

COLLEGE OF

MARIN

**BOARD OF TRUSTEES
SPECIAL MEETING AGENDA
BOARD RETREAT**

FEBRUARY 6, 2009

COLLEGE OF
MARIN

SPECIAL BOARD MEETING

BOARD RETREAT

Friday, February 6, 2009

8:00 a.m. to 5:30 p.m.

**Marin Community Foundation
Oak Room
5 Hamilton Landing, Suite 200, Novato**

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

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact 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. Public comment presentations will be limited to no more than 3 minutes each.

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

AGENDA

8:30 a.m. CALL TO ORDER, ROLL CALL AND ADOPTION OF AGENDA

COMMENTS FROM THE PUBLIC

NEW BUSINESS

Purpose: Provide an opportunity for the Board of Trustees to review Board self-evaluation, Board effectiveness and college planning.

ADJOURNMENT

College of Marin
Special Board Meeting
Board of Trustees Retreat Agenda
February 6, 2009 (8:00 a.m. to 5:30 p.m.)
Marin Community Foundation
Oak Room
5 Hamilton Landing, Suite 200, Novato

Coffee (8:00 to 8:30 a.m.)

- I. Call to Order, Roll Call and Adoption of Agenda (8:30 to 8:40 a.m.)
- II. Comments from the Public (8:40 to 8:50 a.m.)
- III. Retreat Agenda Overview – *Board President Kranenburg (8:50 to 9:00 a.m.)*
- IV. Develop Board Objectives and Protocols – *Trustees Kranenburg and Paterson (9:00 to 10:30 a.m.)*
 - A. Review Current Goals/Objectives 08/09
 - B. Board Budget Priorities
 - 1. Unfunded Liability
 - 2. Equity Study
 - 3. Reserve Level
 - C. Review/Discuss Pasadena District Model
 - D. Establish BOT “rules of the road”

Break (10:30 to 10:45 a.m.)

- V. Discussion – *Trustees Treanor and Hayashino and President White (10:45 a.m. to 12:00 p.m.)*
 - A. Naming and Fundraising Proposal
 - B. Foundation MOU and Structure
 - C. Next Steps and Board Direction

Working Lunch (12:00 to 1:00 p.m.)

- VI. Institutional Planning Updates – *F. White, N. Chang, Y. Bellisimo, R. Kennedy, B. Blackman (1:00 to 3:00 p.m.)*
 - A. Program Review Outcomes 2008 (15 minutes) – *Yolanda Bellisimo*
 - B. Educational Research Data and the “5 Pathways” (15 minutes) – *Robert Kennedy*
 - C. Education Master Plan 2009 – 2019 (20 minutes) – *Nick Chang*
 - D. Integrated Planning Process Model (20 minutes) – *Bernie Blackman*

E. Strategic Planning Process 2009-2012 (15 minutes) – Nick Chang & Yolanda Bellisimo

Break (3:00 to 3:30 p.m.)

VII. Asset Management Planning Updates - F. White (3:30 to 5:00 p.m.)

A. Review and Discuss Proposals for IVC and Kentfield

VIII. Review Retreat Outcomes, Assignments and Next Steps (5:00 to 5:20 p.m.)

Recess to Regular Meeting (5:20 p.m.)

IX. Regular Meeting (5:20 to 5:30 p.m.)

A. Call to Order

B. Approve Short-Term Hourly Positions

C. Approve Agreement with Cardaronella Stirling Associates (CSA) for Strategic Development Assessment

D. Approve California Pacific Medical Center Hospital Experience Agreement

X. Adjournment (5:30 p.m.)

Dinner (6:00 p.m.)

BOARD GOALS AND BUDGET PRIORITIES 2008/2009: EMERGING ISSUES

APPROVED AT SEPTEMBER 18, 2007 BOARD MEETING

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
BOARD OF TRUSTEES**

Meeting Matrix

July	Board Retreat
August	Final Budget Approval Constitution Day – September 17 Approve Board Budget Goals & Priorities
September	Hispanic Heritage Month EEIF Proposals
October	CEO Salary Survey
November	Community College League of California (CCLC) Annual Conference Discussion of Potential New Board Officers
December	Organizational Meeting Review Compensation Policy COM Foundation Report
January	CCLC Legislative Conference – Sacramento Request COC Applications
February	Board Retreat – Board Goals Black History Month Engineers’ Week ACCT – Legislative Conference, Washington, D.C. Citizens’ Oversight Committee Reappointments EEIF Proposals
March	Review Mission Statement Women’s History Month Selection of Auditor
April	Begin Development of Board Goals & Priorities for Following Year Approve Mission Statement Citizens’ Oversight Committee Report CCCT Board Election Establish Process for CEO Evaluation of Goals and Progress
May	Classified School Employees Week Board Budget Workshop Receive Recommendations from IPC & BC CCLC Annual Trustees Conference Complete CEO’s Evaluation Resolution in Recognition of Student Trustee’s Service
June	Tentative Budget Approval Discuss CEO Evaluation COM Foundation Report

College of Marin BOT and College Planning & Budget Calendar 2008-09

Month	Board of Trustees	Administrative Review	Budget
July		<ul style="list-style-type: none"> Complete and publish end of year assessment 	<ul style="list-style-type: none"> Revise Tentative Budget for Final Budget State Final Budget with District Review Final Deadline for the Addition of New Positions District begins spending on Tentative Budget
August	<ul style="list-style-type: none"> Approve Final Budget 	<ul style="list-style-type: none"> Enter 08-09 Objectives & Activities based on College Goals & Strategic Initiatives 	<ul style="list-style-type: none"> Draft of Final Budget Document Available for Review Year-End Close BOT adopts final budget
September	<ul style="list-style-type: none"> Board Retreat 	<ul style="list-style-type: none"> Complete 08-09 entries Review of 08-09 entries by ODP 	
October		<ul style="list-style-type: none"> Review 08-09 plans & assessment by Supervisors 	
November		<ul style="list-style-type: none"> Begin new work plan for 09-10 Meet with staff & begin 09-10 planning Develop Objectives & Activities based on College Goals & Strategic Initiatives 	

College of Marin BOT and College Planning & Budget Calendar 2008-09

Month	Board of Trustees	Administrative Review	Budget
December		<ul style="list-style-type: none"> Enter objectives & activities for 09-10 in TracDat 	<ul style="list-style-type: none"> Begin preparation of budget information Development of Budget Calendar by budget Committee
January	<ul style="list-style-type: none"> Board Planning Retreat Educational Master Plan Update Program Review Update Review Strategic Plan Establish Budget Priorities 	<ul style="list-style-type: none"> Review plans by Supervisors & VP's Review College plans by ODP Review by Superintendent/President Admin Plan to IPC for comment. 	<ul style="list-style-type: none"> Analyze of Prior Year Revenues and Expenditures Approval of Budget Calendar by Board of Trustees
February	<ul style="list-style-type: none"> Review Budget Calendar 	<ul style="list-style-type: none"> Administrative requests for resources identified and evaluated Update status of 08-09 plans in TracDat ODP prepares report to Superintendent/President 	<ul style="list-style-type: none"> Develop of Revenue Projections Development of Budget Guidelines
March			<ul style="list-style-type: none"> Review Revenue and Expenditure Calculations with Board and College Budget Committee Reconcile of the Position Control File; all Funds, all positions Salary and Benefit Projections to the Departments Approval of Budget Guidelines Board of Trustee Budget Workshop

College of Marin BOT and College Planning & Budget Calendar 2008-09

Month	Board of Trustees	Administrative Review	Budget
April		<ul style="list-style-type: none"> Begin end of year 08-09 assessment 	<ul style="list-style-type: none"> Final Deadline for the Addition of New Positions Review & Prioritize new requests if additional funds are available for distribution
May	<ul style="list-style-type: none"> Budget Workshop 		<ul style="list-style-type: none"> Review & prioritize new requests if additional funds are available for distribution Draft of Tentative Budget
June	<ul style="list-style-type: none"> Tentative Budget Review 	<ul style="list-style-type: none"> Complete and publish end of year assessment 	<ul style="list-style-type: none"> Board and College Budget Committee Review of Tentative Budget Document Tentative Budget Adopted by Board of Trustees (2009/2010) changes in unit allocation and FT positions will affect schedule of Spring 2010 – already too late for Fall 2009 because students will start registering for Fall 2009 in April 2009; by May 2009, Spring 2010 is already being input into Banner)
July			
August	<ul style="list-style-type: none"> Approve Final Budget 		
September	<ul style="list-style-type: none"> Board Retreat 		
October			
November			



PASADENA AREA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES BYLAWS

Title: Trustees Code of Ethics (Including Student Trustee)
Legal Authority: Board of Trustees Minutes, August 17, 1994;
September 3, 1997

Bylaw No. 1450
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In support of the mission and goals of the College, the Board of Trustees of Pasadena City College adopts this code of Ethics in order to promote and secure the Board's commitment to quality education:

1. Understanding that the Board can legally function only as a group, each member should exercise appropriate care to speak as a member of the Board and accurately represent Board policy to the community. Personal opinions should be identified as such.
2. It is recognized that Trustees may from time to time have to balance the special needs and desired advantages of their own areas with the good of the entire community college district and its student population. Each Trustee shall, as to such matters, make a particular effort to consider all of the facts and arrive at a sound and fair conclusion.
3. Board members should recognize that the Board makes policy and employs the Superintendent/President to administer the policies. Rather than dealing directly with the staff, it is appropriate for Board members to take their concerns directly to the Superintendent/President. (See attached Protocols.)
4. Trustees should understand that while each Board member has the right, if not the duty, to speak strongly as to issues, a demonstration of respect and consideration for each other, the College staff, and members of the community, will facilitate positive decision making at the College. (See attached Norms.) Attempts should be made to re-establish collegial communications in the event that violations of norms are perceived to have occurred.
5. Trustees should commit appropriate and reasonable time to College governance; support the College in the community; and make reasonable attempts to maintain and upgrade their governance skills. To this end they should willingly participate in such educational conferences and workshops as will be appropriate for the respective Trustees. Each trustee is encouraged to attend at least one meeting of a professional association of his/her choice, such as the California Community College League, during each four-year, elected term.
6. Trustees should be aware of the California laws governing conflicts of interest of public officials. In addition to the laws, Trustees should also be aware of activities that create the perception of favoritism or personal gain. Public perceptions that Board members are furthering their own interests rather than those of the District do harm to the College.
7. Board members shall maintain confidentiality as to closed sessions. While most of what the Board does is and should be public, closed session confidentiality is required. Of prime importance are such closed session matters as the hiring and dismissing of personnel, collective bargaining with employee groups, real property sales and purchases, liability claims against the district, and other closed session items. Further,

the Board will be deprived of a frank exchange of views if Board members breach confidentiality with the result that other Board members will thereafter refrain from such exchanges. (See attached Norms.)

8. The Board president and the Superintendent/ President are authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations by a member of the Board of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the District Attorney or Attorney General as prescribed by law.
9. Violation of the Board's Code of Ethics will be addressed by the Board president, who will first discuss the violation with the trustee to seek to reach a resolution. If resolution is not achieved and further action is deemed necessary, the Board president may appoint an ad hoc committee to examine the matter and recommend further courses of action to the Board. Sanctions will be determined by the Board officers and may include a recommendation to the Board to censure the trustee. If the president of the Board is perceived to have violated the Code of Ethics, the vice president of the Board is authorized to pursue resolution.

**PASADENA AREA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
BOARD PROTOCOLS**

1. Protocol For Responding To Needs Or Complaints Expressed To An Individual Board Member
 - a. Be accessible; listen respectfully and impartially.
 - b. If the concern is not urgent or does not have policy implications:
 - (1) Refer the individual or group to the appropriate college process/person.
 - (2) Do not make any promises to the individual or group.
 - (3) Do not attempt to solve the problem
 - (4) Inform the College President and receive clarification.
 - c. If the concern is urgent or could have policy implications:
 - (1) Refer the individual or group to the appropriate college process/person.
 - (2) Do not make any promises to the individual or group.
 - (3) Do not attempt to solve the problem.
 - (4) Inform the College President and receive clarification.
 - (5) The College President will alert the Board President.
 - (6) Board officers, with the College President, will decide how to handle the issue.
 - (a) May request written report.
 - (b) May place on the Board agenda for further discussion.
2. Protocol For Responding To Needs Or Complaints Expressed In Board Meetings During Public Comment On Non-Agenda Items
 - a. The Board President thanks the speaker(s) and acknowledges that the need or complaint has been heard by the Board.
 - b. If appropriate, the Board President may make a brief statement about the issue.
 - c. The Board President will ask the College President if there is any comment from the Administration.
 - d. The Brown Act prohibits the Board from discussing or taking action on any item not on the agenda, but members may make a brief comment or ask questions in response to public comments.
 - e. The Board President will ask the College President to look into the issue and report back to the Board. The Board President will determine what form the report will take (e-mail, formal written report, etc.)
 - f. After receiving the report from the administration, the Board may decide to place the issue on a future Board agenda.
3. Protocol For Responding To Concerns Expressed During A Crisis
 - a. Be respectful; listen respectfully and impartially.
 - b. Refer the individual or group to the appropriate college process/person.
 - c. Do not make any promises to the individual or group.
 - d. Do not attempt to solve the problem.
 - e. Inform the College President and receive clarification.
 - f. The College President will alert the Board President.
 - g. Board officers, with the College President, will decide how to handle the issue.
 - h. Any written communication with the individual or group expressing the concern, or with the media, will be made by the College President and/or the Board President.
 - i. The Board may request a more formal investigation of the concerns.

4. Protocol For The Confidentiality Of Closed Sessions

- a. The confidentiality of Closed Session creates a safe space for the candid discussion of appropriate topics.
- b. All participants in Closed Session are required to maintain the absolute confidentiality of Closed Session discussions.
- c. Any suspected breach of Closed Session confidentiality should be referred to the Board President immediately in accordance with Bylaw 1450.

**PASADENA AREA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

BOARD NORMS

In public session:

1. Assume everyone means well.
2. Listen with an open mind; be open to new ideas; try it on.
3. Allow all opinions to be heard without interruption.
4. Demonstrate respect and support for one another.
5. Hold yourself accountable: be responsible; do your homework and follow through on assignments.
6. Approach issues professionally, not personally.
7. Seek consensus that is in the best interest of PCC.

In closed session:

1. Assume everyone means well.
2. Listen with an open mind; be open to new ideas; try it on.
3. Allow all opinions to be heard without interruption.
4. Demonstrate respect and support for one another.
5. Hold yourself accountable: be responsible; do your homework and follow through on assignments.
6. Approach issues professionally, not personally.
7. Seek consensus that is in best interest of PCC.
8. Honor absolute confidentiality.
9. Create a safe space for open discussion and frank discussion through check in/check out (start and finish of session).

The CSBA Effective Governance System

I. THE TRUSTEE - INDIVIDUAL'S ATTITUDE

- I represent the needs of *all* children.
- I understand that authority is *only* with the board as a whole, and work hard to build and sustain an effective governance team.
- I understand that manner and behavior make a difference.
- I respect the diversity of perspective and styles on the board, among the staff and in the community.
- I understand the role and responsibilities of the board.
- I keep confidential material confidential.
- I strive to understand the educational system, the district's mission, policies and guidelines.
- I work hard and commit the time and energy required to be effective.



II. THE GOVERNANCE TEAM - AT THE BOARD TABLE

Unity of Purpose

- We focus and remain on-task and consistent.
- We communicate a common vision.
- We operate with integrity and trust.
- We treat everyone with dignity and respect.
- We govern within board policies, standards and ethics.
- We take collective responsibility for the board's performance.
- We ensure that the multiple voices of the community inform board deliberations.

ROLE

CULTURE

STRUCTURE & PROCESS

III. THE BOARD'S RESPONSIBILITIES

We set the direction.

We establish the structure.

We provide support.

We ensure accountability.

We act as community leaders.

Job Areas

1. Setting the District's Direction
2. Student Learning and Achievement
3. Finance and Facilities
4. Human Resources
5. Policy and Judicial Review
6. Collective Bargaining
7. Community Relations and Advocacy

STUDENT ACHIEVEMENT AND LEARNING

Current Trends and Issues in Public Education System

MEMORANDUM OF UNDERSTANDING

This agreement is entered into by and between the College of Marin Foundation (hereinafter referred to as “Foundation”) and the Marin Community College District (hereinafter referred to as “District”).

The Mission of the College of Marin Foundation is to build community awareness in order to focus resources in support of student success at College of Marin.

The College of Marin’s mission is to provide educational opportunities for all students and community members: preparation for transfer to four-year schools and universities, workforce education, basic skills improvement, intellectual and physical development, and cultural enrichment. The College is committed to responding to community needs by offering student-centered programs and services in a supportive, innovative learning environment. The College of Marin pledges educational excellence to all members of our diverse community.

WHEREAS, Foundation was established, organized and currently functions as a nonprofit, public benefit corporation and is not organized for the private gain of any person; and

WHEREAS, Foundation exists solely for the purpose of providing support to the College and District through the solicitation and raising of funds devoted to the use of the College, the District and the students thereof; and

WHEREAS, the Foundation and the District wish to work cooperatively for the ultimate gain of the College and District;

The parties agree as follows:

1. Foundation will devote its best efforts to raise funds for the exclusive benefit of the College and District, and the students thereof; and to seek and provide other nonmonetary support, such as equipment acquisition, in-kind contributions, event sponsorship, advocacy within the community, to the College and District:
2. In consideration for the efforts of the Foundation, District agrees to provide support to Foundation as follows:
 - a. printing, duplicating, mailing, postage services, and joint publications
 - b. marketing and communications assistance
 - c. technology assistance
 - d. assistance to Foundation staff on an as needed basis
 - e. visible and accessible office facilities and maintenance of these facilities; and
 - f. telephone equipment and services

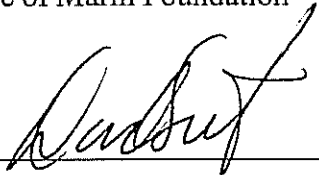
On an annual basis, the Board of Trustees will establish program priorities and initiatives for funding. The Superintendent/President will communicate these priorities for fundraising at an annual joint meeting of the Foundation and District, no later than September 30 of each academic year.

The parties agree that at all times and for all purposes of this Agreement, neither party is an agency or representative of the other, and that each party maintains its status as a separate, individual, nonaffiliated entity.

This Agreement may be terminated by either party by providing 90 days written notice of termination.

The Memorandum of Understanding will be reviewed annually.

College of Marin Foundation

By: 

Date: 12-13-05

Marin Community College District

By: 

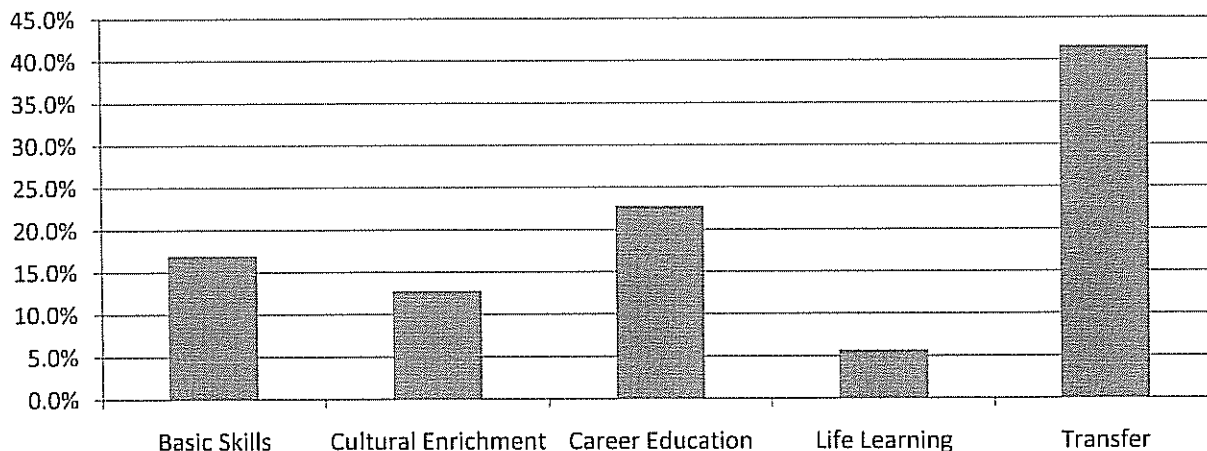
Date: 12/13/05

College of Marin Pathways

Allocation of Resources

Based on Teaching Units Summer 2004 - Spring 2008

Both Campuses



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Detail Distribution of Courses to Pathways	21 Pages

Prepared by Robert Kennedy

1/23/2009

Analysis of Student Pathways at the College of Marin

Basic Overview of Pathways

Allocation of Resources

Based on Teaching Units Summer 2004 - Spring 2008
Both Campuses

Pathway	Percent of Total Teaching Units	Percent of Total WSCH	WSCH per FTE (Load)	Change in WSCH Fall 04 to Fall 07
Basic Skills	17.0%	14.1%	315.27	-14.8%
Cultural Enrichment	12.8%	14.7%	425.69	-7.7%
Career Education	22.8%	20.0%	339.83	-6.0%
Life Learning	5.7%	7.8%	522.79	-6.1%
Transfer	41.7%	43.5%	397.43	-8.1%
Percent of Teaching Units at IVC	11.9%	10.6%		
Percent of Teaching Units at IVC in Career Education	77.9%	78.1%		

Notes

This analysis uses internal College of Marin data from Summer 2004 - Spring 2008.

Student profiles and demographics are based on students enrolled during the Fall 2007 semester.

If a student was enrolled in any course within a pathway during the Fall 2007 semester he/she is considered to be part of that pathway. One student can be included in several pathways.

A list of the course - pathway allocation is available.

Definitions of Table Headings

Pathway by Area - Distribution of the Pathways 2004-07 Teaching Units by "Sub-area".

Units taken in Pathway - Percent of Total 2007 Units Taken by a Pathway Student in the Pathway (all Areas).

Average Units Taken - Average Units Taken by the Pathway Students (Courses Taken in all Pathways).

Less Than 30 Units -

60 or More Units - Total Units Completed by a Pathway Student by the End of Fall 2007.

Students of Color -

Female Students -

English as the Primary Language -

Students Under 27 Years Old -

Students Over 42 Years Old - Students Taking at Least One Pathway Course During the Fall 2007

Distribution of Courses to Pathways

The distribution of courses to the various pathways has been made based on the broad pathway definitions. Most of the courses easily fall into pathways based upon those definitions. Only credit courses were distributed to a pathway. The following specific rules were used:

Transfer

All IGETC courses were included in the Transfer Pathway regardless of area.

Only transferable Math (above Math 103) and transferable English (above English 120) were included in the Transfer Pathway.

Courses required as a lower division work for a transfer major were included in the Transfer Pathway. For example, CIS 110 is required for Business majors within the CSU system and was therefore included in the Transfer Pathway. All other CIS courses were included in the Career Education Pathway.

Cultural Enrichment

Includes studio and performance courses in art, music and drama.

Does not include IGETC courses.

Does not include courses that have direct or indirect vocational application, e.g. courses in multimedia, interior design, etc.

Life Learning

Includes all P.E. except intercollegiate athletics.

Includes all conversational language courses.

Includes most fee based courses (not a part of this study data).

Basic Skills

Includes all English courses through English 120, and all math courses through Math 103.

Includes all credit ESL courses.

Includes some basic-level, non-transferable courses in other areas such as keyboarding and BIO 99.

Includes counseling, library and general work experience courses.

Career Education

Includes all courses that are part of workforce development and lead to a degree, certificate and/or direct employment.

Excludes all IGETC courses.

Includes courses that work together to enhance employment or entrepreneurial goals. For example, courses in video, multimedia, CIS, and general business.

Demographic Overview by Pathway

Based on Fall 2007 Students

Units, Gender and Language

Pathways	Pathway by WSCH Fall 2004-Spring 2007	For Students Taking at Least One Course in the Pathway Area					
		Units Taken in Pathway	Average Units Taken	Less Than 30 Units	60 or More units	Female Students	English as Primary Language
Basic Skills	14.1%	34.3%	9.3	68.7%	10.0%	55.9%	73%
Cultural Enrichment	14.3%	56.7%	6.5	58.1%	20.1%	67.1%	90%
Career Education	20.3%	56.2%	7.2	64.6%	16.7%	58.1%	82%
Life Learning	7.8%	22.7%	6.9	62.5%	16.7%	55.3%	89%
Transfer	43.5%	70.7%	9.0	63.4%	14.3%	57.8%	88%

Ethnicity and Age

Pathways	For Students Taking at Least One Course in the Pathway Area										
	Asian	Black	Hispanic	Causation	Other	12 to 17	>17 to 22	>22 to 27	>27 to 42	>42 to 52	>52
Basic Skills	10.8%	8.4%	21.5%	46.9%	12.4%	0.9%	43.3%	17.2%	21.1%	10.9%	6.6%
Cultural Enrichment	6.7%	3.6%	6.7%	74.1%	8.9%	1.3%	22.7%	11.0%	14.1%	13.4%	37.5%
Career Education	6.9%	6.3%	16.9%	58.5%	11.4%	0.3%	23.8%	17.0%	28.3%	18.8%	11.7%
Life Learning	6.7%	6.0%	10.1%	68.1%	9.1%	0.2%	30.1%	11.0%	19.1%	12.6%	27.0%
Transfer	8.5%	5.6%	12.7%	61.7%	11.5%	4.1%	40.8%	20.5%	19.9%	8.4%	6.4%

Transfer Pathway by Area

41.7% of 2004-07 teaching units

Area	Pathway by Area (Teaching Units)	For Students Taking at Least One Course in the Pathway Area									
		Units Taken in Pathway	Average Units Taken	Less Than 30 Units	60 or More Units	Students of Color	Female Students	English as Primary Language	Students Under 27	Students Over 42	
Arts and Humanities	19.6%	73.2%	10.1	60%	17.1%	36.4%	57.4%	88%	69%	16.1%	
English and Communications	11.1%	73.8%	11.29	45%	19.6%	36.3%	57.1%	89%	76%	7.4%	
Math and Computer Science*	8.3%	81.1%	11.27	50%	22.0%	40.9%	44.1%	85%	78%	4.7%	
Physical and Biological Science	31.9%	77.1%	10.02	56%	16.8%	37.4%	61.2%	88%	67%	11.5%	
Social and Behavioral Science	29.1%	0.0%	10.23	66%	11.9%	42.4%	54.2%	87%	73%	10.9%	

*English 120 and below and Math 103 and below are included in the Basic Skills Pathway

Basic Skills Pathway by Area

17.0% of 2004-07 teaching units

Area	Pathway by Area (TU)	For Students Taking at Least One Course in the Pathway Area									
		Units Taken in Pathway	Average Units Taken	Less Than 30 Units	60 or More units	Student of Color	Female Students	English as Primary Language	Students Under 27	Students Over 42	
Basic Math/TECH	40.3%	30.1%	9.56	65%	11.8%	44.3%	55.8%	14%	62%	18.1%	
Basic ENGL/ESL	59.7%	43.4%	9.86	76%	6.5%	63.0%	54.3%	38%	66%	13.3%	

Cultural Enrichment Pathway by Area

12.8% of 2004-07 teaching units

Area	For Students Taking at Least One Course in the Pathway Area									
	Pathway by Area (TU)	Units taken in Pathway	Average Units Taken	Less Than 30 Units	60 or More units	Student of Color	Female Students	English as Primary Language	Students Under 27	Students Over 42
Visual	49.4%	59.8%	7.82	55%	22.4%	23.6%	72.9%	91%	37%	50.2%
Performing	50.6%	54.1%	5.55	60%	18.6%	28.0%	62.8%	89%	35%	50.2%

Career Education Pathway by Area

22.8% of 2004-07 teaching units

Area	For Students Taking at Least One Course in the Pathway Area									
	Pathway by Area (TU)	Units taken in Pathway	Average Units Taken	Less Than 30 Units	60 or More units	Student of Color	Female Students	English as Primary Language	Students Under 27	Students Over 42
Vocational	60.1%	69.0%	7.43	61%	20.8%	39.9%	68.9%	80%	39%	27.4%
Creative - Technical	39.9%	40.5%	7.18	67%	13.4%	44.0%	47.6%	83%	44%	32.5%

Life Learning Pathway by Area

5.7% of 2004-07 teaching units

Area	For Students Taking at Least One Course in the Pathway Area									
	Pathway by Area (TU)	Units taken in Pathway	Average Units Taken	Less Than 30 Units	60 or More units	Student of Color	Female Students	English as Primary Language	Students Under 27	Students Over 42
Physical	89.4%	21.7%	6.99	61%	17.1%	32.7%	54.4%	88%	42%	38.8%
Intellectual	10.6%	42.5%	6.47	78%	13.6%	19.8%	66.7%	98%	31%	50.6%

Descriptive View of Pathway Students

Description of a Basic Skills Pathway Student

As a group, Basic Skills pathway students, are students of color who are relatively young . Twenty seven percent of these students do not have English as their primary language. These students average more than 9 units per semester. The majority are female. Over 2/3 of these students have completed less than 30 units. Two thirds of the courses they take are outside of the Basic Skills pathway area.

Description of a Cultural Enrichment Pathway Student

As a group, Cultural Enrichment pathway students , are less ethnically diverse and older than students in other pathways. Over 37% of them are over 52 years old. These students average about two courses per semester. Two thirds of these student are Female. Most students have completed less than 30 units, however, 20% of them have completed more than 60 units. Over 55% of the courses are taken by these students are within the Cultural Enrichment pathway.

Description of a Career Education Student

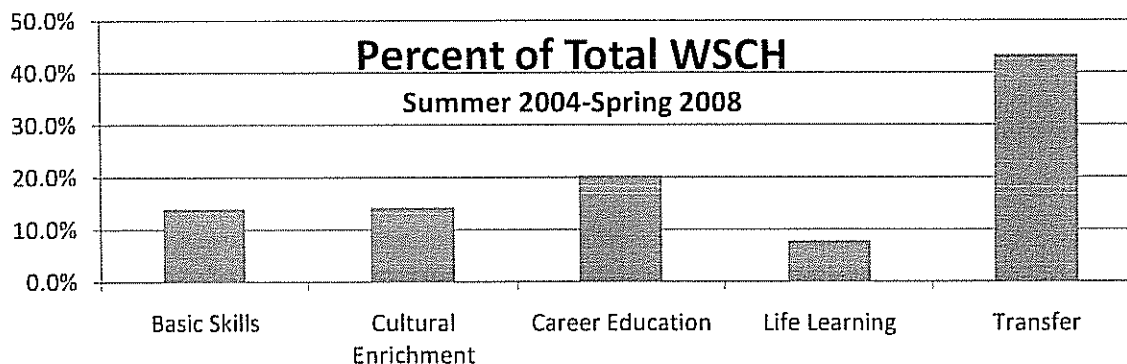
As a group, Career Education pathway students, are an ethnically diverse group with a wide range of ages. These students take about two courses per semester. Over 55% of the courses are taken by these students are within the Career Education pathway. Almost 60% of Career Education pathway students are female, however, this varies widely depending on the career area. Most students have completed less than 30 units.

Description of a Life Learning Pathway Student

As a group, life learning pathway students, are less ethnically diverse and older than students in other pathways. These students average about two courses per semester. The majority are female . Most students have completed less than 30 units. Most of the courses taken by these students are in other pathways.

Description of a Transfer Pathway Student

As a group, transfer pathway students, are an ethnically diverse group of relatively young students who take about 3 courses per semester. Over 70 % of the courses taken by these students are in the transfer pathway. The majority of them are female, except in the math area. Most students have completed less than 30 units.



MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees	Date: February 6, 2009
From: Superintendent/President	Item & File No. VI.D
Subject: College of Marin Integrated Planning Process Model	
Reason for Board Consideration:	Enclosure(s):
Information	1. Integrated Planning Model 2. Description of the Model

BACKGROUND:

In spring 2008 the College of Marin began review and revision of its current planning processes to develop an integrated planning process that meets ACCJC standards. In October 2008 over 45 staff, administrators and faculty attended a *Workshop on Developing an Integrated Planning Model* led by two consultants. Consensus was reached on a planning model for the College.

Based on the outcomes of the workshop, members of the Educational Planning Committee refined the proposed model for the College of Marin. The model was reviewed through the Participatory Governance system and approved by all constituents.

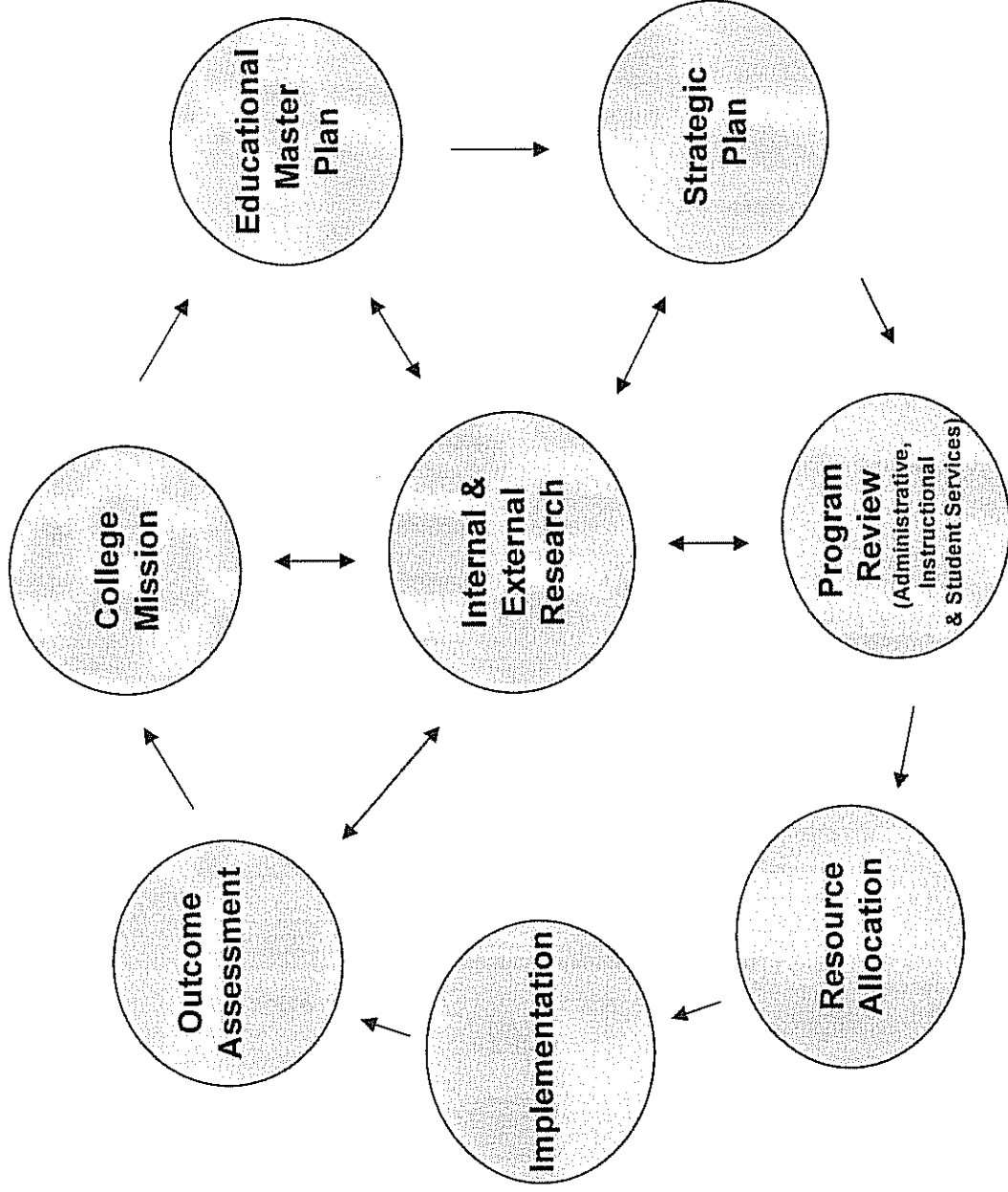
Attached are two documents: 1) the diagram of the Integrated Planning Process Model (IPPM); 2) the description of the model (February 2009).

RECOMMENDATION:

For information only.

Administrator Initiating Item Dr. Bernie Blackman, Director Organizational Development and Institutional Effectiveness
--

Marin Community College District Integrated Planning



Integrated Planning

In an integrated planning process, all college planning is part of a functional system unified by a common set of assumptions and well-defined procedures, and is dedicated to the improvement of institutional effectiveness. The driving force for all college efforts is student learning. Assessments focus on how well students are learning and based on those assessments, changes are made to improve student learning.

The College of Marin's planning policies and practices both direct and demonstrate strategies for institutional effectiveness. Dialogue regarding the improvement of institutional effectiveness occurs in an ongoing and systematic cycle of evaluation, integrated planning, resource allocation, implementation, and re-evaluation. These practices and policies will be summarized in the *College of Marin Integrated Planning Manual 2009*.

To summarize the planning model:

The college's **Mission** describes the college's intended student population and the services the college promises to provide to the community. As such, this statement is the touchstone for the entire planning process.

↓ The college uses this statement, as well as the goals developed by the Board of Trustees to assess its current status and anticipate future challenges in a long-term **Educational Master Plan**.

↓ This long-term plan is then the driver of college's shorter-term **Strategic Plan** and **Program Reviews**. The program reviews include a thorough analysis of each academic and student services program and administrative function as well as programmatic planning at the unit level. The development and implementation of strategic objectives in the Strategic Plan and unit plans in the Program Reviews also inform the subsequent editions of the Educational Master Plan; the long-term and short-term plans reciprocally inform one another.

↓ **Resources** are allocated based on college-wide strategic plans and unit-level plans, thereby ensuring the college's forward movement on the college's strategic objectives that were drawn from the recommendations in the Educational Master Plan and articulated in the Strategic Plan.

↓ Following the allocation of resources, the college mobilizes its resources to **implement its plans**.

↓ The college **assesses progress** on the strategic objectives and makes adjustments in action steps as needed to continue the college's forward movement in fulfilling its mission. Assessment of the outcomes as well as assessment of the planning processes itself is embedded throughout the planning efforts.

MARIN COMMUNITY COLLEGE DISTRICT

Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees	Date: February 6, 2009
From: Superintendent/President	Item & File No. IX.B
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.

Combat Consultant is on the non-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 – February 6, 2009

DEPT.	JOB TITLE	NUMBER OF POSITIONS	START DATE	END DATE	HOURLY RATE
Theatre Arts	Combat Consultant – Consult with director regarding stage fight sequence for the production of BIG LOVE, to assure that all safety considerations are satisfied. Assist Classified Staff	1	03/02/09	05/11/09	\$ 10.75 - \$11.75 DOE

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.

SHORT TERM HOURLY POSITION(S) BOARD ACTION FORM

(NOTE: a California regulation (Ed. Code Sec. 88003) prohibits employment of short-term hourly employees from starting work before board action to approve the positions (s).

 X KENTFIELD CAMPUS INDIAN VALLEY CAMPUS

DEPARTMENT: Theatre Arts _____

SUPERVISOR: David Snyder _____ PHONE EXT. 7655

JOB TITLE: Combat Consultant NO. OF POSITION(S): 1

SPECIFY JOB DUTIES: Consult with director regarding stage fight sequences for the production of BIG LOVE, to assure that all safety considerations are satisfied Assist Classified Staff.

START DATE March 2, 2009 END DATE : May 11, 2009

HOURS PER WEEK up to 15 HOURLY RATE \$10.75-\$11.75 Dep. On experience

FOR BOARD ACTION DATE: _____

SUPERVISOR/MANAGER SIGNATURE *DS* DATE 2/6/09

HUMAN RESOURCES APPROVAL *[Signature]* DATE 1/23/09

PLEASE FORWARD TO HUMAN RESOURCES – EXT. 7340

FOR HUMAN RESOURCES USE ONLY

BOARD APPROVED

BOARD DENIED

INITIAL

MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees	Date: February 6, 2009
From: Superintendent/President	Item & File No. IX.C
Subject: Agreement with Cardaronella Stirling Associates (CSA) for Strategic Development Assessment	
Reason for Board Consideration: APPROVAL	Enclosure(s):

BACKGROUND:

The College of Marin (COM) is entering into a contract with Cardaronella Stirling Associates (CSA) to perform a strategic development assessment. The purpose of the assessment is to identify the COM's challenges and opportunities of significantly increasing philanthropic resources.

CSA shall prepare a written report to the college President identifying the following:

1. Specific recommendations about how to proceed.
2. Critical organizational and environment factors to address.
3. An outline for an appropriate strategic development plan that would highlight achievable priorities, goals, timelines, and budget.

The fee for these services shall not exceed \$35,000 and is budgeted in the unrestricted general fund.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the agreement with Cardaronella Stirling Associates for \$35,000 to perform a Strategic Development Assessment.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations

CARDARONELLA STIRLING ASSOCIATES

PLANNING AND RESOURCE DEVELOPMENT COUNSEL

CONSULTING AGREEMENT
Between
CARDARONELLA STIRLING ASSOCIATES (CSA)
And
THE COLLEGE OF MARIN (COM)
835 College Avenue
Kentfield, CA 94904

This agreement dated, **January 19, 2009**, is made between The College of Marin (*herewith called the "Client"*) and Cardaronella Stirling Associates (*herewith called "CSA"*).

The Client hereby contracts with CSA to perform a "*Strategic Development Assessment*", which entails the following services in accordance with the terms and conditions of the Agreement.

I. Services and Deliverables

- Review internal resources and information, existing work plans, case materials, and records relative to all fundraising, marketing, and advancement activities.
- Conduct interviews with COM administrative leaders, key advancement staff and faculty, donors, selected Trustees and Foundation members, and other key individuals regarding the College's existing fundraising process and future prospects for growth (approximately 15-18 people).
- Assess the distinctive aspects, challenges, and opportunities associated with trying to expand the College's internal development program and significantly increase its philanthropic resources.
- Assess results and obtain answers to follow-up questions that emerge in the course of conducting the Assessment.
- Identify ways to address specific objectives and concerns raised by College and Foundation leaders, donors, and prospects. This will specifically include reviewing the Memo of Understanding (MOA) between COM and the COM Foundation.
- Prepare a written report for the COM President and Board of Trustees that includes:
 1. Specific recommendations about how to proceed.
 2. Critical organizational and environmental factors to address.
 3. An outline for an appropriate strategic development plan that would highlight achievable priorities, goals, timelines, and budget.

GARY L. CARDARONELLA
3199 EAST MENLO AVENUE
FRESNO, CA 93710-4932
PHONE AND FAX (559) 322-0308
G.L.CARD@CARDSTIRLING.COM

PATRICIA L. STIRLING
346 FLENSTON AVENUE
SAN FRANCISCO, CA 94118-2116
(415) 876-2994, FAX (415) 876-2995
PLSTIRLING@CARDSTIRLING.COM
WWW.CARDSTIRLING.COM

II. Schedule

Completion of the Assessment is targeted for 60 to 90 days from the signing of this Agreement. This is dependent upon the availability and responsiveness of COM personnel assigned to the project and other persons with key information and relationships, and the responsiveness of selected interviewees in arranging appointments.

III. Project Team

Patricia Stirling will be the lead consultant on this project. Gary Cardaronella, Ph.D. (a CSA founding partner) will also be involved in various aspects of the project, including conducting selected interviews and help in formulating recommendations for the final report.

IV. Joint Accountabilities

CSA's accountability includes:

- Adherence to agreed-on deadlines
- All CSA administrative and office expenses
- Monthly progress reports

The Client's accountability includes:

- Access to key individuals on mutually convenient dates
- Provision of all information having a bearing on the project
- Payment in conformance with the terms below

Our "Joint" accountabilities include the following:

- We will alert each other of anything we learn that may materially affect the success of the project (for example, key people leaving, etc.)
- We will hold each other's proprietary materials, approaches, and information in confidence
- We will achieve reasonable accommodation for conflicts, unforeseen events, and other priorities.

V. Terms and Conditions

• Fee Schedule

The total consulting fee for the Development Assessment will be **\$35,000**. A 35 percent deposit is required to commence work, with the balance due as invoices are received. A first payment of \$12,250 is required to put the Consulting Agreement into effect.

• Expenses

Expenses will be billed monthly as actually accrued and are due on presentation of the invoice. Expenses will include all travel, lodging, food, postage, and related expenses.

- **Termination**
Either party may terminate this Agreement for any reason upon providing written notice thirty (30) days before the termination, and providing all outstanding charges are satisfied.
- **Federal and State Taxes**
The Client and CSA acknowledge and agree that CSA shall be responsible for the payment of all taxes including federal, state, and local taxes, arising out of CSA's activities in accordance with this Agreement. CSA will indemnify and hold harmless the Client from any and all loss or liability arising with respect to payment of taxes.
- **Confidential Information**
CSA agrees that any non-public information received by CSA partners concerning the Client, its Boards, donors, or employees during this assignment will be treated by CSA partners in full confidence and will not be revealed to any other person, firm or organization, except as needed to further the Project or perform the Services.
- **Entire Agreement**
This is the entire Agreement between the parties hereto as to the subject matter contemplated herein. This Agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties hereto.

VI. Miscellaneous Items

The Attorney General's Office of the State of California requires all fundraising counsel contracts provide the following definition of services:

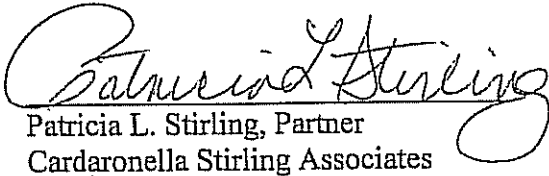
"A fundraising counsel for charitable purposes is defined as any person who is described by all of the following:

1. *For compensation plans, manages, advises, counsels, consults, or prepares material for, or with respect to, the solicitation in this state of funds, assets or property for charitable purposes.*
2. *Does not solicit funds, assets, or property for charitable purposes.*
3. *Does not receive or control funds, assets, or property solicited for charitable purposes in this state.*
4. *Does not employ, procure, or engage any compensated person to solicit, receive, or control funds, assets, or property for charitable purposes.*

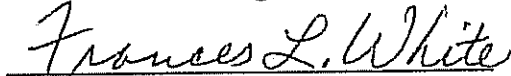
CSA is a registered *Independent Fundraising Counsel* with the Attorney General of the State of California (Registration #FC1411).

Each party has read this Agreement and agrees to be bound by its terms. This Agreement is executed as of the day noted in the first paragraph hereof, by the duly authorized agent of each party.

The undersigned agree to the terms described above:


Patricia L. Stirling, Partner
Cardaronella Stirling Associates

1-21-09
Date


Frances L. White, Ph.D., President
College of Marin

1-21-09
Date

MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees	Date: February 6, 2009
From: Superintendent/President	Item & File No. IX.D
Subject: California Pacific Medical Center Hospital Experience Agreement	
Reason for Board Consideration: APPROVAL	Enclosure(s): Agreement

BACKGROUND:

The College currently has agreements with various hospitals to provide clinical training experience for the College's Registered Nursing (RN) students. The College wishes to renew its agreement with California Pacific Medical Center for practical experience for our Registered Nursing Program students.

The attached agreement was reviewed by School and College Legal Services and the District's insurance administrator, Keenan and Associates.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize District staff to enter into agreement with California Pacific Medical Center to continue to provide practical 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 California Pacific Medical Center, a California not-for-profit corporation (hereafter "*HOSPITAL*") located in San Francisco, California, and Marin Community College District (hereafter "*SCHOOL*") located in Marin County, California, and is effective as of the date last signed below.

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. If *HOSPITAL* desires information for other purposes such as recruitment, *Hospital* shall first obtain written consent for release of information from 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 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 the *SCHOOL* within five (5) business days. 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 this 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. 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.
- B. 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.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation coverage 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.
- D. 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.

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 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. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the Judicial Arbitration and Mediation Service (JAMS) or such other organization as the parties mutually agree. The arbitration shall take place in the county where *HOSPITAL* is located.
- 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 of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event 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*:

California Pacific Medical Center
Attn: Director of Nursing Recruitment
PO Box 7999
San Francisco, CA 94120
 2. Notice to the *SCHOOL*:

College of Marin
Attn: Mr. Albert J. Harrison, Interim 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 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 circumstances. 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

SCHOOL

By: _____

By: _____

Title: Executive Vice President & Administrator

Title: Vice President, College Operations

Date: _____

Date: _____