survey, there were nine items where 90%-100% of the respondents agreed or strongly agreed.

Of the 25 items only one, “All members attended regularly” showed a decrease of 7 percentage points. The remaining 24 items showed increases in agreement from 2 to 37 percentage points. For example, under Participation, in 2006, 76% of members agree or strongly agreed that “Decisions were made by consensus.” In 2007 100% of respondents agreed, an increase of 24% points.

Of special interest is the category of “Professional Conduct & Respectful Dialogue”. The results show that 95% of respondents in 2007, compared to 76% in 2006 agreed that “Different opinions and values were respected.” 88% in 2007 agreed with the statement that “Committee members were always respectful of all members.” This is 25% point increase over the 63% agreement in 2006.
Figure 1
Strongly Agree and Agree Responses to Meeting Process

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent Spring 06</th>
<th>Percent Spring 07</th>
<th>Percentage Point Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Agendas, minutes &amp; materials were provided electronically prior to the committee meetings.</td>
<td>90%</td>
<td>95%</td>
<td>+5</td>
</tr>
<tr>
<td>2. In general, the objectives of each committee meeting were clear and understood.</td>
<td>76%</td>
<td>91%</td>
<td>+15</td>
</tr>
<tr>
<td>3. The discussions usually followed the agenda.</td>
<td>84%</td>
<td>93%</td>
<td>+9</td>
</tr>
<tr>
<td>4. Committees completed the agenda in an efficient and timely manner.</td>
<td>59%</td>
<td>81%</td>
<td>+22</td>
</tr>
<tr>
<td>5. Action items and parties responsible were clearly articulated.</td>
<td>69%</td>
<td>93%</td>
<td>+24</td>
</tr>
<tr>
<td>6. Action items were assigned and completed in a timely fashion.</td>
<td>59%</td>
<td>86%</td>
<td>+27</td>
</tr>
<tr>
<td>7. Standardized procedures were identified and followed.</td>
<td>59%</td>
<td>88%</td>
<td>+29</td>
</tr>
<tr>
<td>8. Committee chair or co-chairs were effective in managing meetings.</td>
<td>74%</td>
<td>79%</td>
<td>+5</td>
</tr>
</tbody>
</table>

Information Adequacy

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent Spring 06</th>
<th>Percent Spring 07</th>
<th>Percentage Point Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. The committee members had appropriate information to make informed decisions.</td>
<td>49%</td>
<td>79%</td>
<td>+30</td>
</tr>
<tr>
<td>10. Discussion and decisions were data driven and supported by sound evidence.</td>
<td>45%</td>
<td>81%</td>
<td>+36</td>
</tr>
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</table>

Participation

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent Spring 06</th>
<th>Percent Spring 07</th>
<th>Percentage Point Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. All constituent groups had an opportunity to participate on PGS committees.</td>
<td>76%</td>
<td>91%</td>
<td>+15</td>
</tr>
<tr>
<td>12. All members attended regularly.</td>
<td>65%</td>
<td>58%</td>
<td>-7</td>
</tr>
<tr>
<td>13. All members were encouraged to be actively involved.</td>
<td>86%</td>
<td>88%</td>
<td>+2</td>
</tr>
<tr>
<td>14. All members participated in the discussion and decision making process.</td>
<td>74%</td>
<td>91%</td>
<td>+17</td>
</tr>
<tr>
<td>15. Decisions were made by consensus.</td>
<td>76%</td>
<td>100%</td>
<td>+24</td>
</tr>
</tbody>
</table>

Professional Conduct & Respectful Dialogue

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent Spring 06</th>
<th>Percent Spring 07</th>
<th>Percentage Point Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>16. Different opinions and values were respected.</td>
<td>76%</td>
<td>95%</td>
<td>+19</td>
</tr>
<tr>
<td>17. Committee members were always respectful of all members.</td>
<td>63%</td>
<td>88%</td>
<td>+25</td>
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</table>

Overall

<table>
<thead>
<tr>
<th>Task</th>
<th>Percent Spring 06</th>
<th>Percent Spring 07</th>
<th>Percentage Point Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Participation in the PGS committee was important and valuable to the college.</td>
<td>82%</td>
<td>91%</td>
<td>+9</td>
</tr>
<tr>
<td>19. The committee charge was understood and the members worked toward fulfilling the charge.</td>
<td>65%</td>
<td>79%</td>
<td>+14</td>
</tr>
<tr>
<td>20. Proposals, requests, and decisions moved through the PGS as designed.</td>
<td>47%</td>
<td>84%</td>
<td>+37</td>
</tr>
<tr>
<td>21. Committees have a means to evaluate the effectiveness of its decisions and actions.</td>
<td>39%</td>
<td>63%</td>
<td>+24</td>
</tr>
<tr>
<td>22. Meetings were positive and constructive.</td>
<td>67%</td>
<td>84%</td>
<td>+17</td>
</tr>
<tr>
<td>23. Committees acted in accordance with Title 5 Participatory Governance guidelines.</td>
<td>67%</td>
<td>79%</td>
<td>+12</td>
</tr>
<tr>
<td>24. Overall, I am satisfied with the Participatory Governance System’s performance.</td>
<td>57%</td>
<td>79%</td>
<td>+22</td>
</tr>
<tr>
<td>25. I was an effective participant.</td>
<td>82%</td>
<td>86%</td>
<td>+4</td>
</tr>
</tbody>
</table>
Highlight of Findings

1. A higher percentage of committee respondents served on only one committee for the 2006-07 year compared to 2005-2006.

2. Members serving on 4 or 5 committees decreased to zero in 2007 indicating a broader level of participation by all members of the college community.

3. The percentage of respondents who agreed or strongly agreed with a statement was higher on all items for the spring 2007 survey compared to the spring 2006 survey with the exception of the statement that “All members attended regularly.”

4. Meetings were generally on task and well run.

5. While the adequacy of information to make informed decisions dramatically improved, 30 and 36% points from 2006 to 2007 improvements could still be made.

6. Respondents felt all constituencies were represented and participated in discussion and decision making. Remarkably, the number of respondents who agreed that decisions were made by consensus increased from 76% to 100%.

7. Most respondents indicated that the products of their meetings i.e. proposals and requests moved through the system as designed.

8. Most thought committees did not have the means to evaluate the effectiveness of its decisions and actions. Even though this item showed improvement between the spring 2006 and spring 2007 surveys, more improvement is needed.


Conclusion

The College has established effective governance structure with on-going assessment and evaluation. The comparison of the 1st and 2nd years indicates constituent participation in informed decision-making process.

In November 2004 the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC) observed during the site visit “…instances of self-destructive and disrespectful behavior displayed by faculty and staff…” The comparative assessment demonstrated the college’s success in establishing a system that reinforces professional conduct and respectful dialog.

Through the hard work and commitment of faculty, staff, students and administrators, the College institutionalized a new participatory governance system in 2005-2006 which continued to grow in 2006-2007. Comparison of the results of the two annual surveys reveals tremendous positive growth and development. While improvements are indicated, the College of Marin has made significant progress in establishing and maintaining an effective participatory governance system.
Appendix A

Governance Review Council
Fall 2006 – Spring 2007

Bernie Blackman, Ph.D.
Director of Organizational Development and Planning

Barbara David
Staff Recorder, Administrative Assistant to Director

Michael Dougan
Academic Senate, Instructor, Journalism & Communications

Jim Geraghty
Student Senate, Student

Andrea Hunter
Financial Aid Specialist

Patrick Kelly, Ph.D.
Academic Senate, Instructor, Chemistry

Kathleen Kirkpatrick
Staff Resource, Staff Development Program Administrator

Nancy Kutcher
Media Center Specialist

Cari Pogan
Director of Academic Services and Articulation

Becky Reetz
Tutoring Center Coordinator

Jessica Sutter
Student Senate, Student

David Snyder, Ph.D.
Dean, Arts & Humanities

Hoa-Long Tam
Student Senate, Student Body President

Blaze Woodlief
Academic Senate, Instructor, ESL Credit & Communications
The Student Senate has spent most of its time as a deliberative organization, taking little action this semester. However, one pressing issue has worked its way to the top.

As those of you who heard my speech at Convocation, you know that this issue is accessibility. The College of Marin Student Senate is committed to ensuring the maximum possible access for our students.

Internally, the Student Senate is continuing the Disabled Student Access Committee, which is in the progress of identifying areas on campus that could use physical accessibility improvements. We are also working to improve access to student leadership, with improved office hours availability and a more active website. In our constitutional revisions, we will also be lowering the unit requirements to serve in Student Government from six units to five—the minimum required by the State.

The Student Senate recognizes that we cannot afford to waste our essence in the struggles and conflicts of the past. As such we are working with the Academic Senate to help relieve the incredible strain the cost of textbooks places on our less affluent students through Open Course Ware and Open Educational Resources, and we hope to continue to work with the Academic Senate to further improve academic access.

Finally, the Student Senate will be making a bigger presence externally from the College. We will be sending delegations to the Student Senate for California Community Colleges (SSCCC) Fall and Spring General Assemblies, the AACC/ACCT National Legislative Summit in Washington, DC, and the CCLC Legislative Summit in Sacramento. And we will be working closely with other constituencies, trustees included, in the hopes of sending a multilateral delegation to some of these conferences—to better be able to lobby for issues supporting students and employees of the College of Marin, for example Pell Grants to improve financial accessibility and the Basic Skills Initiative.

Sincerely,

[Signature]

Hoa Long Tam, Student Senate President
2006/07 BOARD BUDGET PRIORITIES

Approved at August 29, 2006 Board Meeting

1. Unfunded Liability OPEB

2. Enrollment Growth Plan and Program

3. Educational Excellence Innovation Fund (EEIF)

4. Capital Facility Naming Program
Evaluation of Board Goals and Budget Priorities 2006/2007

BG1: Unfunded Liability OPEB (on going)

Status: $1 million allocated to the employee retirement fund in 2006; final decision on a long term plan to be made October 2007.

BG2: Enrollment Growth Plan and Program (on going)

Status: Enrollment growth has been accomplished in non-credit and community education. Some enrollment growth was captured in fall 2006 in credit; but was also flat Spring 2007 in credit. Other enrollments continue to grow.

BG3: Educational Excellence Innovation Fund (on going)

Status: Since 2005, 13 projects have been funded and completed; 9 projects are in progress for the 2007/2008 academic year.

BG4: Capital Naming Campaign (on going)

Status: Resources need to be allocated for appropriate planning and implementation.

Note: All of these goals were folded into the Board’s Goals and Budget Priorities 2007/2008.
BOARD GOALS AND BUDGET PRIORITIES 2007/08

Approved at the September 19, 2006 Board Meeting

1. Fiscal Accountability
   - Set appropriate level of reserves.
   - Implement plan for unfunded liability.
   - Right size institution for proper use of basic aid funds.
   - Implement asset management planning for long-term fiscal health.

2. Implement and Evaluate Educational Master Plan
   - Enhance student success – student support/guidance/counseling.
   - Seek scholarship support from COM Foundation.
   - Continue EEIF to promote faculty and staff excellence.
   - Implement processes to provide on-going evaluation, assessment, and data for informed institutional decision making.
   - Increase enrollment and right size institution.
   - Implement Program Review for greater flexibility to meet student needs.
   - Enhance higher education partnerships.

3. Strategic Communication
   - Continue internal communications and participatory governance practices.
   - Continue external communications for marketing and research.

4. Facilities
   - Implement Measure C.
   - Implement Capital Naming Campaign.
REVISED

Evaluation of Board Goals and Budget Priorities 2007/2008

BG1: Fiscal Accountability

*Set appropriate level for reserves:* not completed and requires board action

*Implement plan for unfunded liability:* in progress with recommendation coming to the Board in September 2007

*Right size institution for proper use of basic aid funds:* need more study and evaluation

*Implement asset management planning for long-term fiscal health:* not completed and may require various feasibility studies

BG2: Implement and Evaluate Educational Master Plan

*Enhance student success, student support/guidance and counseling:* in progress under the Office of Student Learning (see administrative work plan)

*Continue to seek scholarship support from COM Foundation:* on-going, with the Foundation's new and exclusive focus on student scholarships

*Continue EEIF to promote faculty and staff excellence:* on-going with 13 projects completed and 9 projects in progress

*Implement processes to provide on-going evaluation, assessment, and data to provide informed institutional decision making:* in progress, using the Tracdat tool for planning and assessment

*Increase enrollment and right size the institution:* on-going, as evidenced by enrollment growth planning and outcomes

*Implement Program Review for greater flexibility to meet student needs:* in progress, as evidenced by the number of programs completing phase 1 and phase 2

*Enhance K-12 and higher education partnerships:* on-going, as evidenced by the new partnerships created with Dominican Univ., Sonoma State and SF State, and Novato Unified School District.
BG3: Strategic Communication

Continue internal communications and participatory governance processes: on-going, with weekly written communications and monthly meetings.

Continue external communications for marketing and research: on-going, with print materials, radio, tv, and newspaper ads.

BG4: Facilities

Implement Measure C bond modernization program: on-going, and on track

Implement Capital Naming Campaign: on-going, and requires resources and further planning.

BG5: College Development and Advancement

Explore re-establishing College Development and Advancement to enhance institutional excellence and student success.

Explore options for resources.
Proposed Board Goals and Budget Priorities 2008/2009: **Emerging Issues**

**BG1: Fiscal Accountability**

1. **Set appropriate reserve levels:**

1.1 Establish a prudent reserve level range.

Timeline: Fall 2007 and review annually

1.2 **Improve coordination and balance of institutional and program needs for proper use of basic aid funds:**

1.2a Review institutional needs, and assess institutional effectiveness, using Program Review; Administrative Planning and Assessment; and the Educational Master Plan.

Timeline: Begin fall 2008

1.3 **Establish asset management planning for long-term fiscal health:**

1.3a Identify resource models for consideration and planning.

Timeline: Begin 2007/2008

**BG2: Improve Student Access and Success in Instruction and Student Services**

2. **Establish mechanism and process for a review and evaluation of the current EMP:**

2.1a Create a process by way of the Institutional Planning Committee to review, revise, evaluate, and update the EMP.

Timeline: Begin fall 2007

2.2 **Establish procedures for Program Vitality or Discontinuance:**

2.2a Complete a Memorandum of Understanding with the Academic Senate.

Timeline: Begin discussions Spring 2008
2.3 Continue to increase enrollments in credit and non-credit:

2.3a Support of enrollment management and the Enrollment Growth Plan will help accomplish this objective.

Timeline: On-going

2.4 Continue to expand efforts in marketing and outreach:

2.4a Support for marketing and advertising should be continued. Support for outreach is included in the Enrollment Growth Plan. Support for marketing should be a separate line item in the budget.

Timeline: On-going

BG3: Facilities

3.1 Keep modernization program on track:

3.1a Comply with timelines, schedules, budgets, and reporting

Timeline: On-going

BG4: College Development to Open Doors for Academic and Student Success

4.1 Establish infrastructure that supports capital campaigns and on-going support for college programs and student access:

4.1a Develop Strategic Plan for College Development

Timeline: Fall/Spring 2007/08
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA 94904  

**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: September 18, 2007</th>
</tr>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.B</td>
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<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s): Recommendations</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The following actions are included in the Classified Personnel Recommendations:

- A. Appointment of Classified Personnel
- A.1 Appointment of Hourly Personnel

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

**RECOMMENDATION:**

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

L. Barker is on the non instructional side of the 50% law.

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>Barker, Leslie</td>
<td>Accountant</td>
<td>1.0</td>
<td>12</td>
<td>09/24/2007</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Barker has accepted the 1.0 FTE/12MPY position of Accountant effective September 24, 2007.
### 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>
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<tbody>
<tr>
<td>1. Bonander, Barbara</td>
<td>NC ESL</td>
<td>07/01/2007</td>
<td>12/31/2007</td>
<td>$46.82</td>
</tr>
<tr>
<td>2. Fitzpatrick, Mary</td>
<td>NC ESL</td>
<td>07/01/2007</td>
<td>12/31/2007</td>
<td>$46.82</td>
</tr>
<tr>
<td>3. Lavin, Robin</td>
<td>NC ESL</td>
<td>07/01/2007</td>
<td>12/31/2007</td>
<td>$46.82</td>
</tr>
<tr>
<td>4. McKimmon, Sara</td>
<td>NC ESL</td>
<td>07/01/2007</td>
<td>12/31/2007</td>
<td>$46.82</td>
</tr>
<tr>
<td>5. Reisinger, Joann</td>
<td>NC ESL</td>
<td>07/01/2007</td>
<td>12/31/2007</td>
<td>$46.82</td>
</tr>
</tbody>
</table>

#### BACKGROUND INFORMATION

1-5. All individuals will serve as Professional Experts to assist the Testing area with reading of the ESL Essay Tests for Fall 2007.
Background:

The following actions are included in the Academic Personnel Recommendations:

A. Resignation/Retirement of Academic Personnel

Budget Implications:

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

Recommendation:

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Mackintosh, Janet</td>
<td>Instructor, English</td>
<td>1.0</td>
<td>Permanent</td>
<td>12/31/07</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Janet Mackintosh has submitted her resignation for retirement purposes effective end of fall semester 2007.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

BACKGROUND:  

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

A. Appointment and / or Change of Educational Management Personnel

BUDGET IMPLICATIONS:  

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

RECOMMENDATION:  

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sapanaro, Richard</td>
<td>Interim Senior Director of Enterprise and Learning Technology</td>
<td>1.0</td>
<td>C.O. B. 9/30/07</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. End of assignment as Interim Senior Director of Enterprise and Learning Technology.
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: September 18, 2007

Item & File No. C.12.E

Subject: Short-Term Hourly Positions

Reason for Board Consideration: 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.

Readers in the Testing Office are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – September 18, 2007

<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
</table>

**BACKGROUND:**

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

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

The accompanying transfer information includes sixteen budget transfers in August, totaling $93,493.28 from Unrestricted Funds.

There was one transfer in Restricted Funds for $5,000.00 in August.

There were three budget transfers in the Child Care Fund for a total of $1,200.00.

Net effect of transfers.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>(1,100)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>20,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>10,593</td>
<td>(400)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>(57,983)</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>28,490</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9000 (General Ledger)

* 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 Budget Transfers for August 2007.
<table>
<thead>
<tr>
<th>UNRESTRICTED</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 110</td>
<td>233</td>
<td></td>
<td>(233)</td>
<td></td>
<td>233</td>
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</tr>
<tr>
<td>2 112</td>
<td>(400)</td>
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<tr>
<td>3 119</td>
<td></td>
<td>450</td>
<td></td>
<td>0</td>
<td>450</td>
<td></td>
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<tr>
<td>4 120</td>
<td></td>
<td>650</td>
<td></td>
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<td>5 135</td>
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<td></td>
<td>(1,400)</td>
<td>1,400</td>
<td>0</td>
<td>1,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 138</td>
<td></td>
<td></td>
<td>(150)</td>
<td>150</td>
<td>0</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 140</td>
<td></td>
<td></td>
<td>(35,500)</td>
<td>35,500</td>
<td>0</td>
<td>35,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 149</td>
<td></td>
<td>2,000</td>
<td></td>
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<td>2,000</td>
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</tr>
<tr>
<td>9 158</td>
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<td></td>
<td>(510)</td>
<td>0</td>
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<tr>
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<td></td>
<td>(6,000)</td>
<td>8,000</td>
<td>0</td>
<td>8,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 177</td>
<td></td>
<td>8,000</td>
<td></td>
<td>0</td>
<td>8,000</td>
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<td></td>
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<tr>
<td>13 186</td>
<td></td>
<td></td>
<td>15,000</td>
<td>(15,000)</td>
<td>0</td>
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<td></td>
<td>20,000</td>
<td></td>
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<td>20,000</td>
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<td></td>
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<td>16 201</td>
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</tr>
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<td>18</td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>RESTRICTED FUND</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
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</thead>
<tbody>
<tr>
<td>1 107</td>
<td>5,000</td>
<td></td>
<td>(5,000)</td>
<td></td>
<td>5,000</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
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<td>4</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL GENERAL FUND | 10000 | 20,000 | 0 | 10,593.28 | (57,993.28) | 28,490.00 | - | - | 59,083.28 | 98,493.28 |

| Children's Center | 10000 | 20,000 | 0 | 10,193 | (57,563) | 28,490 | 0 | 0 | 58,683.28 | 99,093.28 |

| Measure C | 10000 | 20,000 | 0 | 1,200.00 | 0 | 0 | 0 | 0 | 5,000.00 |

TOTAL ALL FUND | 1,100 | 20,000 | 0 | 10,193 | (57,563) | 28,490 | 0 | 0 | 58,683.28 | 99,093.28 |

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

| 148 | 150,000 | 150,000 | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |
| 0   | 0       | 0       | 0 |

Total Measure C Building transfers were funds remained within same object code
Marin Community College District  
Kentfield, CA 94904

Board Agenda Item

To: Board of Trustees  
From: Superintendent/President  
Date: September 18, 2007  
Item & File No. C.12.G

Subject: Warrant Approval for Month of July 2007

Reason for Board Consideration:  
Enclosure(s): Warrant Listing

Approval

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 08/07/2007 through 08/28/2007, warrants 68886-69111 and 70340-70734, (Banner System checks), were issued in the total amount of $1,876,575.74.

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: September 18, 2007

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services
Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 68886-69111 and 70340-70734 in the amount of $1,876,757.74, for all funds for the period 08/07/2007 through 08/28/2007 be approved for payment. 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. The General Fund expenditures represent $968,915.79 of the above amount. August payroll has yet to be uploaded.

President or Designee

EXPENDITURE SUMMARY
2007/2008
General Fund – All Programs
Period Ending 09/07/2007

Does not include Benefits for July and August 2007.
Does not include August 21 and August 31 Payrolls

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>20,554,823</td>
<td>0</td>
<td>1,596,353</td>
<td>18,958,470</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>11,371,594</td>
<td>0</td>
<td>854,046</td>
<td>10,517,548</td>
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<tr>
<td>Employee Benefits</td>
<td>10,137,295</td>
<td>0</td>
<td>852,396</td>
<td>9,284,899</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,146,748</td>
<td>135,699</td>
<td>74,844</td>
<td>936,204</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>5,708,837</td>
<td>419,144</td>
<td>738,599</td>
<td>4,551,095</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>768,505</td>
<td>244,117</td>
<td>124,670</td>
<td>399,718</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>5,138,334</td>
<td>0</td>
<td>0</td>
<td>5,138,334</td>
</tr>
<tr>
<td>Total</td>
<td>54,826,136</td>
<td>798,960</td>
<td>4,240,907</td>
<td>49,786,269</td>
</tr>
</tbody>
</table>

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

To: Board of Trustees
From: Superintendent/President
Date: September 18, 2007
Item & File No. C.12.H
Subject: Declaration of Surplus Property – Miscellaneous Equipment

Reason for Board Consideration:

APPROVAL

Enclosure(s):
List of Equipment

BACKGROUND:

In accordance with Board Policy 6.0008, the District will submit to the Board a list of equipment to declare surplus. The items listed on the attachment(s) have been determined to have no further value to the District. Some of the items have been replaced and are no longer used. Some items are simply old and repair and/or maintenance is not cost effective. Items that have no value will be disposed of. The District may be able to sell some of the equipment. Some equipment will used for parts. No one item or item lot is valued at $5,000 or more.

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

RECOMMENDATION:

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

Administrator Initiating Item
Albert J. Harrison II, Vice President of College Operations
## List of Surplus Equipment - September 18, 2007 Board Meeting

<table>
<thead>
<tr>
<th>Quan.</th>
<th>Campus Location</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KTD FH 103</td>
<td>MAC Computer</td>
<td>P990606</td>
<td>8 yrs</td>
<td>corrupts files</td>
<td>Junk or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD FH 103</td>
<td>HP Deskjet 695C</td>
<td></td>
<td>8 yrs</td>
<td>Broken</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD FH 103</td>
<td>HP Deskjet 930C</td>
<td></td>
<td>8 yrs</td>
<td>Broken</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD FA 51</td>
<td>Kwik Stak Portable Elevating Truck (Walk behind forklift)</td>
<td>OO1958</td>
<td>30+</td>
<td>must be pushed</td>
<td>Junk</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Load Limit low</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>KTD FA 10</td>
<td>Webco Clay Mixer</td>
<td>1704</td>
<td>30+</td>
<td>Below Safety Stands</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD FA</td>
<td>SWIF MUL Muller Sand Mixer</td>
<td>O3289</td>
<td>30+</td>
<td>No longer used</td>
<td>Sell or Junk</td>
</tr>
<tr>
<td>3</td>
<td>IVC AS 136</td>
<td>Lg Plastic Comp Stands</td>
<td>N/A</td>
<td>?</td>
<td>No longer used</td>
<td>Sell or Junk</td>
</tr>
<tr>
<td>15</td>
<td>IVC AS 136</td>
<td>Sm Plastic Comp Stands</td>
<td>N/A</td>
<td>?</td>
<td>No longer used</td>
<td>Sell or Junk</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>September 18, 2007</td>
</tr>
<tr>
<td>Subject:</td>
<td>2008/09 Board Goals and Budget Priorities</td>
<td>Item &amp; File No. C.13.A</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Annually, as a part of the budgeting process, the Board of Trustees adopts a set of goals and budget priorities that the Board agrees are important in carrying out the mission, values and objectives of the college. Based on previous Board goals and priorities, Board member comments and instructions, the following goals and priorities for 2008/09 are attached.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees adopt the attached 2008/09 Board Goals and Budget Priorities.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
Proposed Board Goals and Budget Priorities 2008/2009: **Emerging Issues**

**BG1: Fiscal Accountability**

1.1 *Set appropriate reserve levels:*

1.1a *Establish a prudent reserve level range.*

Timeline: Fall 2007 and review annually

1.2 *Improve coordination and balance of institutional and program needs for proper use of basic aid funds:*

1.2a *Review institutional needs, and assess institutional effectiveness, using Program Review; Administrative Planning and Assessment; and the Educational Master Plan.*

Timeline: Begin fall 2008

1.3 *Establish asset management planning for long-term fiscal health:*

1.3a *Identify resource models for consideration and planning.*

Timeline: Begin 2007/2008

**BG2: Improve Student Access and Success in Instruction and Student Services**

2.1 *Establish mechanism and process for a review and evaluation of the current EMP:*

2.1a *Create a process by way of the Institutional Planning Committee to review, revise, evaluate, and update the EMP.*

Timeline: Begin fall 2007

2.2 *Establish procedures for Program Vitality or Discontinuance:*

2.2a *Complete a Memorandum of Understanding with the Academic Senate.*

Timeline: Begin discussions Spring 2008
2.3  *Continue to increase enrollments in credit and non-credit:*

2.3a  *Support of enrollment management and the Enrollment Growth Plan will help accomplish this objective.*

Timeline: On-going

2.4  *Continue to expand efforts in marketing and outreach:*

2.4a  *Support for marketing and advertising should be continued. Support for outreach is included in the Enrollment Growth Plan. Support for marketing should be a separate line item in the budget.*

Timeline: On-going

**BG3: Facilities**

3.1  *Keep modernization program on track:*

3.1a  *Comply with timelines, schedules, budgets, and reporting*

Timeline: On-going

**BG4: College Development to Open Doors for Academic and Student Success**

4.1  *Establish infrastructure that supports capital campaigns and on-going support for college programs and student access:*

4.1a  *Develop Strategic Plan for College Development*

Timeline: Fall/Spring 2007/08
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Bid Award for Maintenance Building One Roof Repair Project, Kentfield Campus
Reason for Board Consideration: APPROVAL
Date: September 18, 2007
Item & File No. C.13.B
Enclosure(s):

BACKGROUND:

As authorized by the Board of Trustees on August 29, 2007, the District requested bids for the Maintenance Building One Roof Repair project. Bids for this project are due on September 14, 2007.

Staff will review bid results and provide a recommendation to award the bid to the lowest responsible bidder.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees award the bid for the Maintenance Building One Roof Repair project to the lowest responsible bidder and authorize staff to proceed with a contract for the work.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  
BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>September 18, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.13.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>Hospital Experience Agreements with Marin General and Novato Community Hospitals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Agreements</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The College of Marin has used Marin General Hospital and Novato Community Hospital for over twenty years for Registered Nursing student hospital experience. The current agreements for Registered Nursing experience for both hospitals expire on October 14, 2007.

The College has received the attached renewal agreements for another three-year term for each hospital to begin October 15, 2007. It is vital to our Nursing programs that these experience arrangements continue.

The agreements have been reviewed by School & College Legal Services and our insurance administrator, Keenan & Associates.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees authorize District staff to enter into renewal agreements with Marin General Hospital and Novato Community Hospital to facilitate the required hospital experience for the College’s Registered Nursing students.

---

Administrator Initiating Item  

Albert J. Harrison II, Vice President, College Operations
HOSPITAL EXPERIENCE AGREEMENT

This Agreement is between Marin General Hospital, a California not-for-profit corporation (hereafter "HOSPITAL") located in Greenbrae, California, and Marin Community College District (hereafter “SCHOOL”) located at 835 College Avenue, Kentfield, CA 94904, and is effective as of October 15, 2007.

RECITALS

A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as “Facilities”).

B. SCHOOL is an accredited California community college district located in Marin County, California. SCHOOL desires its students to obtain practical experience at HOSPITAL’s Facilities through participation in a hospital program for SCHOOL’s nursing students (“Program”).

C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL’s Program use such Facilities for their hospital based experience. Hospital based experience refers to both clinical and non-clinical student experiences.

D. To the extent required by law, HOSPITAL retains ultimate responsibility for patient care and services.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

   A. Both parties before the beginning of the training shall agree upon the period of time for each student’s hospital experience.

   B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL’S RESPONSIBILITIES

   A. Student Profile. SCHOOL shall complete and send to HOSPITAL a profile for each student enrolled in the Program which shall include the student’s name, address and telephone number prior to the beginning of the planned hospital experience. HOSPITAL shall regard this information as confidential, and shall use it only as a source of identification for the student.

   B. Schedule of Assignments. SCHOOL shall notify the HOSPITAL of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of hospital experience prior to the planned hospital experience.
C. **Program Coordinator.** SCHOOL shall designate a faculty member to coordinate with a designee of HOSPITAL in the planning of the Program to be provided to students.

D. **Records.** SCHOOL shall maintain all personnel and academic records of the students.

E. **Rules and Regulations.** SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and HOSPITAL.

F. **Supervision.** SCHOOL shall supervise all instruction and clinical/non-clinical experiences for students given at the HOSPITAL except when students are under the supervision of a HOSPITAL preceptor or other HOSPITAL personnel.

G. **Health Policy.** SCHOOL shall provide HOSPITAL, prior to a student’s arrival at the HOSPITAL, with proof of immunizations consistent with HOSPITAL employee health policy and, to the extent permitted by law, notify the HOSPITAL if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of HOSPITAL would be placed at risk if treated by a particular student, HOSPITAL reserves the right to refuse to allow such student to participate in experiences at HOSPITAL.

H. **Student Responsibilities.** SCHOOL shall notify the students that they are responsible for:

1) Following the clinical and administrative policies, procedures, rules and regulations of HOSPITAL.

2) Arranging for their own transportation and living arrangements when not provided by SCHOOL.

3) Arranging for and assuming the cost of their own health insurance.

4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.

5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the hospital experience. The discussion, transmission or narration in any form by students 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.

6) Following dress code of the HOSPITAL and wearing name badges identifying themselves as students.

7) Attending an orientation of HOSPITAL facilities provided by their instructors. Instructors, preceptors and precepted students shall receive an orientation from the HOSPITAL.
8) Providing services to the Hospital’s patients under the direct supervision of a faculty provided by SCHOOL or Hospital-provided preceptors.

9) Notifying HOSPITAL immediately of any violation of federal or State laws at the HOSPITAL.

I. Payroll Taxes and Withholdings. SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits of any kind for students, employees, and agents of SCHOOL providing services under this Agreement. SCHOOL shall defend, indemnify, and hold HOSPITAL harmless from all liability and responsibilities therefor.

J. Background Review. Once each academic year before a student is permitted to participate in clinical or non-clinical experience at HOSPITAL’s Facilities, SCHOOL shall submit student information to Corporate Screening, or other mutually agreeable agency, to obtain a felony criminal conviction record and a sanction search of the Department of Health and Human Services, Office of Inspector General, to determine whether the student has been barred, excluded or otherwise declared ineligible for federal program participation. The felony criminal conviction record shall be based upon a review of public records in the student’s county or counties of residence in the past seven (7) years, as disclosed by student, or a shorter period if agreed upon in advance by the parties. If the background review procedures reveal that a student has either been convicted of a felony or is ineligible for federal program participation, SCHOOL shall notify HOSPITAL. Upon receipt of notice HOSPITAL shall determine whether the student meets HOSPITAL security standards and so advise SCHOOL in writing within five (5) weekdays thereafter. If the background review procedures do not reveal any felony convictions or ineligibility for federal program participation, student shall be deemed to have met HOSPITAL security standards.

3. HOSPITAL’S RESPONSIBILITIES

A. Experience. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, and shall provide these students with supervised and appropriate hospital experience.

B. HOSPITAL Responsibility. HOSPITAL shall retain ultimate responsibility for patient care and services. HOSPITAL shall provide staff of adequate number and quality so as to insure the safe and continuous health care services of the patients.

C. Accreditation. Upon request, HOSPITAL shall permit the appropriate accreditation agency to make site visits to the facility to verify the instructional and clinical/non-clinical experience of the SCHOOL’s students.

D. HOSPITAL Designee. HOSPITAL shall designate a member of HOSPITAL’s staff to participate with the designee of SCHOOL in planning, implementing and coordinating the training Program.
E. Records and Evaluations. HOSPITAL shall maintain complete records and reports on each student’s performance, and shall provide an evaluation to the SCHOOL upon request by the SCHOOL.

F. Access to Facilities. HOSPITAL shall permit students enrolled in the Program access to HOSPITAL facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of HOSPITAL. Facilities include space for clinical conferences and access to HOSPITAL’s Medical Library.

G. Withdrawal of Students. HOSPITAL may request SCHOOL to withdraw from the Program any student whom HOSPITAL determines is not performing satisfactorily, or who refuses to follow HOSPITAL’s administrative policies, procedures, rules and/or regulations or violates federal or State Laws. Such request must be in writing and must include a statement as to the reason(s) why HOSPITAL desires to have the student withdrawn. SCHOOL shall comply with this request promptly, and at the most within five (5) days of receipt of same. HOSPITAL reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

H. Emergency Health Care/First Aid. HOSPITAL shall, on any day when student is receiving training at its Facilities, provide to student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, HOSPITAL shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

I. Training Capacity. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by HOSPITAL. Students shall perform services for patients only when under the supervision of a qualified professional.

J. Supervision. In situations of single preceptorships/internships, HOSPITAL shall assume daily supervision of student.

4. NON-DISCRIMINATION

The parties agree that all students participating in clinical and non-clinical hospital experiences pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by SCHOOL and HOSPITAL that students under this Program are in attendance for educational purposes, and such students are not
considered employees of HOSPITAL for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers’ compensation insurance.

6. INDEMNIFICATION

A. SCHOOL agrees to indemnify, defend and hold harmless, HOSPITAL and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from SCHOOL’s, or its officers, employees, or agents negligent acts or omissions in the performance of this Agreement.

B. HOSPITAL agrees to indemnify, defend and hold harmless SCHOOL, its Board of Trustees, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the HOSPITAL, its agents or its employees.

7. INSURANCE

A. SCHOOL Insurance.

1) The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability for faculty and students and general liability insurance coverage.

2) The liability limits for each type of coverage shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate.

3) The SCHOOL shall also maintain and provide evidence of workers’ compensation as required by law. In the event SCHOOL does not carry workers’ compensation insurance on the students, SCHOOL shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than $10,000.

4) The SCHOOL shall provide HOSPITAL with a certificate of insurance evidencing the insurance coverage required under this section, naming HOSPITAL as an additional insured, and providing for not less than thirty (30) days written notice to the HOSPITAL of the cancellation of such insurance. The SCHOOL shall promptly notify the HOSPITAL of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. HOSPITAL Insurance.

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8. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.

B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party’s agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. 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 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given, unless such completion would cause an undue financial hardship on the HOSPITAL or the unit in which student is assigned is ceases to operate.

9. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this Section shall be null and void. This
Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

C. **Arbitration.** The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties.

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 addition to such other relief as the court or arbitrator may deem appropriate.

E. **Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

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.

G. **Entire Agreement.** This Agreement is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

H. **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 even of any such circumstances.

I. **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.

J. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. **Notice to the HOSPITAL:**

   Education Department
   Marin General and Novato Community Hospitals
   4000 Civic Center Drive, Ste. 170
   San Rafael, CA 94903
2. Notice to the *SCHOOL*:

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

K. **Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable under applicable law, that portion shall be severed and the remainder of this Agreement shall be effective and binding upon the parties.

M. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. 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.

N. **Compliance with Law and Regulatory Agencies.** *HOSPITAL* 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 *HOSPITAL*; (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 Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of *HOSPITAL* its Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.

O. **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.

P. **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.

Q. **Confidentiality.** 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. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and
remain the property of HOSPITAL. SCHOOL shall warrant to HOSPITAL that each student has received appropriate training in the student’s duty to maintain the confidentiality of patient and HOSPITAL 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 include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), and the California Confidentiality of Medical Information Act. HOSPITAL reserves the right to provide appropriate confidentiality training to the students, and to designate the students as members of HOSPITAL’s workforce, as defined by HIPAA. No HOSPITAL patient information may be disclosed to or shared with SCHOOL or its employees or agents during the course of the Program unless HOSPITAL has received express written patient authorization. HOSPITAL shall reasonably assist SCHOOL in obtaining such authorization in appropriate circumstance. In the absence of such authorization, Students shall only use de-identified information (as defined by HIPAA) in any discussion with SCHOOL, its employees and agents.

10. 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.

HOSPITAL

Marin General Hospital

By: ________________________________

Title: ________________________________

Date: ________________________________

SCHOOL

Marin Community College District

By: ________________________________

Title: ________________________________

Date: ________________________________
HOSPITAL EXPERIENCE AGREEMENT

This Agreement is between Sutter Marin, a California not-for-profit corporation doing business as Novato Community Hospital (hereafter "HOSPITAL") located in Novato, California, and Marin Community College District (hereafter "SCHOOL") located at 835 College Avenue, Kentfield, CA 94904, and is effective as of October 15, 2007.

RECITALS

A. HOSPITAL owns and operates a general acute care hospital as well as various outpatient facilities (collectively referred to as "Facilities").

B. SCHOOL is an accredited California community college district located in Marin County, California. SCHOOL desires its students to obtain practical experience at HOSPITAL's Facilities through participation in a hospital program for SCHOOL's nursing students ("Program").

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B. HOSPITAL agrees to indemnify, defend and hold harmless SCHOOL, its Board of Trustees, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from negligent or intentional acts or omissions of the HOSPITAL, its agents or its employees.

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2) The liability limits for each type of coverage shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate.

3) The SCHOOL shall also maintain and provide evidence of workers' compensation as required by law. In the event SCHOOL does not carry workers' compensation insurance on the students, SCHOOL shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than $10,000.

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C. Arbitration. The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties.

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 addition to such other relief as the court or arbitrator may deem appropriate.

E. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

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.

G. Entire Agreement. This Agreement is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

H. 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 even of any such circumstances.

I. 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.

J. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the HOSPITAL:

   Education Department
   Marin General and Novato Community Hospitals
   4000 Civic Center Drive, Ste. 170
   San Rafael, CA 94903
2. Notice to the SCHOOL:

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

K. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

L. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable under applicable law, that portion shall be severed and the remainder of this Agreement shall be effective and binding upon the parties.

M. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. 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.

N. Compliance with Law and Regulatory Agencies. HOSPITAL 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 HOSPITAL; (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 Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations; bylaws and rules and regulations, and policies and procedures of HOSPITAL its Medical Staff and Medical Staff departments; and the rules regarding services provided to patients covered by Medicare and/or Medi-Cal.

O. 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.

P. 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.

Q. Confidentiality. 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. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and
remain the property of HOSPITAL. SCHOOL shall warrant to HOSPITAL that each student has received appropriate training in the student’s duty to maintain the confidentiality of patient and HOSPITAL 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 include, without limitation, the Health Insurance Portability and Accountability Act of 1996, and its attendant regulations, as amended from time to time ("HIPAA"), and the California Confidentiality of Medical Information Act. HOSPITAL reserves the right to provide appropriate confidentiality training to the students, and to designate the students as members of HOSPITAL’s workforce, as defined by HIPAA. No HOSPITAL patient information may be disclosed to or shared with SCHOOL or its employees or agents during the course of the Program unless HOSPITAL has received express written patient authorization. HOSPITAL shall reasonably assist SCHOOL in obtaining such authorization in appropriate circumstance. In the absence of such authorization, Students shall only use de-identified information (as defined by HIPAA) in any discussion with SCHOOL, its employees and agents.

10. 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.

HOSPITAL

Sutter Marin, doing business as Novato Community Hospital

By: ____________________________________________
Anne L. Hosfeld

Title: Chief Administrative Officer
       Novato Community Hospital

Date: ____________________________

SCHOOL

Marin Community College District

By: ____________________________________________

Title: __________________________________________

Date: ____________________________
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>September 18, 2007</td>
</tr>
<tr>
<td>Subject:</td>
<td>Pomo 4 Roof Replacement – Project # 402B (<em>Pomo 4 &amp; IVC Roof Standards</em>) Authorization to Award Roof Replacement Contract</td>
<td>Item &amp; File No. C.13.D.1(a)</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>ACTION APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

## BACKGROUND:

On June 12, 2007 the Board approved the Pomo 4 roof replacement project (402B) and authorized the District to commence bidding. The bid date for this project is set for September 18, 2007. The District asks the Board at this time to award a contract to the lowest responsible bidder, subject to internal review of bid documents and successful completion of a five-day protest period. The name of the apparent low bidder and bid price will be announced at the Board meeting.

## FISCAL IMPACT:

This contract will be paid from bond funds budgeted for this project (up to $225,000).

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees award a contract to the lowest responsible bidder, to be announced, for the Pomo 4 roof replacement project.

---

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
# BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
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<th>September 18, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.D.1(b)</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Larkspur Annex Restroom Project (#321B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Ratification of Construction Contracts</td>
<td>Enclosure(s):</td>
<td></td>
</tr>
</tbody>
</table>

**RATIFICATION**

| Pre-Approved Contracts |

## BACKGROUND:

On July 24, 2007 the Board pre-authorized a series of actions, small contracts and contract amendments needed to maintain the design and construction schedule for the bond modernization program, with the stipulation that the executed documents would be returned to the Board for ratification. The Board is now asked to ratify two construction contracts for the Larkspur Annex Restroom Project, as follows:

- **Ongaro & Sons** $7,675 Connect water and sewer services to Larkspur Annex restroom
- **Electrix** $1,050 Connect electrical services to Larkspur Annex restroom

## FISCAL IMPACT:

These contracts will be paid from bond funds budgeted for the Larkspur Annex (321) projects.

## RECOMMENDATION:

The Superintendent/President recommends that the Board ratify two contracts for construction of the Larkspur Annex Restroom.
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community
College District (hereinafter called District) and

Vendor: Ongaro & Sons

I. NATURE AND EXTENT OF SERVICE
   Connect and extend water and sewer services to Larkspur Annex Restroom Trailer (Project # 321B).

II. COMPENSATION
    Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of
    invoice by Fiscal Services. Total Payment: Seven Thousand Six Hundred and Seventy Five dollars ($7,675.00) Note: Invoices must
    be submitted for payment. Project # 321B = $ 7,675.

III. SCHEDULE OF WORK: Work is to be scheduled between September 19, 2007 and October 31, 2007.

IV. TAXES
    The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor’s failure to
    include any applicable tax, or as the result of any change in the Vendor’s Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
    Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the
    work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
    Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
    Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor’s family,
    business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private
    interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest
    which may arise as a result of such change.

VIII. CHANGES
    No change or modification in terms quantities, or specification may be made without express authorization from The District.
    This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
    All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of
    Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the
    Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
    It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement
    between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between
    the parties relating to the subject matter hereof.

XI. PREVAILING WAGES
    For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance
    with Labor Code Sections 1770 to 1777 inclusive.
XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by the Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

XV. CONTRACTOR'S LICENSE
Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA 95826.

XVI. APPLICABLE LAW
This agreement shall be governed by the laws of the State of California.

CONTRACTOR

(Signature)  (Date)

(District)

(Signature)  (Date)
Vice-President of College Operations

>Title)
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community
College District (hereinafter called District) and

Vendor: Electrix

I. NATURE AND EXTENT OF SERVICE
Connect and extend electrical services to the Larkspur Annex Restroom Trailer (Project # 321B).

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of
invoice by Fiscal Services. Total Payment: One Thousand and Fifty dollars ($1,050.00) Note: Invoices must be submitted for payment.
Project # 321B = $ 1,050.

III. SCHEDULE OF WORK: Work is to be scheduled between September 19, 2007 through October 31, 2007.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor’s failure to
include any applicable tax, or as the result of any change in the Vendor’s Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the
work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor’s family,
business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private
interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest
which may arise as a result of such change.

VIII. CHANGES
No change or modification in terms quantities, or specification may be made without express authorization from The District.
This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of
Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the
Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement
between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between
the parties relating to the subject matter hereof.

XI. PREVAILING WAGES
For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance
with Labor Code Sections 1770 to 1777 inclusive.
XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by the Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

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It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

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XVI. APPLICABLE LAW
This agreement shall be governed by the laws of the State of California.

---

CONTRACTOR

(Signature)  (Date)  (Title)

DISTRICT

(Signature)  (Date)  Vice-President of College Operations
**BACKGROUND:**

Part of the Measure C bond program since inception has involved construction of a base topographic survey by Sandis Humber Jones (SHJ) and development of supplemental civil surveys by CSW/Stuber-Stroeh (CSW). Both firms are under contract directly with the District for professional services.

In July 2007, CSW discovered a discrepancy in the original SHJ survey, impacting all Kentfield projects currently in design. The District has discussed the situation with both firms, with the following result:

- Sandis Humber Jones has acknowledged the error and will correct all base survey documents at no cost to the District.
- CSW/Stuber-Stroeh will correct all additional civil survey work for a fee not to exceed $34,660 (warranted because the error was not CSW’s).

In order to maintain the design and construction schedules for the Kentfield project, and upon recommendation by legal counsel, the District recommends an amendment to the CSW contract authorizing them to proceed with the corrections immediately. The District will seek to recover the full cost of this work from Sandis Humber Jones once the exact amount of the fee is ascertained.

**FISCAL IMPACT:**

This amendment will be paid from Measure C bond funds until a settlement is reached with Sandis Humber Jones. The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>$436,067</td>
<td>District-wide master planning and assessment</td>
</tr>
<tr>
<td>Amendment #1</td>
<td>$21,560</td>
<td>Larkspur Annex Design (#321A)</td>
</tr>
<tr>
<td>Amendment #2</td>
<td>$188,755</td>
<td>District-wide additional boundary, local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
</tr>
<tr>
<td>Amendment #3</td>
<td>$87,010</td>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
</tr>
<tr>
<td>Amendment #4</td>
<td>$12,040</td>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
</tr>
<tr>
<td>Amendment #5</td>
<td>$86,170</td>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
</tr>
<tr>
<td>Amendment #6</td>
<td>$18,550</td>
<td>Design services for utility extensions to PE Complex (#308B)</td>
</tr>
<tr>
<td>Amendment #7</td>
<td>$285,988</td>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
</tr>
<tr>
<td>Amendment #8</td>
<td>$30,220</td>
<td>Survey work Fine Arts and Performing Arts boundaries. Topographic base map for the Greenhouses project at IVC Design services for Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project</td>
</tr>
<tr>
<td>Amendment #9</td>
<td>$14,950</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
</tr>
</tbody>
</table>
Amendment # 10 $19,000 Provide Design and Construction Administrative Services for utilities to support Larkspur Annex Restroom Trailer (Project # 321B) Geotechnical Borings and report for Transportation Technology Complex (Project # 402A)

Amendment # 11 $34,660 Program Level services (District Civil Engineer Project # 803A) for Boundary and Topographic Surveys

Total Contract Amount $1,234,970

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 11 to CSW/Stuber-Stroeh Engineering in the amount not to exceed $34,600 for boundary and topographical survey corrections for program level District Civil Engineering services (# 803A).

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 9/18/07  Consultant: CSW/Stuber-Stroeh Engineers
Project(s) (name and number): District Civil Engineer Services (803A)

Type of contract (check all that apply):

____ Full service (architecture)  ____ Task contract (specialty consultant)

____ Short form  ____ Long form

Original _____  or  Amendment # 11

Amount of this contract/amendment: $34,000

Total amount of contract to date including this amendment $1,234,970

Documents to be included in Board packet (check and initial):

____ Full agreement  ____ Changes to agreement  Reviewed:

____ Appendix A  ____ Changes to Appendix A  Reviewed: BS

____ Appendix B  ____ Changes to Appendix B  Reviewed: BS

____ Appendix C  ____ Changes to Appendix C  Reviewed: BS

____ Appendix D  ____ Changes to Appendix D  Reviewed: BS

____ Appendix E  ____ Changes to Appendix E  Reviewed: BS

____ Other backup materials? __________________________________________

Legal review required? _____ Yes  ____ No  If yes, counsel’s initials:

If not, why not? No changes to legal language

Agenda cover page prepared by: EB  Reviewed by: BS

Submittal sign-off:
Program Manager:  EB  Director: K. Schumack
**Measure C Bond Modernization Program**  
**Checklist for Consultant Contract Review**

### Amendments

<table>
<thead>
<tr>
<th>Item</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔ Are there changes to the master agreement?</td>
<td></td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td>Yes (N/A) No</td>
</tr>
<tr>
<td>✔ Appendix A: is the scope of work consistent with the requirements of the master agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Is the fee within budget?</td>
<td>Yes (N/A) No</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td></td>
</tr>
<tr>
<td>✔ Do the numbers all add up correctly?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Appendix E: has the insurance requirement changed?</td>
<td>Yes (N/A) No</td>
</tr>
<tr>
<td>Reviewed by legal counsel?</td>
<td></td>
</tr>
<tr>
<td>✔ Coordination: cross-check all items in amendment with one another</td>
<td></td>
</tr>
</tbody>
</table>

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**Agenda cover page**

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>✔ Is the type of contract clearly defined?</td>
<td>Yes No</td>
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<tr>
<td>Basic or additional service?</td>
<td>Basic Add'1</td>
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<tr>
<td>✔ Is the reason for the amendment clearly stated?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Do the amendment amounts match the amended Appendix B?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✔ Are the project title and number included and correct?</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

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*Vice President Al Harrison*

Amendment Checklist 8/31/2007 2
AMENDMENT 11

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
CSW/Stuber-Stroeh Engineering Group, Inc.

September 18, 2007

AMENDMENT 11 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group (Consultant).

APPENDIX A

1. Additional Services

   All services under this amendment are Program Level services (District Civil Engineer Project # 803A).

   Task 1 – PE Complex
   a. Recalculate, replot and relabel all surveyed data points
   b. Modify existing layers on background drawings (Utilities, separations, etc.)
   c. Revise Civil Construction Drawings

   Task 2 – Fine & Performing Arts
   a. Recalculate and revise Supplemental Topo
   b. Revise Base Map
   c. Modify existing layers on background drawings (Utilities, separations, etc.)

   Task 3 – Science-Math Building
   a. Recalculate and revise Supplemental Topo
   b. Revise Base Map
   c. Modify existing layers on background drawings (Utilities, separations, etc.)

   Task 4 – Geothermal Field KTD
   a. Revise Base Map

   Task 5 – Larkspur Annex
   a. Revise and replot "Record Set" drawings

   Task 6 – Surveying
   a. Field survey (Check)

END OF AMENDMENT 11 TO APPENDIX A
AMENDMENT 11 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

I. Amount of Compensation for Services to Consultant

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$436,067</th>
</tr>
</thead>
<tbody>
<tr>
<td>District-wide master planning and assessment</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment #1</th>
<th>$21,560</th>
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</thead>
<tbody>
<tr>
<td>Larkspur Annex Design (#321A)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment #2</th>
<th>$188,755</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Total Amendment #3</th>
<th>$87,010</th>
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</thead>
<tbody>
<tr>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment #4</th>
<th>$12,040</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment #5</th>
<th>$86,170</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment #6</th>
<th>$18,550</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment #7</th>
<th>$285,988</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment #8</th>
<th>$30,220</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Perform a detailed survey as per attached requirements from Marcy Wong Donn Logan Architects within the area of the Fine Arts and Performing Arts boundaries. $11,470</td>
</tr>
<tr>
<td>Task 2</td>
<td>Develop a supplemental Topographic base map for the Greenhouses project at IVC. $7,750</td>
</tr>
<tr>
<td>Task 3</td>
<td>Provide design services for the Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project at IVC per the Novato Fire Department requirements. $11,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment #9</th>
<th>$14,950</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
<td></td>
</tr>
</tbody>
</table>
Amendment # 10

Provide Design and Construction Administrative Services for construction of utilities to support the Larkspur Annex Restroom Trailer (Project # 321B) $ 6,000

Geotechnical Borings and report for Transportation Technology Complex (Project # 402A) $ 13,000

Amendment # 11

All services under this amendment are Program Level services (District Civil Engineer Project # 803A).

Task 1 – PE Complex
a. Recalculate, replot and relabel all surveyed data points
b. Modify existing layers on background drawings (Utilities, separations, etc.)
c. Revise Civil Construction Drawings $ 11,760

Task 2 – Fine & Performing Arts
a. Recalculate and revise Supplemental Topo
b. Revise Base Map
c. Modify existing layers on background drawings (Utilities, separations, etc.) $ 8,730

Task 3 – Science-Math Building
a. Recalculate and revise Supplemental Topo
b. Revise Base Map
c. Modify existing layers on background drawings (Utilities, separations, etc.) $ 6,800

Task 4 – Geothermal Field KTD
a. Revise Base Map $ 1,200

Task 5 – Larkspur Annex
a. Revise and replot “Record Set’ drawings $ 2,400

Task 6 – Surveying
a. Field survey (Check) $ 3,770

Total Amendment # 11 $ 34,660

Total Contract Amount $ 1,234,970

1.1 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 11 to Appendix A – Scope of Services shall not exceed $34,660. Payments made for services authorized under AMENDMENT 11 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 11 TO APPENDIX B
AMENDMENT 11 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 11 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – PE Complex</td>
<td></td>
</tr>
<tr>
<td>Recalculate, replot and relabel all surveyed data points</td>
<td>9/30/2007</td>
</tr>
<tr>
<td>Modify existing layers on background drawings (Utilities, separations, etc.)</td>
<td></td>
</tr>
<tr>
<td>Revise Civil Construction Drawings</td>
<td></td>
</tr>
<tr>
<td>Task 2 – Fine &amp; Performing Arts</td>
<td></td>
</tr>
<tr>
<td>Recalculate and revise Supplemental Topo</td>
<td>10/31/2007</td>
</tr>
<tr>
<td>Revise Base Map</td>
<td></td>
</tr>
<tr>
<td>Modify existing layers on background drawings (Utilities, separations, etc.)</td>
<td></td>
</tr>
<tr>
<td>Task 3 – Science-Math Building</td>
<td></td>
</tr>
<tr>
<td>Recalculate and revise Supplemental Topo</td>
<td>11/30/2007</td>
</tr>
<tr>
<td>Revise Base Map</td>
<td></td>
</tr>
<tr>
<td>Modify existing layers on background drawings (Utilities, separations, etc.)</td>
<td></td>
</tr>
<tr>
<td>Task 4 – Geothermal Field KTD</td>
<td></td>
</tr>
<tr>
<td>Revise Base Map</td>
<td>10/31/2007</td>
</tr>
<tr>
<td>Task 5 – Larkspur Annex</td>
<td></td>
</tr>
<tr>
<td>Revise and replot &quot;Record Set&quot; drawings</td>
<td>10/31/2007</td>
</tr>
<tr>
<td>Task 6 – Surveying</td>
<td></td>
</tr>
<tr>
<td>Field survey (Check)</td>
<td>10/31/2007</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 11 TO APPENDIX C
AMENDMENT 11 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 11 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items in electronic format:

   Task 1 – Revised Civil Construction Drawings
   Task 2 – Revised Base Map
   Task 3 – Revised Base Map
   Task 4 – Revised Base Map
   Task 5 – Revised “Record Set” Civil Drawings
   Task 6 – Report of Field Survey Findings

END OF AMENDMENT 11 TO APPENDIX D
AMENDMENT 11 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW Stuber-Stroeh Engineering Group, Inc. (Consultant).

No Changes.

END OF AMENDMENT 11 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 11 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ___________________________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By ___________________________ Date ___________________________

______________________________ Its ___________________________
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>September 18, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.D.2(b)</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>PE Complex Portables Project (850F)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Design services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HKIT Amendment #3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RATIFICATION**

**Pre-Approved Amendment**

**BACKGROUND:**

On July 24, 2007 the Board pre-authorized a series of actions, small contracts and contract amendments needed to maintain the design and construction schedule for the bond modernization program, with the stipulation that the executed documents would be returned to the Board for ratification. The Board is now asked to ratify one professional services contract amendment for the PE Complex Portables Project, as follows:

**HKIT $34,000 Architectural services for layout, repair and installation of portables at PE Complex**

**FISCAL IMPACT:**

This amendment will be paid from bond funds budgeted for relocation (850) projects.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify a contract amendment with HKIT in the amount of $34,000 for design services supporting the PE Complex portables project.

---

Administrator Initiating Item  
V-Anne Chernock  
Director of Modernization

Administrator Approving Item  
Albert J. Harrison  
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Ratification (7/24/07 BOT Approval)

Date: 9/18/07  Consultant: HKIT

Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)

___ Short form  ✓ Long form

Original _____ or Amendment # 3

Amount of this contract/amendment: $34,000

Total amount of contract to date including this amendment $1,635,000

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement  Reviewed: 

___ Appendix A  ✓ Changes to Appendix A  Reviewed: 

___ Appendix B  ✓ Changes to Appendix B  Reviewed: 

___ Appendix C  ✓ Changes to Appendix C  Reviewed: 

___ Appendix D  ✓ Changes to Appendix D  Reviewed: 

___ Appendix E  ✓ Changes to Appendix E  Reviewed: 

___ Other backup materials?  Reviewed: 

Legal review required?  Yes  ✓ No  If yes, counsel’s initials: 

If not, why not?  No change to legal language

Agenda cover page prepared by: EB  Reviewed by: EB

Submittal sign-off:
Program Manager: EB  Director: 

Amendment Checklist  8/31/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
</table>
| ✔ Are there changes to the master agreement? Have they been reviewed by legal counsel? | Yes
| ✔ Appendix A: is the scope of work consistent with the requirements of the master agreement? | Yes
| ✔ Appendix B: is the fee appropriate to the scope of work? | Yes
| ✔ Is the fee within budget? If not, does it require a budget transfer? | N/A
| ✔ Do the numbers all add up correctly? | Yes
| ✔ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? | Yes
| ✔ Appendix D: are the deliverables sufficient to manage the scope of work? | Yes
| ✔ Appendix E: has the insurance requirement changed? Reviewed by legal counsel? | N/A
| ✔ Coordination: cross-check all items in amendment with one another | |

---

Agenda cover page

<table>
<thead>
<tr>
<th>Reviewed by: Vice President Al Harrison</th>
</tr>
</thead>
</table>
| ✔ Is the type of contract clearly defined? Basic or additional service? | Yes
| ✔ Is the reason for the amendment clearly stated? | Yes
| ✔ Do the amendment amounts match the amended Appendix B? | Yes
| ✔ Are the project title and number included and correct? | Yes
AMENDMENT 3

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
HKIT (Hardison Komatsu Ivelich & Tucker)

September 18, 2007

AMENDMENT 3 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of, Appendix A – Scope of Services of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Additional Services

The following is a summary of tasks to be performed by the consultant.

All professional services listed below are for the PE Complex Portables Project # 850F.

HKIT will coordinate and assist in the layout of the classrooms, the site layout, and requirements for the modular classrooms. HKIT will provide construction documents and a project manual for the site package and coordinate the work of the District’s civil and electrical engineers. HKIT will assist with project bidding and provide construction administration services including three (3) site visits. HKIT will also prepare the required DSA paperwork for the project.

END OF AMENDMENT 3 TO APPENDIX A
AMENDMENT 3 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. **Amount of Compensation for Services to Consultant**

   - Original Long Form Contract Amount $1,145,125
   - Amendment # 1 $363,835
   - Amendment #2 $92,700
     - Item 1. Roof Replacement and Standards; Pomo 4 Bid Documents
     - Item 2. Environmental Landscape Program Relocation Design Services
   - Amendment # 3
     - Coordinate & assist with site and classroom layouts
     - Provide Construction Documents and Project Manual
     - Assist with project bidding and provide construction administration services
   - Total Amendment # 3 $34,000

   **Total Contract Amount** $1,635,660

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 3 to Appendix A – Scope of Services shall not exceed $34,000. Payments made for services authorized under AMENDMENT 3 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 3 TO APPENDIX B
AMENDMENT 3 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 3 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layout, Construction Documents and Construction Administration services for PE Complex Portables Project # 850F</td>
<td>1/15/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 3 TO APPENDIX C
AMENDMENT 3 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

Deliverables for Work Authorized under AMENDMENT 3 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

1. Construction Bid Documents
2. Construction Administration Reports

END OF AMENDMENT 3 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date __________________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By ____________________________ Date __________________

Darr A. Youngdale ____________ Its President

By ____________________________ Date __________________

Thomas C. Brutting ____________ Its Vice-President
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: September 18, 2007
Item & File No. C.14.A

Subject: Contracts and Agreement for Services Report—August 2007

Reason for Board Consideration: 

INFORMATION

Enclosure(s):

Attachment

BACKGROUND:

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0200172</td>
<td>Xerox Corporations Maintenance/Service agreement for Print Shop DCOL12 copier, Serial #FU2009641, period 7-1-2007 to 1-31-2008.</td>
<td>Logistics</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>P0200173</td>
<td>Ikon Office Solutions Maintenance/Service agreement for Print Shop D900K, A5f3v and 564VK copiers, period 7-1-2007 to 1-31-2008.</td>
<td>Logistics</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>P0200176</td>
<td>Easy Permit Postage Mailing/Postal services for the College.</td>
<td>Logistics</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>P0200177</td>
<td>Hutton Sherer Marketing Advertising Design Print advertising for the Fall 2007.</td>
<td>Communications</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>P0200179</td>
<td>Antonia Bava Landscape Architects Drawing of the WaMTEC plans for IVC.</td>
<td>Career Education</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>P0200184</td>
<td>Hutton Sherer Marketing Advertising Design Radio and movie advertising services for the Fall 2007 semester.</td>
<td>Communications</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>P0200186</td>
<td>Marin Independent Journal Advertising services, in the TV Guide section, for the Fall 2007 semester.</td>
<td>Communications</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>P0200187</td>
<td>Poor Ann’s Press Printing services for the College.</td>
<td>Logistics</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>P0200188</td>
<td>Xerox Corporation Maintenance/Service agreement for Serial# KRC556280, for P100CPC Nuvera Digital Copier, July 1, 2007 to January 31, 2008.</td>
<td>Logistics</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>P0200208</td>
<td>Alert Communications Company Advertising campaign services.</td>
<td>Logistics</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>P0200215</td>
<td>Empire Elevator Quarterly maintenance agreement for Kentfield and Indian Valley, from July 1, 2007 to June 30, 2008.</td>
<td>Maintenance</td>
<td>$2,271.16</td>
</tr>
<tr>
<td>P0200224</td>
<td>Empire Elevator Emergency/Service agreement for Kentfield and Indian Valley, from July 1, 2007 to June 30, 2008.</td>
<td>Maintenance</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>P0200225</td>
<td>Cheri Pratt Research services of newspaper articles involving the College.</td>
<td>Communications</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>P0200225</td>
<td>Jennifer Pittman Writing services for bibliographies.</td>
<td>Communications</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------------------------------------</td>
<td>-------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>P0200227</td>
<td>Novato Chamber of Commerce Annual membership services for the College.</td>
<td>Communications</td>
<td>$ 1,100.00</td>
</tr>
<tr>
<td>P0200228</td>
<td>Bay Valley Conference Annual membership services for the College.</td>
<td>Physical Education</td>
<td>$ 2,200.00</td>
</tr>
<tr>
<td>P0200244</td>
<td>Community College League Of California Policy and Procedure re-writing services for the College.</td>
<td>District Wide</td>
<td>$22,450.00</td>
</tr>
<tr>
<td>P0200225</td>
<td>Discovery Office Systems Service/Maintenance agreement for Kyocera Mita Scanner/Copier Serial # M3019158 for Administration Office, Kentfield, includes 187,000 copies and 6 toner cartridges, contract service date 6/30/07 to 6/30/2008.</td>
<td>District Wide</td>
<td>$2,780.45</td>
</tr>
<tr>
<td>P0200248</td>
<td>Community College Leadership Development Initiatives Information and research services for Community Colleges links regarding leadership opportunities sponsored by other organizations.</td>
<td>District Wide</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>P0200249</td>
<td>Law Office of Larry Frierson Legal services for July 2007.</td>
<td>District Wide</td>
<td>$30,710.00</td>
</tr>
<tr>
<td>P0200251</td>
<td>Andrew Fesceks Architect Architectural consulting fees for IVC locker/shower repair project.</td>
<td>Maintenance</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>P0200264</td>
<td>Accountemps Accountant services for the categorical accounts.</td>
<td>Fiscal Services</td>
<td>$38,000.00</td>
</tr>
<tr>
<td>P0200266</td>
<td>Liebert Cassidy &amp; Whitmore Annual membership subscription for Human Resources legal information and services.</td>
<td>Human Resources</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>P0200267</td>
<td>Equal Opportunity Employment Journal, Inc Recruitment advertising in the EOE Journal for October/November 2007.</td>
<td>Human Resources</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>P0200285</td>
<td>Comm Air-Carrier Repair and replacement of valves and re-charge drier cores with Freon on chiller units for Student Services building.</td>
<td>Maintenance</td>
<td>$8,906.12</td>
</tr>
<tr>
<td>P0200289</td>
<td>Marin Fence Repair/replace fence in several areas along the creek.</td>
<td>Maintenance</td>
<td>$3,793.00</td>
</tr>
<tr>
<td>P0200290</td>
<td>Mission Linen &amp; Uniform Service Cleaning and replacement services for Mops at Kentfield and IVC, for 2007-2008.</td>
<td>Custodial</td>
<td>$1,009.80</td>
</tr>
<tr>
<td>P0200291</td>
<td>ECS Imaging, Inc Maintenance/Service agreement for scanning equipment used to scan student information/records.</td>
<td>Admissions &amp; Records</td>
<td>$3,716.30</td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------------------------------------</td>
<td>-----------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>P0200302</td>
<td>Dollar Thrifty Automotive Group, Inc</td>
<td>Physical Education</td>
<td>$2,594.66</td>
</tr>
<tr>
<td></td>
<td>Vehicle rental services for away games, vans for the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Men’s Soccer team, 18 total trips.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200303</td>
<td>Dollar Thrifty Automotive Group, Inc</td>
<td>Physical Education</td>
<td>$1,153.18</td>
</tr>
<tr>
<td></td>
<td>Vehicle rental services for away games, vans for the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Women’s Soccer team, 8 total trips.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200304</td>
<td>Dollar Thrifty Automotive Group, Inc</td>
<td>Physical Education</td>
<td>$4,324.43</td>
</tr>
<tr>
<td></td>
<td>Vehicle rental services for away games, vans for the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Men’s Basketball team, 30 total trips.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200305</td>
<td>Dollar Thrifty Automotive Group, Inc</td>
<td>Physical Education</td>
<td>$2,057.59</td>
</tr>
<tr>
<td></td>
<td>Vehicle rental services for away games, vans for the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Women’s Basketball team, 14 total trips.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200306</td>
<td>De Lage Landen</td>
<td>Maintenance</td>
<td>$3,103.20</td>
</tr>
<tr>
<td></td>
<td>Rental service of Sharp copier for Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200307</td>
<td>Steris Corporation</td>
<td>Life &amp; Earth Sciences</td>
<td>$3,340.16</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenence agreement #80000990/11 for Bronze</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>plus Autoclave Serial Number 11469306, used in biology</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to sterilize tools and equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200308</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Communications</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Print advertising services for the Fall 2007 semester.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200311</td>
<td>Thunder Stages</td>
<td>Physical Education</td>
<td>$5,800.00</td>
</tr>
<tr>
<td></td>
<td>Bus transportation services for the Men’s Football</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>team, 56 passenger bus for 5 away games.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200312</td>
<td>Town Of San Anselmo</td>
<td>Police</td>
<td>$21,449.76</td>
</tr>
<tr>
<td></td>
<td>Police/Emergency dispatch services for the College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200314</td>
<td>Marin County Storm-Water Pollution Prevention Program</td>
<td>Community Education</td>
<td>$1,134.00</td>
</tr>
<tr>
<td></td>
<td>Instructor Fees for CES Course Number 9112 for Summer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2007, Marin Open Gardens Tour, 189 students attended.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200328</td>
<td>HSM Electronic Protection Services</td>
<td>Maintenance</td>
<td>$5,658.18</td>
</tr>
<tr>
<td></td>
<td>Alarm monitoring contract for both Kentfield and IVC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>locations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200331</td>
<td>American Sentry</td>
<td>Maintenance</td>
<td>$1,464.00</td>
</tr>
<tr>
<td></td>
<td>Monitoring services for Student Services panic alarm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>system, for Fiscal year 2007/08.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200343</td>
<td>Jerry Amada</td>
<td>Staff Development</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Flex Workshop presentation for staff.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200350</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Communications</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Writing services for college advertising and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>promotional materials.</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>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0200352</td>
<td>Pitney Bowes Postage By Phone</td>
<td>Logistics</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Postal services for first class postage for mail room, college mail.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200353</td>
<td>K Wilson &amp; Company</td>
<td>Logistics</td>
<td>$1,740.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for Challenge Titan 265 Cutter, $1,740.00 for four preventative maintenance visits and two emergency visits, between September 30, 2007 to September 30, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200354</td>
<td>Alexa McCrea</td>
<td>Logistics</td>
<td>$1,650.00</td>
</tr>
<tr>
<td></td>
<td>Graphic designer services for creating the College Catalog 2007/08.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200356</td>
<td>Cooks Paging</td>
<td>Maintenance</td>
<td>$1,132.31</td>
</tr>
<tr>
<td></td>
<td>Maintenance/service agreement for pagers for the maintenance employees for Fiscal Year 2007/08.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200367</td>
<td>Sausalito Moving &amp; Storage, Inc</td>
<td>Maintenance</td>
<td>$1,965.00</td>
</tr>
<tr>
<td></td>
<td>Moving services for various office changes at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200368</td>
<td>Sausalito Moving &amp; Storage, Inc</td>
<td>Maintenance</td>
<td>$1,145.00</td>
</tr>
<tr>
<td></td>
<td>Moving services for various office changes at both the Kentfield and IVC Campus locations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200380</td>
<td>Professional Personnel Leasing, Inc</td>
<td>College Operations</td>
<td>$7,290.00</td>
</tr>
<tr>
<td>P0200383</td>
<td>Marin Sanitary Service</td>
<td>Maintenance</td>
<td>$17,000.00</td>
</tr>
<tr>
<td></td>
<td>Garbage removal services at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200395</td>
<td>Community College League of California</td>
<td>District Wide</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Policy and Procedure writing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200418</td>
<td>San Joaquin Chemicals</td>
<td>Maintenance</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service agreement for Kentfield and IVC, monthly HVAC water treatment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Restricted</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200419</td>
<td>Regent Education</td>
<td>Financial Aid</td>
<td>$9,800.00</td>
</tr>
<tr>
<td><strong>Childcare</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200180</td>
<td>Bay Area Nonviolent Communication</td>
<td>Child Care</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Speaker/Trainer for nonviolent communication of Child Care employees on August 14, 2007.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND:

In March 2007, the Board of Trustees was informed of the progress being made to address the various safety concerns identified in the Statewide Association of Community Colleges (SWACC) Property and Liability Inspection conducted in June 2006. The inspection identified thirteen high priority items and one hundred and fifty-two medium priority items.

In July 2007, SWACC conducted a follow-up visit to review the progress made to rectify the items identified during the initial visit, particularly those listed as high priority. The follow-up report noted progress in several areas and did not identify further high priority concerns. Copies of the follow-up report and an updated initial report have been provided to the Board.

Below is an update of status of the items listed in the original report:

<table>
<thead>
<tr>
<th>High Priority Items - 13</th>
<th>Medium Priority Items - 152</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed</td>
<td>Completed</td>
</tr>
<tr>
<td>6</td>
<td>97</td>
</tr>
<tr>
<td>Assigned &amp; Pending Completion</td>
<td>Assigned &amp; pending completion</td>
</tr>
<tr>
<td>6</td>
<td>52</td>
</tr>
<tr>
<td>No Decision Made</td>
<td>No Decision made</td>
</tr>
<tr>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

Since the last update, significant progress has been made to address the extension cord and electrical concerns. Other power concerns will be addressed as they are identified, and bond projects and renovations will upgrade electric in those buildings. Most of the items identified in the PE area will be addressed with the bond project, scheduled to start in the Spring. Maintenance continues to work to address the medium concern items as work loads allow. Staff will be contacting management staff for updates on progress at the department level now that the semester has started. With the departure of MSAT, the items identified in the Miwok Cluster at IVC are resolved and the building is not currently in use. The Bolinas dock remains open; however, signs are clearly posted to use at own risk.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>September 18, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.14.C</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Fourth Quarter Financial Status Report and CCFS-311 Q for 2006/07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td>Enclosure(s):</td>
<td>CCFS-311Q</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The CCFS-311Q report is attached for review. Staff is available to answer any questions.

Administrator Initiating Item  
Albert J. Harrison II, Vice President – College Operations
<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2023</td>
<td>$500</td>
</tr>
<tr>
<td>01/31/2024</td>
<td>$750</td>
</tr>
<tr>
<td>02/28/2024</td>
<td>$1000</td>
</tr>
</tbody>
</table>

**Explanation:**

1. **Repayment Plan Details:**
   - Initial Payment: $500 on 12/31/2023
   - Additional Payment: $250 on 01/31/2024
   - Final Payment: $1000 on 02/28/2024

2. **Total Repayment:**
   - $2250

---

**Current Status:**

- Amount Due: $0
- Payment Status: Completed
Certiﬁcation

To the best of my knowledge, the data contained in this report are correct.

Date: 4/18/07

President of the Board

Date: 4/18/07

District Superintendent

Date: 4/18/07

District Chief Business Ofﬁcer

Date: 4/18/07

[Handwritten text]

To the best of my knowledge, the data contained in this report are correct.

Date: 4/18/07

President of the Board

Date: 4/18/07

District Superintendent

Date: 4/18/07

District Chief Business Ofﬁcer

Date: 4/18/07

[Handwritten text]
### College of Marin
### General Fund
### For the Twelve Months Ending June 30, 2007

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>$3,434,163.00</td>
<td>$3,142,232.69</td>
<td>91.50%</td>
</tr>
<tr>
<td>State</td>
<td>7,574,118.00</td>
<td>7,974,992.99</td>
<td>105.29%</td>
</tr>
<tr>
<td>Local</td>
<td>41,549,420.00</td>
<td>40,710,211.94</td>
<td>97.74%</td>
</tr>
<tr>
<td>Interfund Transfers In</td>
<td>8,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>52,665,701.00</td>
<td>51,827,437.82</td>
<td>98.41%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>19,505,515.00</td>
<td>20,532,800.75</td>
<td>105.27%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>10,894,220.00</td>
<td>10,273,241.86</td>
<td>94.30%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>9,568,383.44</td>
<td>9,528,940.45</td>
<td>99.59%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>1,296,922.00</td>
<td>813,291.57</td>
<td>62.71%</td>
</tr>
<tr>
<td>Other Operating Expense and Services</td>
<td>5,882,423.56</td>
<td>4,705,293.72</td>
<td>79.99%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,468,151.00</td>
<td>1,046,868.24</td>
<td>74.34%</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>4,053,975.00</td>
<td>3,272,454.33</td>
<td>80.74%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>52,608,690.00</td>
<td>50,172,891.54</td>
<td>95.37%</td>
</tr>
</tbody>
</table>

Catalog ID: Summary by Objct
<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>$300.00</td>
<td>$270.00</td>
<td>90.00%</td>
</tr>
<tr>
<td>State</td>
<td>3,203,798.00</td>
<td>3,932,474.83</td>
<td>122.74%</td>
</tr>
<tr>
<td>Local</td>
<td>38,301,378.00</td>
<td>38,557,434.79</td>
<td>100.67%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>41,505,476.00</td>
<td>42,490,179.62</td>
<td>102.37%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>17,823,766.00</td>
<td>18,681,514.54</td>
<td>104.81%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>9,101,599.00</td>
<td>8,645,588.93</td>
<td>94.99%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>8,665,000.00</td>
<td>8,640,682.81</td>
<td>99.72%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>592,985.00</td>
<td>475,060.75</td>
<td>80.11%</td>
</tr>
<tr>
<td>Other Operating Expense and Services</td>
<td>4,977,374.00</td>
<td>4,108,291.18</td>
<td>82.54%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>163,169.00</td>
<td>357,839.40</td>
<td>195.36%</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>130,724.00</td>
<td>110,188.94</td>
<td>84.28%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>41,474,737.00</td>
<td>41,019,166.55</td>
<td>98.90%</td>
</tr>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>% of Budget</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------</td>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>$1,305,150.00</td>
<td>$1,305,950.54</td>
<td>100.06%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>1,305,150.00</td>
<td>1,305,950.54</td>
<td>100.06%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>440,455.00</td>
<td>497,907.16</td>
<td>113.04%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>352,582.00</td>
<td>279,002.65</td>
<td>79.13%</td>
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<tr>
<td>Employee Benefits</td>
<td>179,941.00</td>
<td>179,220.30</td>
<td>99.60%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>91,400.00</td>
<td>72,354.72</td>
<td>79.16%</td>
</tr>
<tr>
<td>Other Operating Expense and Services</td>
<td>204,500.00</td>
<td>200,794.55</td>
<td>98.19%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>10,000.00</td>
<td>17,080.48</td>
<td>170.50%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>1,278,878.00</td>
<td>1,246,329.86</td>
<td>97.45%</td>
</tr>
</tbody>
</table>
College of Marin
Restricted
For the Twelve Months Ending June 30, 2007

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>$3,433,863.00</td>
<td>$3,141,962.69</td>
<td>91.50%</td>
</tr>
<tr>
<td>State</td>
<td>4,370,320.00</td>
<td>4,042,516.16</td>
<td>92.50%</td>
</tr>
<tr>
<td>Local</td>
<td>2,042,892.00</td>
<td>646,826.61</td>
<td>41.45%</td>
</tr>
<tr>
<td>Interfund Transfers In</td>
<td>8,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>9,855,075.00</td>
<td>8,031,307.66</td>
<td>81.49%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>1,241,274.00</td>
<td>1,353,379.05</td>
<td>109.03%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>1,439,939.00</td>
<td>1,348,650.30</td>
<td>93.66%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>723,442.44</td>
<td>709,037.34</td>
<td>98.01%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>612,337.00</td>
<td>265,875.10</td>
<td>43.41%</td>
</tr>
<tr>
<td>Other Operating Expense and Services</td>
<td>700,549.56</td>
<td>398,207.99</td>
<td>56.56%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,214,382.00</td>
<td>671,978.36</td>
<td>55.31%</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>3,922,331.00</td>
<td>3,162,265.09</td>
<td>80.62%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>9,855,075.00</td>
<td>7,907,395.13</td>
<td>80.24%</td>
</tr>
</tbody>
</table>