AGENDA
Regular Meeting of the Board of Trustees
THURSDAY, SEPTEMBER 13, 2007

4:00 p.m. OPEN SESSION – CAB 112
CLOSED SESSION – President’s Office
OPEN SESSION – CAB 112

HARTNELL COMMUNITY COLLEGE
156 Homestead Avenue, Salinas
Board Room (CAB 112)

MISSION STATEMENT

Hartnell College provides the leadership and resources to ensure that all students shall have equal access to a quality education and the opportunity to pursue and achieve their goals. We are responsive to the learning needs of our community and dedicated to a diverse educational and cultural campus environment that prepares our students for productive participation in a changing world.

I. OPEN SESSION. CALL TO ORDER, 4:00 P.M., CAB 112 Board Room

1. ROLL CALL

2. DISCLOSURE OF ITEMS TO BE DISCUSSED IN CLOSED SESSION, AS FOLLOWS:

   Items to be discussed in Closed Session will include, legal, personnel, labor, and/or contract matters authorized for Closed Session per Government Code Sections, 3549.1, 54956.9, 54957 and/or 54957.6.

3. ADOPT AGENDA

4. PUBLIC COMMENT PERIOD RE CLOSED SESSION ITEMS

   Five minutes set aside for public comment on closed session items. Maximum three minutes each presentation.

II. CLOSED SESSION

The Board of Trustees of Hartnell Community College District will meet in Closed Session to consider legal, personnel, labor, and/or contract matters authorized for Closed Session per Government Code Sections, 3549.1, 54956.9, 54957 and/or 54957.6.

III. RECONVENE TO OPEN SESSION

Pledge of Allegiance

A. REPORT OUT FROM CLOSED SESSION
B. PUBLIC COMMENTS

1. TWENTY MINUTES SET ASIDE FOR PRESENTATIONS - MAXIMUM THREE MINUTES EACH PRESENTATION

Receive comments from the public. Maximum three minutes each presentation.

C. PRESENTATIONS AND REPORTS

1. BOND OVERSIGHT COMMITTEE, Damon Felice, Townsend Management, Inc.

2. BOARD’S GOALS
   a. Accreditation
   b. Finances
   c. Communication
   d. Search for Superintendent/President

3. DID YOU KNOW?

D. *CONSENT ACTION ITEMS

1. MINUTES


2. DISBURSEMENTS

Ratify disbursements from college accounts: General Cafeteria, Child Development, Capital Outlay Restricted, Property Acquisition Restricted and Deferred Maintenance Funds, Revolving, Bookstore, Scholarship & Loan, Athletic, Associated Student Body.

3. APPROVE APPOINTMENT TO BOND OVERSIGHT COMMITTEE

Approve appointment of student representative to Bond Oversight Committee.

4. RATIFY GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF EDUCATION FOR TITLE V DEVELOPING HISPANIC SERVING INSTITUTIONS PROGRAMS FOR A COOPERATIVE GRANT FOR HARTNELL COMMUNITY COLLEGE AND GAVILAN COMMUNITY COLLEGE

Ratify grant application to the United States Department of Education for Title V funding. This is a cooperative grant for both Hartnell Community College and Gavilan Community College to develop an effort in establishing student access and success research centers.

5. RATIFY THE CALIFORNIA MINI-CORP (TEACHER PREPARATION) CONTRACTUAL AGREEMENT WITH HARTNELL COMMUNITY COLLEGE

Ratify the California Mini-Corp (teacher preparation) contractual agreement with Hartnell Community College to provide eligible Hartnell College students an opportunity to experience working with migrant children in a classroom setting. There is no direct cost to the College.

6. RATIFY AGREEMENT BETWEEN HARTNELL COLLEGE AND KAISER FOUNDATION HOSPITALS AND THE PERMANENTE MEDICAL GROUP, INC. TO PROVIDE CLINICAL AND OBSERVATIONAL PROGRAMS FOR PHLEBOTOMY STUDENTS

Ratify Agreement between Hartnell College and Kaiser Foundation Hospitals and the Permanente Medical Group, Inc. to provide clinical and observational programs for phlebotomy students.
7. RATIFY CONTRACT FOR TRASH REMOVAL SERVICES WITH BFI WASTE SERVICES OF SALINAS

Ratify contract for trash removal services with BFI Waste Services of Salinas effective August 1, 2007 through July 31, 2008. The annual estimated cost is $32,000.

8. APPROVE AGREEMENT WITH PROFESSIONAL PERSONNEL LEASING, INC. FOR PROFESSIONAL AND TECHNICAL SERVICES RELATED TO THE SEARCH FOR A SUPERINTENDENT/PRESIDENT

Approve agreement with Professional Personnel Leasing, Inc. for professional and technical services related to the search for a Superintendent/President in the amount of $25,000 plus necessary reasonable expenses.

9. APPROVAL OF SEARCH COMMITTEE MEMBERS FOR SUPERINTENDENT/PRESIDENT

Approval of Search Committee Members for a Superintendent/President.

10. RATIFY CONTRACT BETWEEN HARTNELL COLLEGE AND ESTEBAN SORIANO, APPLIED DEVELOPMENT RESOURCES

Ratify contract between Hartnell College and Esteban Soriano, Applied Development Resources to conduct a district needs assessment effective August 13, 2007 through June 30, 2008. Findings will culminate in an up-to-date Educational and Facilities Master Plan. Funding for this service is not to exceed $200,000 and is supported by Measure H Bond funding.

11. RATIFY CONTRACT BETWEEN HARTNELL COLLEGE AND STEPHEN H. MANGELEN

Ratify the contract between Hartnell College and Stephen Mangelsen to do an analysis of the College’s finances from an external perspective and make related projections. The cost for these services are not to exceed $20,000 and paid from the unrestricted general fund.

12. RATIFY HARTNELL NURSING PROGRAM STUDENT FEES FOR BACKGROUND CHECKS AND ASSESSMENT TESTING

Ratify the Hartnell Nursing Program student fees for background checks and assessment testing. The one-time fee is $41 for the background check and $30-$40 for the entry and exit assessment tests. Fees are collected by the district for the respective agencies and services.

13. APPROVE LEASE AGREEMENT BETWEEN HARTNELL COLLEGE AND SALINAS UNION HIGH SCHOOL DISTRICT FOR USE OF AUTO BODY AND FENDER FACILITIES

Approve lease agreement between Hartnell College and Salinas Union High School District for auto body and fender facility use by Salinas Union High School District to provide instruction to high school students. The College will receive $11,324 in revenue.

14. APPROVE AGREEMENT BETWEEN HARTNELL COLLEGE AND FOUNDATION FOR COMMUNITY COLLEGES REFEREE AND LANE TECHNICIAN TRAINING PROGRAM (SMOG CHECK PROGRAM)

Approve agreement between Hartnell College and Foundation for Community Colleges Referee and Lane Technician Training Program (Smog Check Program) effective September 1, 2007 through August 31, 2008. The College will receive $1,000 per month in revenue.

15. DECLARE PROPERTY AS SURPLUS AND APPROVE DISPOSAL

Declare property as surplus and authorize disposal by the Administration. There are no costs in hazardous wastes fees to dispose of these valueless items.
16. PERSONNEL MATTERS

Ratify and/or approve current personnel matters.

E. BOARD POLICY

Roll call vote

1. ADOPT REVISED BOARD POLICY 1055, ETHICAL CONDUCT OF THE GOVERNING BOARD INCLUDING A PROCESS FOR SANCTIONS FOR 2ND (FINAL) READING

Adopt revised Board Policy 1055, Ethical Conduct of the Governing Board including a process for sanctions.

F. ADMINISTRATIVE SERVICES

None

G. INFORMATION ITEMS

1. ACCOUNTABILITY REPORT ON COMMUNITY COLLEGES

H. COLLEGE SENATES

1. STUDENT SENATE, ACADEMIC SENATE, CLASSIFIED SENATE REPORT
   Receive brief reports from the Presidents of the College Senates.

I. OFFICE OF SUPERINTENDENT/PRESIDENT

1. PRESIDENT'S REPORT

J. BOARD OF TRUSTEES

1. COMMUNICATIONS/CONFERENCE REPORTS
   Receive brief reports on matters of interest to the College and/or conference reports.

2. TRAVEL REQUESTS (Action)

K. HUMAN RESOURCES & EQUAL EMPLOYMENT OPPORTUNITY (Action)

None

L. FUTURE AGENDA ITEMS

(Items placed on future agenda will be determined in consultation and preparation under the auspices with Superintendent/President and Board President.)

M. NEXT MEETING

Next regular Board of Trustees Meeting scheduled for October 2, 2007, Hartnell College Board Room, 156 Homestead Avenue, Salinas, California, at 4:00 p.m.

N. ADJOURNMENT

Adjourn the September 13, 2007, Board of Trustees meeting.
CONSENT ACTION
September 13, 2007
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<td>Minutes of Regular Board Meeting of July 11, 2007, August 7, 2007 and Special Board Meeting of July 28, 2007</td>
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Recommendation Action:

That the Board of Trustees review, revise as appropriate, and adopt minutes for the Regular Board Meeting of July 11, 2007 and August 7, 2007 and Special Board Meeting of July 28, 2007.

Summary:

Minutes of the Regular Board Meeting of July 11, 2007 and August 7, 2007 and Special Board Meeting of July 28, 2007 submitted for approval

Budget Implications:

None
HARTNELL COMMUNITY COLLEGE DISTRICT

REGULAR MEETING OF THE BOARD OF TRUSTEES

July 10, 2007

CALL TO ORDER
The Regular Meeting of the Board of Trustees of Hartnell Community College District was called to order in the Board Room at 4:03 p.m., by Board President Aaron Johnson.

PRESENT
Board of Trustees: Aaron Johnson, President; Berna Maya, Vice-President; Bill Freeman; John Martinez, Brad Rice; Kari Lee Valdés; Dr. Phoebe Helm, Interim Superintendent/President and Board of Trustees Secretary

ALSO PRESENT
Student Trustee: Lorena Moreno

ABSENT
Steve McShane

ADOPT AMENDED AGENDA
On a motion by Berna Maya, seconded by John Martinez, and unanimously carried, the Board moved to adopt the amended agenda. Pulled from the agenda was Consent Action Item 3, Ratify Hartnell College 2007-08 Schedule of Classes. Pulled for further discussion and separate vote were Consent Actions Item 1, Minutes of April 3, 2007 and Consent Action Item 11, Ratify Amendment #3 to the Agreement with Creative Nursing Solutions.

PUBLIC COMMENT ON CLOSED SESSION ITEMS
There were no public comments on Closed Session Items.

CLOSED SESSION
The Board Members, Phoebe K. Helm, Interim Superintendent/President, and Tamberly Petrovich adjourned to Closed Session at 4:13 p.m. to consider in legal, personnel, labor, and/or contract matters authorized for Closed Session per Government Code Sections, 3549.1, 54956.9, 54957 and/or 54957.6.

OPEN SESSION
Board President, Aaron Johnson reconvened the meeting at 5:25 p.m.

PRESENT
In addition to those present at the Call to Order, were the following:

Management Staff: Celia Barberena, Vice President, Student Services; Larry Carrier, Vice President, Administrative Services; Allan Hoffman, Vice President, Instruction; Tamberly Petrovich, Director, Human Resources/Equal Employment Opportunity

Academic Senate: Jennifer Lagier Fellguth, President
Hartnell College Faculty Association: Ann Wright, President

Classified Senate: Tammy Sharp de Avalos, President

C.S.E.A: Margie Wiebusch, President

Student Senate: Lorena Moreno, President

The Pledge of Allegiance was recited.

REPORT OUT FROM CLOSED SESSION
Board President, Aaron Johnson reported out the following closed session items.

Personnel – On a motion by Bill Freeman, seconded by Kari Valdés, the Board moved to authorized $70,000 for the purpose of administrative assignments and expenses related to meeting accreditation Western Association for Schools and College recommendations and requirements.
PUBLIC COMMENTS

Joseph Aliotti, representative of Community Help Around Monterey Peninsula (Certified Farmer Marketplaces) spoke about a proposal he was submitting to create the Hartnell Certified Farmers Marketplace.

Sam Downing, CEO, Salinas Valley Healthcare Systems spoke of their support for the Hartnell College Nursing Program.

BOND OVERSIGHT

Damon Felice, Townsend Management, Inc. reported on the status of construction projects and Bond Oversight Committee activities. He provided the Board with a written report.

CONSENT ACTION

On a motion by Berna Maya, seconded by Kari Valdés and unanimously carried, the Board moved to approve Consent Action Items 2, 4, 5, 6, 7, 8, 9, 10, 12, 13 as presented.

MINUTES


The minutes of April 3, 2007 was pulled for discussion and separate vote. On a motion by Kari Valdés, seconded by John Martinez and unanimously carried, the Board moved to approve the April 3, 2007 minutes with the revision noting that Dr. Edward J. Valeau, Superintendent/President was not present at the meeting as stated in the minutes.

RATIFIED DISBURSEMENTS

2. Ratified disbursements from college accounts: General Cafeteria, Child Development, Capital Outlay Restricted, Property Acquisition Restricted and Deferred Maintenance Funds, Revolving, Bookstore, Scholarship & Loan, Athletic, Associated Student Body.

FALL SCHEDULE OF CLASSES–ITEM PULLED

3. Consent Action Item pulled from the Agenda and withdrawn by the Interim Superintendent/President explaining that the Board should approve curricular changes (the addition/reduction of courses and programs) not class schedules. Thus, only actions recommended by the Curriculum Committee would come to the Board in the future.

HARTNELL COLLEGE CDC STATE PRESCHOOL CONTRACT

4. Approved 2007-08 Child Development Contract to provide continued services for the Hartnell College Child Development Center Preschool Programs funded by the California Department of Education at the maximum reimbursable rate of $544,860.

AGREEMENT WITH CLEARWIRE FOR LEASE OF SPACE

5. Approved the agreement with Clearwire for lease of space to install equipment for radio frequency transmitter/receiver. Projected lease revenue to the district is $14,400 annually.

DATA MANAGEMENT CONTRACT/ 2006-07 THRU 2011-12 WITH COBRO CONSULTING

6. Ratified the data management contract for fiscal year 2006-07 through fiscal year 2011-12 between Hartnell College and CoBro Consulting, LLC., required to maintain the GEAR UP grant comprehensive data management program. No cost to the general fund. Contract cost is $33,000 over six (6) years ($5,500 per year) covered by the six year East Salinas GEAR UP grant.

WATSONVILLE COMMUNITY HOSPITAL AGREEMENT

7. Ratified agreement with Watsonville Community Hospital for clinical experience and use of clinical facilities.

WINDSOR GARDENS REHABILITATION CENTER AGREEMENT

8. Ratified agreement with Windsor Gardens Rehabilitation Center to provide clinical experience and use of clinical facilities.
9. Ratified agreement with Keenan for the administration of Workers' Compensation run-off claims. At the June 3, 2003 meeting, the Board of Trustees passed a resolution declaring membership in the Protected Insurance Program for Schools Joint Powers Authority (JPA) for the purpose of minimizing cost increases for Workers' Compensation Insurance. Cost of the service is $19,900 and is budgeted in the General Fund.

10. Ratified contract with DMC Construction for the marquee and campus directory sign project. Budget for the above-referenced project is $143,711 and will be paid with local bond funds.

11. This item was pulled for further discussion and separate vote. On a motion by Kari Valdés, seconded by Berna Maya, and carried, the Board moved to ratify Amendment #3 to the Agreement with Creative Nursing Solutions, LLC.

Ayes: Johnson, Martinez, Maya, Rice, Valdés. Noes: Freeman. Motion carried.

12. Approved Amendment to the District Bookstore Lease Agreement with Follett Higher Education Group, Inc.

13. Ratified and/or approve current personnel items.

ADMINISTRATIVE SERVICES

BUDGET REVISIONS

On a motion by Berna Maya, seconded by Kari Valdés, and unanimously carried, the Board moved to approved Budget Revisions numbered 6952 to 7096.

INFORMATION ITEMS

FINANCIAL STATEMENTS

Received Financial Statements of District funds for the period ending May 31, 2007.

2007-08 INSTITUTIONAL PLANNING/BUDGET

Received 2007-08 Institutional Planning and Budget Augmentation Priorities.

COLLEGE SENATES

Received reports from Student, Academic and Classified Senate Presidents on matters concerning the College.

PRESIDENT'S REPORT

1. Accreditation deadlines and requirements.

2. Board retreats scheduled for July 21 – “Goal Setting” and July 28 – “Ethics including Sanctions” and extended Board’s invitation to senate leaders and candidates for the Board to attend the workshop as observers.

Dr. Helm thanked the Board for allocating $70,000 for an “administrative work around” and indicated additional funds to support faculty release time/stipends would be needed to meet accreditation deadlines. She further requested that accreditation become a standing agenda item. The Board was then given a form and asked to evaluate the Board meetings as part of their “self-improvement plan”.

BOARD OF TRUSTEES COMMUNICATION

Received reports from Board Members on matters related to the College and/or conferences.
TRAVEL
STUDENT TRUSTEE
WORKSHOP / ANNUAL
ACCT CONFERENCE

On a motion by Brad Rice, seconded by Kari Valdés, and unanimously carried the Board
moved to approve travel for Lorena Moreno to attend Student Trustee Workshop, Santa
Clara, California on August 10-12, 2007 and for members to attend the Association of
Community College Trustees Annual Conference, San Diego California, September 26-29,
2007.

EMPLOYMENT
AGREEMENT WITH
PHOEBE K. HELM

On a motion of Berna Maya, seconded by Bill Freeman, unanimously carried, the Board
moved to ratify the employment agreement between Dr. Phoebe Knight Helm and the
Board of Trustees of Hartnell Community College District.

CREDIT FOR ABSENCE

Due to the lack of a second, a motion failed to approve Board Member, Steve McShane
Credit for Absence for the July 10, 2007 Governing Board Meeting.

HUMAN RESOURCES AND EQUAL EMPLOYMENT OPPORTUNITY

None

FUTURE AGENDA ITEMS

Science fairs for high school students
Student leaders as high school recruiters
Security on campus

NEXT MEETING

The next Board of Trustees Meeting is scheduled for August 7, 2007, 4:00 p.m. in the
Hartnell College Board Room, 156 Homestead Avenue, Salinas, CA.

ADJOURNMENT

On motion of Kari Valdés, seconded by Bill Freeman and unanimously carried, the
meeting was adjourned at 6:25 p.m.

Aaron Johnson
Board of Trustees President

Dr. Phoebe K. Helm
Interim Superintendent/President; Secretary
Board of Trustees
PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007
GOVERNING BOARD MEETING

Ratified and/or approved personnel actions as listed below:

I. Retirements, Resignations, Releases and Leave Requests
   1. Ratify resignations of regular personnel:
      a. Resignation of Lydia Hampton Stewart, Health Education Instructor, Athletics/Physical Education/Health Education/Recreation, effective April 19, 2007.
      b. Resignation of Jeanine Gonzalez, Counseling Data Technician (#CC-81), Counseling Department, effective May 10, 2007.
      c. Resignation of Guy Agrati, Nursing Instructor (#F-3), Nursing and Health Services, effective December 21, 2007.
      d. Retirement of Philip Stoddard, Mathematics Instructor (#F-82), effective June 1, 2007.
      e. Resignation of Lourdes Villarreal, English Instructor (#F-25), effective June 1, 2007.

II. Classification and Compensation
    1. Approve revision to Programmer Analyst/Network Administrator job description (Appendix A).

III. Request to hire Short-Term employees
    1. Approve Short-term Staffing Requests:
       a. Senior Library Technician, $15.80/hr, 8 hours/day, 3 days/week, Educational Technologies & Library Services, to assist in processing new Calworks materials for access on the online catalog and for distribution to various locations, June 6 – June 30, 2007. This or similar services will not be extended or needed on a continuing basis. The District received agreement from CSEA for the retroactive submission of this item.
       b. Library Technician, $15.05/hr, 4 hours/day, 5 days/week, Educational Technologies & Library Services, to assist in physical processing of new Calworks materials – typing labels, applying RFID tags, book jackets and related tasks, June 8 – June 30, 2007. This or similar services will not be extended or needed on a continuing basis. The District received agreement from CSEA for the retroactive submission of this item.

IV. Appointments
    1. Ratify appointment of regular classified personnel:
       a. Full-time, 40 hours per week, 12 months per year, Student Services Technician (#CC-58), King City Education Center, Step C, effective July 1, 2007. This action refills an existing vacant position and reflects a promotion from Administrative Assistant (#CC-59), King City Education Center.

     Dustin Wood
b. Full-time, 40 hours per week, 12 months per year, Administrative Assistant (#CC-63), Regional Health Occupational Resource Center (RHORC), Step A, effective July 9, 2007. This action refills an existing vacant position.

Alicia Ramirez

2. Ratify appointment of part-time instructors for Spring Semester 2007:
   a. Lorenzo Aragon, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   b. Yvonne Crane, Western Stage/Fine Arts/Language Arts/Social Sciences
   c. Don Dally, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   d. Anne Marie Hunter, Arts, Western Stage/Fine Arts/Language Arts/Social Sciences

3. Ratify appointment of part-time instructors for Summer Session 2007:
   a. Patrizia Ahlers, Psychology, Fine Arts/Language Arts/Social Sciences
   b. Gerardo Aleu, Mathematics, Math & Science
   c. Sharon Anderson, Counseling, Counseling Department and Student Development Services
   d. Lorenzo Aragon, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   e. Alejandro Arce, Photography, Fine Arts/Language Arts/Social Sciences
   f. Timothy Barrett, ESL, Fine Arts/Language Arts/Social Sciences
   g. Emilia Benavente, Physical Education
   h. Laura Berger, Librarian, Library Services
   i. Michael Branstetter, Mathematics, Math & Science
   j. Susanne Burns, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   k. Yvonne Crane, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   l. Gloria Curtis, Librarian, Library Services
   m. Catherine DaCosta, Mathematics, Math & Science
   n. Don Dally, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   o. Mary Davis, Nursing, Nursing and Health Services
   p. Joseph DeRuosi, English, Fine Arts/Language Arts/Social Sciences
   q. Alessandra Diaz-Aguado, Photography, Fine Arts/Language Arts/Social Sciences
   r. Ted Dolas, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   s. John Dowling, Mathematics, Math & Science
PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007
GOVERNING BOARD MEETING

t. Derek Duarte, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
u. Albert Dunnings, Health Services, Nursing and Health Services
v. Thu Duong, Librarian, Library Services
w. Warren Edmonds, Computer Science & Info Systems, Occupational Education
x. Katera Estrada, Business and Administration of Justice, Occupational Education
y. Sewan Fan, Physics, Math & Science
z. Donna Federico, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
aa. Keri Fitch, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
bb. Dawn Flood, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
cc. Kathryn Franzell, English, Academic Learning Center
dd. Richard Givens, Physical Education
e. Crystal Gonzalez, Chemistry, Math & Science
ff. Chris Graham, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
gg. Marv Grim, Physical Education
hh. Wanda Guibert, English, Academic Learning Center
ii. Elvia Guzman-Garnica, Counseling, Counseling Department and Student Development Services
jj. Tracey Haneta, Physical Education
kk. Allison Harmon, English, Fine Arts/Language Arts/Social Sciences
ll. Deborah Harris, English, Fine Arts/Language Arts/Social Sciences and Academic Learning Center
mm. Philip Henderson, Astronomy, Math & Science
nn. Jeff Heyer, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
oo. John Himelright, Philosophy, Fine Arts/Language Arts/Social Sciences
pp. Suzette Hofman, Art, Fine Arts/Language Arts/Social Sciences
qq. John Hubbard, Biology, Math & Science
rr. Anne Marie Hunter, Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
ss. Robin Jensen Pearce, History, Fine Arts/Language Arts/Social Sciences
tt. Rain Jordan, English, Fine Arts/Language Arts/Social Sciences
uu. William Kauffman, Biology, Math & Science
PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007
GOVERNING BOARD MEETING

vv.  Reginald Kenyon, Physical Education
ww.  Kim Kiest, Biology, Math & Science
xx.  Barbara Kostroff, Health Services, Medical Lab Technology
yy.  Harvey Landa, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
zz.  Sylvia Langland, Family & Consumer Studies, Occupational Education
aaa. Sunita Lanka, English, Fine Arts/Language Arts/Social Sciences
bbb. David Lau, English, Fine Arts/Language Arts/Social Sciences
ccc. Vince Lewis, Counseling, Disabled Students Program & Services
ddd. Chris Lavorato, Administration of Justice, Occupational Education
eee. Sam Lavorato, Administration of Justice, Occupational Education
fff. Dolores Magana, Business Education, Occupational Education
ggg. Joseph Martinez, Counseling, Counseling Department
hhh. Orin Marvel, Mathematics, Math & Science
iii. Jeff McGrath, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
jjj. James McLean, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
kkk. Rosalinda McNamara, Librarian, Library Services
lll. Ann Merville, Anthropology, Fine Arts/Language Arts/Social Sciences
mmm. Sylvia Miranda, Counseling, High School Equivalency Program
nnn. Pamela Murakami, Art, Fine Arts/Language Arts/Social Sciences
ooo. Steve Nava, Ethnic Studies, Fine Arts/Language Arts/Social Sciences
ppp. Rebecca Nelson, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
qqq. Erin OHare, Physical Education
rrr. Samuel Pacheco, Ethnic Studies and History, Fine Arts/Language Arts/Social Sciences
sss. Martha Pantoja, Counseling, Counseling Department
ttt. Melissa Parker, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
uuu. Ayaz Pirani, English, Fine Arts/Language Arts/Social Sciences
vvv. Linda Plummer, Librarian, Library Services
www. Teresa Pond, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
xxx. Raylene Potter, Mathematics, Math & Science
yyy. Elizabeth Ramirez, Counseling, Counseling Department
zzz. Lawrence Raneses, Mathematics, Academic Learning Center
PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007
GOVERNING BOARD MEETING

aaaa. Maria Rivera, ESL, King City Education Center/Fine Arts/Language Arts/Social Sciences
bbb. Larry Robison, Automotive Technology, Occupational Education
cccc. Everett Rodriguez, Physical Education
dddd. Jose V. Rodriguez, Mechanical Technology and Automotive Technology, Occupational Education
eeee. Tammi Ross, Physical Education
ffff. Toshio Sakai, Japanese, Fine Arts/Language Arts/Social Sciences
gggg. Soad Sedrak, Mathematics, Math & Science
hhhh. Sean Senechal, Biology, Math & Science
iiii. Criselda Serrano, Spanish, Fine Arts/Language Arts/Social Sciences
jjjj. Steven Seymour, Physical Education
kkkk. Mark Shilstone, Speech, Fine Arts/Language Arts/Social Sciences
llll. Mehrodkht Shirvanee, Mathematics, Math & Science
mmmm. John Stiga, Chemistry, Math & Science
nnnn. Eric Strayer, Sociology, Fine Arts/Language Arts/Social Sciences
oooo. Billy Taylor, English, Fine Arts/Language Arts/Social Sciences
pppp. Ashfin Tiraie, Mathematics, Academic Learning Center and Math & Science
qqqq. Steven Triano, Biology, Math & Science
rrrr. Mary Ann Toney, Physical Education
ssss. Jose Trujillo, Administration of Justice, Occupational Education
tttt. Paula Tyler, Physical Education
uuuu. George Urciuoli, Economics, Fine Arts/Language Arts/Social Sciences
vvvv. Dana Weston, Psychology, Fine Arts/Language Arts/Social Sciences
wwww. Robin Williams, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
xxxx. Theo Windham, Physical Education
yyyy. Karen Wisdom, English, Fine Arts/Language Arts/Social Sciences
zzzz. Paul Yun Jr., English, King City Education Center/Fine Arts/Language Arts/Social Sciences
aaaaa. Marilyn Zanetti-Chavez, Counseling, TRIO/Student Support Services
bbbb. Chris Zepeda, Physical Education
ccccc. Emilia Zuniga, Counseling, Counseling Department

4. Ratify appointment of part-time instructors for Fall Semester 2007:
a. Donald Dally, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
b. Anne Marie Hunter, Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007
GOVERNING BOARD MEETING

c. Ruben Jimenez, Spanish, Fine Arts/Language Arts/Social Sciences

5. Ratify appointment of substitute classified employees:
   a. Clerical Assistant, $13.00/hr, Student Services, intermittently between July 2,
      Frances Bastnagel
   b. Admissions and Records Technician, $14.35/hr, Admissions & Records, July
      Carlos Garnica
   c. Electronics Video Technician, $20.68/hr, Educational Technology & Library
      Michael Wedekind

6. Ratify appointment of Playground Assistants:
   a. Playground Assistant I, $12.00/hr, East Campus CDC, June 19 – July 21,
      2007.  
      Yohana Reyes
   b. Playground Assistant II, $14.00/hr, East Campus CDC, August 6, 2007 – June
      30, 2008.  
      Andrea Razo
   c. Playground Assistant III, $16.00/hr, Main Campus CDC, August 6, 2007 –
      June 30, 2008.  
      Sandra Cruz
   d. Playground Assistant II, $14.00/hr, East Campus CDC, August 4, 2007 – June
      30, 2008.  
      April Luera
   e. Playground Assistant, III, $16.00/hr, East Campus CDC, August 6, 2007 –
      June 30, 2008.  
      Mora Cecilia

7. Ratify appointment of Professional Experts:
   a. To provide ROOTS training, $40.00/hr, Foster & Kinship Care Education
      Susie Boyer
   b. To provide TEAM training, $45.00/hr, Foster & Kinship Care Education
      Karen Clampitt
   c. To provide TEAM training, $40.00/hr, Foster & Kinship Care Education
      Juana Cano
   d. To provide TEAM training, $35.00/hr, Foster & Kinship Care Education
      Jim Dominguez
   e. To provide supplemental instruction for mathematics students, $13.52/hr,
      Elizabeth Fisher
   f. To provide SPARK training, $40.00/hr, Foster & Kinship Care Education
      Christy Grothe
   g. To provide child care and activities that are age appropriate for potential
      and existing resource families, $13.00/hr, Workforce & Community Development,
      Jason Herrier
   h. To provide child care and activities that are age appropriate for potential and
      existing resource families; responsible for paperwork and training
      coordination, $16.00/hr, Workforce & Community Development, July 1, 2007 –
      June 10, 2009.  
      Jason Herrier
   i. To provide ROOTS training, $40.00/hr, Foster & Kinship Care Education
      Helen Harvell
   j. To provide ROOTS training, $40.00/hr, Foster & Kinship Care Education
PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007 GOVERNING BOARD MEETING


k. To provide ROOTS training, $45.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Morgan Lucier

l. To provide child care and activities that are age appropriate for potential and existing resource families, $36.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009. 
   Maria Mendoza

m. To provide child care and activities that are age appropriate for potential and existing resource families; responsible for paperwork and training coordination, $16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009. 
   Maria Mendoza

n. To provide ROOTS training, $40.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Rosie Murillo

o. To provide translation services at Department of Social & Employment Services Contract trainings and events, $50.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2007. 
   Norma Smith

p. To provide Caregiver education on specific topics relating to resource families, $100.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009. 
   Norma Smith

q. To provide TEAM training, $45.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Norma Smith

r. To provide TEAM training, $45.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Alice Talavera

s. To provide TEAM training, $40.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Charles Trentonozzi

t. To provide TEAM training, $40.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Donna Trentonozzi

u. To provide TEAM and ROOTS training, $40.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Penelope Welsh

v. To provide supplemental instruction for mathematics students, $13.52/hr, Academic Learning Center, June 18 – July 28, 2007. 
   Miguel Zuniga

w. To provide child care and activities that are age appropriate for potential and existing resource families; responsible for paperwork and training coordination, $16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009. 
   Alejandra Sanchez

x. To provide child care and activities that are age appropriate for potential and existing resource families, $13.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009. 
   Alejandra Sanchez

y. To provide SPARK training, $50.00/hr, Foster & Kinship Care Education Program, July 1, 2007 – June 10, 2009. 
   Chris Shannon
z. To provide supplemental instruction for english students, $11.18/hr, Academic Learning Center, June 18 – July 28, 2007.  

   Karina Young

8. Ratify appointment of student hourly employees for Spring Semester 2007:
   a. Thomas, Hodgkinson, AIS/Library, Student Worker II
   b. Krystal Hudson, Occupational Education, Student Worker I
   c. Carmen Lockhart, HEP Grant, Student Worker III
   d. Christina Marquez, Admissions & Records, Student Worker I
   e. Mayra Perez, HEP Grant, Student Worker III
   f. Jessica Solorio, Math & Science, Student Worker I

9. Ratify appointment of student hourly employees for Summer Session 2007:
   a. Marcela Aboytes, Admissions & Records, Student Worker I
   b. Ralph Aldanese, Library, Student Worker I
   c. Andrea Alvarado, Financial Aid, Student Worker
   d. Cesar Alvarez, Academic Learning Center, Student Worker II
   e. Vera Amador, Academic Learning Center, Student Worker III
   f. Mary Barnhart, Cafeteria, Student Worker I
   g. Rebecca Berber, Library, Student Worker I
   h. Gwendaline Bousquet, Academic Learning Center, Student Worker II
   i. Wendy Chapa, Academic Learning Center, Student Worker II
   j. Lauro Chavez, Academic Learning Center, Student Worker I
   k. Yadira Contreras, Financial Aid, Student Worker III
   l. Maria DeLeón, Academic Learning Center, Student Worker IV
   m. Ramona Delgado, Career Center, Student Worker I
   n. Esther Diaz-Duarte, Academic Learning Center, Student Worker I
   o. Michelle Dominguez, Student Activities, Student Worker II
   p. Leilani Escobar, Transfer Center, Student Worker I
   q. Ricardo Fernandez, Academic Learning Center, Student Worker II
   r. Esteban Flores, Occupational Education, Student Worker II
   s. Lilia Gonzalez, Academic Learning Center, Student Worker II
   t. Andrea Houston, Counseling, Student Worker I
   u. Tsutomu Katagiri, Academic Learning Center, Student Worker II
   v. Lawrence Keener, Information Systems, Student Worker III
   w. Bertha Lambare, King City Education Center, Student Worker III
   x. Carmen Lockhart, HEP, Student Worker III
   y. Dipesh Lod, Academic Learning Center, Student Worker II
   z. Cecilia Lopez, EOP&S, Student Worker II
   aa. Celestine Lopez, Counseling, Student Worker I
   bb. Pedro Lara, Cafeteria, Student Worker I
   cc. Jemika Markham, Career Center, Student Worker III
   dd. Elizabeth Martin, GearUp Grant, Student Worker III
   ee. Lizabeth Martinez, Academic Learning Center, Student Worker II
   ff. Christina Marquez, Admissions & Records, Student Worker I
Governing Board Meeting

PERSONNEL ACTION ITEMS APPROVED/RATIFIED AT THE JULY 10, 2007

1. Seiichi Matsuda, Academic Learning Center, Student Worker III
2. Leonel Medrano, MESA, Student Worker III
3. Corey Menefee, EOP&S, Student Worker II
4. Dan Miller, Information Systems, Student Worker III
5. Samuel Mora, Information Systems, Student Worker IV
6. Claudia Ochoa, Academic Learning Center, Student Worker I
7. Mihir Patel, Academic Learning Center, Student Worker II
8. Mihir Patel, Cafeteria, Student Worker I
9. Mayra Perez, HEP, Student Worker III
10. Rogelio Pincon, Academic Learning Center, Student Worker II
11. Mark Rebolledo, Information Systems, Student Worker III
12. Christian Regalado, Financial Aid, Student Worker III
13. Joanne Romero, Library, Student Worker II
14. Genaro Sanchez, MESA, Student Worker III
15. Jose Sanchez, Academic Learning Center, Student Worker II
16. Yvette Sanchez, Library, Student Worker I
17. Humberto Santana, HEP, Student Worker I
18. Ramon Serrano, Admissions & Records, Student Worker I
19. Sherrie Simmons, Academic Learning Center, Student Worker IV
20. Suzanne Soto, Business Services, Student Worker I
21. Amanda Stefani, Financial Aid, Student Worker III
22. Valerie Torres, Library, Student Worker I
23. Daisy Valencia, Academic Learning Center, Student Worker I
24. Jesus Valladolid, GearUp, Student Worker III
25. Esther Vargas, Fine Arts/Social Science/Language Arts, Student Worker II
26. Monica Zamora, Occupational Education, Student Worker I
HARTNELL COMMUNITY COLLEGE DISTRICT

SPECIAL MEETING OF THE BOARD OF TRUSTEES

July 28, 2007

CALL TO ORDER  The Special Meeting of the Board of Trustees of Hartnell Community College District was called to order in Conference Room, Courtyard Marriott, 17225 El Rancho Way, Salinas at 9:00 a.m. by Board President, Aaron Johnson.

PRESENT  Board of Trustees: Bill Freeman, Aaron Johnson, John Martinez, Berna Maya, Brad Rice, Kari Lee Valdés, and Dr. Phoebe Helm, Interim Superintendent/President and Board of Trustees Secretary.

FACILITATOR  Stephen P. Collins, M. S., C. P. A.

PUBLIC COMMENTS  There were no public comments.

PURPOSE OF MEETING  The purpose of meeting is to address the Recommendation #7 from the Western Association of Schools and Colleges, Accrediting Commission for Junior and Community Colleges that recommends the Board complete an ethics statement to include a process for sanctions and trustee development plan.

Board President, Aaron Johnson encouraged Board Members to look on the College website, Accreditation, and read Recommendation #7 of the Accreditation Visiting Team Report. He also encouraged the audience to review the report, especially potential board candidates.

PRESENTATIONS  Dr. Helm had the Board Members to do an exercise in psycho-geometrics and explained different personality traits. Being mindful of these traits can help communication. She also stated the goal of the day was to develop an ethics statement that includes a process for sanctions.

Additionally, she reminded the Board that they had agreed to voluntarily obtain ethics certification (required by Gov. Code, AB1234 for certain elected officials) as would the college leadership team. Thus, they, as well as members of the leadership team would need to attend one of two ethics certification training sessions that have been scheduled on September 6 and September 12, 2:00-5:00 p.m.
Dr. Helm further stated that the workshop on shared governance requested by the Board is being planned by the College senates, unions and administration using the professional services of Leon Baradet. Dates for these workshops are anticipated for September.

Stephen Collins, Facilitator, began the discussion citing two websites which he believed summarized the ethical behavior of a board. The two websites are www.acct.org (Association of Schools Board) and www.tasb.org (Texas Association of School Boards). The concepts include:

- Act as a Unit
- Equity in Attitude
- Trustworthiness in Stewardship
- Honor in Conduct
- Integrity of Character
- Commitment to Service

Each concept was reviewed and Board Members were able to discuss their personal views, provide input and ideas.

A procedure for sanctioning members who commit ethical violations was also reviewed by the Board. For clarification, minor revisions were made to the procedure. Overall, the Board was in agreement with the ethics statement and sanctions process and authorized Dr. Helm to revise Board Policy 1055, Ethical Conduct of the Governing Board to include the concepts and sanction process presented.

The revised policy will go to the August board meeting for its first reading; its second reading in September, and once approved it will be posted on the College website.

There was some discussion on the Board’s current vacancy. Dr. Helm stated that the Monterey County Office of Education has informed the District that District 1 cannot be filled by appointment but will be filled in November 2007 election.

**ADJOURNMENT** There being no further business, the meeting was adjourned at 1:00 p.m.

Aaron Johnson  
Board of Trustees President  

Phoebe K. Helm  
Interim Superintendent/President  
Board of Trustees Secretary
HARTNELL COMMUNITY COLLEGE DISTRICT

REGULAR MEETING OF THE BOARD OF TRUSTEES

August 7, 2007

CALL TO ORDER
The Regular Meeting of the Board of Trustees of Hartnell Community College District was called to order in the Board Room at 4:01 p.m., by Board President Aaron Johnson.

PRESENT
Board of Trustees: Aaron Johnson, President; Berna Maya, Vice-President; Bill Freeman; Kari Lee Valdés; Dr. Phoebe Helm, Interim Superintendent/President and Board of Trustees Secretary

ARRIVING AFTER CALL OF ORDER
John Martinez arrived at 4:30 p.m.

ALSO PRESENT
Student Trustee: Lorena Moreno

ABSENT
Brad Rice

ADOPT AMENDED AGENDA
On a motion by Kari Lee Valdés, seconded by Bill Freeman, and unanimously carried, the Board moved to adopt the amended agenda with a revision on Consent Action Item 16, Personnel Matters.

PUBLIC COMMENT ON CLOSED SESSION ITEMS
There were no public comments on Closed Session Items.

CLOSED SESSION
The Board Members, Phoebe K. Helm, Interim Superintendent/President, and Tamberly Petrovich adjourned to Closed Session at 4:06 p.m. to consider legal, personnel, labor, and/or contract matters authorized for Closed Session per Government Code Sections, 3549.1, 54956.9, 54957 and/or 54957.6.

OPEN SESSION
Board President, Aaron Johnson reconvened the meeting at 5:22 p.m.

PRESENT
In addition to those present at the Call to Order, were the following:

Management Staff: Celia Barberena, Vice President, Student Services; Larry Carrier, Vice President, Administrative Services; Allan Hoffman, Vice President, Instruction; Tamberly Petrovich, Director, Human Resources/Equal Employment Opportunity

Academic Senate: Jennifer Lagier Fellguth, President

Hartnell College Faculty Association: Melissa Stave, 1st Vice President

Classified Senate: Langston Johnson, Senator

C.S.E.A.: Margie Wiebusch, President

Student Senate: Lorena Moreno, President

The Pledge of Allegiance was recited.
Board of Trustees Meeting – August 7, 2007

REPORT OUT FROM CLOSED SESSION

Board President, Aaron Johnson reported out the following closed session items.

**Side-by-Side Agreement**
On a motion by Kari Lee Valdés, seconded by Bill Freeman and unanimously carried, the Board approved a side-by-side, non-precedent agreement which enables faculty to receive to review and update all programs, including course outlines and student learning outcomes to meet accreditation standards and deadlines.

**Interim Travel Expenses – Transitional Costs**
On a motion by Berna Maya, seconded by Kari Lee Valdés, and unanimously carried, the Board approved all interim candidates travel expenses not to exceed $1500.

On a motion by Berna Maya, seconded by Kari Lee Valdés, and unanimously carried, the Board approved documented transitional costs for Phoebe Helm, Interim Superintendent/President.

**Personal Service Contracts**
On a motion by Bill Freeman, seconded by Berna Maya, and unanimously carried, the Board authorized the Superintendent/President to establish a personal service contract with Esteban Soriano for district and college assessment and planning not to exceed $200,000.

On a motion by Kari Lee Valdés, seconded by Bill Freeman, and unanimously carried, the Board moved to ratify a 90 day notice to Maas Companies pursuant to Article 6 Term and Cancellation.

On a motion by Bill Freeman, seconded by Berna Maya, and unanimously carried the Board approved to establish a personal service contract with Leon Baradet to present shared governance workshops for the Board and College leadership groups.

PUBLIC COMMENTS

Susan Sanchez, student, expressed concerns regarding the services available to evening students. She stated that evening students are not afforded the same opportunities as day students in relation to student government participation.

Bill Miliward, student, thanked Dr. Helm for changes and offered data that he has collected regarding course offerings in comparison with the College catalogue.

Ruby Rentiera, student intern funded by CSUMB and Hartnell College for research at the USDA/ARS, spoke about her studies at the USDA. She thanked her mentor, Dr. Carolee Bull, Plant Pathologist, USDA and Kelly Locke, Hartnell College instructor, for their dedication to the program. Ruby plans on furthering her studies this fall at Sacramento State in plant pathology.

Dr. Carolee Bull stated that the program currently has 18 Hartnell College students, three of which are participating in an in-depth mentorship. She further mentioned that Ruby received commendation from the City of Salinas for her studies at the USDA.

PRESENTATIONS AND REPORTS

**Bond Oversight Committee**

Damon Felice, Townsend Management, Inc. provided the Board an update on construction projects. At present, the production piling for the CALL building will be completed in September. The Performing Arts building will be ADA compliant by June 2008. Currently, working drawings are being developed for the northeast landscape project as well as the student center. The marquee sign, as well as 4 directional signs, will be completed within four to six weeks. Fundraising efforts are underway for the athletic fields, and the East Campus facility plans will be submitted to the State Department next week.

Trustee Martinez asked when the Board might see plans for the East Campus facility. Damon responded that Board Members are invited to any user meeting or Bond Oversight Committee meeting. The next Bond Oversight Committee is Wednesday, August 8, 2007, 3:00 p.m., Board Room.
CONSENT ACTION

On a motion by Berna Maya, seconded by Kari Lee Valdés and unanimously carried, the Board moved to approve Consent Action Items 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 as presented. Consent Action Items, 2 and 7 were pulled for further discussion. Consent Action Item 15 was pulled for further clarification of title.

MINUTES

1. The July 10, 2007 Governing Board Minutes are not available at this time.

RATIFIED DISBURSEMENTS

2. Ratified disbursements from college accounts: General Cafeteria, Child Development, Capital Outlay Restricted, Property Acquisition Restricted and Deferred Maintenance Funds, Revolving, Bookstore, Scholarship & Loan, Athletic, Associated Student Body. While approved, this item was pulled for further discussion. Trustee Freeman thanked Dr. Helm and Larry Carrier for providing the Board with a breakdown of legal fees. He further requested that this information be provided to the Board on a regular basis. Dr. Helm responded that she has no objection providing this information; however, would need to check with staff regarding format.

MOU HARTNELL/ FIRST 5 MONTEREY COUNTY

3. Approved the Memorandum of Understanding between First 5 Monterey County and the Hartnell College Child Development Center for fiscal year 2007-08 to conduct developmental screenings and assessments of the children served, and for making referrals to appropriate agencies.

CDC PARENT GUIDE

4. Approved Hartnell College Child Development Center 2007-08 Parent Guide. The California State Department of Education, Child Development Division requires that the Governing Board review and approve annually program policies and procedures presented in the Child Development Center Parent Guide.

CDC SELF-EVALUATION 2006-07


MOU HARTNELL/ SOLEDAD GEAR UP PROGRAM

6. Approved the Memorandum of Understanding between Hartnell College and Soledad Unified School District for GEAR UP Program to provide programming and support intended to create and maintain a college-going culture to 1100 students, their families, and the faculty at the Main Street Middle School and Soledad High School.

CURRICULUM COMMITTEE ACTIONS

7. Approved Curriculum Committee actions from February 2007 through May 2007. While approved, the Board pulled this item for further discussion on courses that were deleted or moved to inactive status. Curriculum Chair, Kathy Mendelsohn was present and helped clarify and answer questions from the Board.

RE-APPOINTMENT BOND OVERSIGHT COMMITTEE

8. Re-appointed Javier Aldape and Donald Young to the Independent Citizens Bond Oversight Committee for an additional two years, 2007-2009.

CONTRACT- M. J. JOHNSON FOR 2007-2009

9. Approved agreement with M. J. Johnson, Consultant for grant writing services for 2007-2009 not to exceed $45,000 per fiscal year

SURPLUS PROPERTY

10. Declared property as surplus and authorize disposal by the Administration as agreed.

1. Sell or transfer items to other not for profit public agencies (pursuant to Article 9, Sections 81452(a) and (c) of the Education Code)

2. Dispose of property that is of insufficient value to defray the costs of arranging a sale (pursuant to Article 9, Section 81452(c) of the Education Code)

e-COLLEGE MANAGEMENT LICENSE

11. Approved the Contract with e-College for on-line course software management licenses for the next three years. Funds in the amount of $114,000 will be provided from block grant and PFE funding.
12. Ratified Professional Services Contract with HMH Engineering for the P.E. Renovation Project. This project includes a topographical survey, site utility survey, and site boundary survey for the baseball, softball soccer, track, and football fields. The total cost for this professional service contract is $36,000. Funding will be from Measure H bond funds.

13. Approved contract with Hospital Council of Northern and Central California to accept funding for Medical Laboratory Technician Program Director in the amount of $97,850 per year for the next three years.

14. Approved suspension of enrollment for admitting first year students in the Hartnell College Medical Laboratory Technician Program in order to conduct a program review as required by the Discontinuance Process.

15. A correction to the title of this item was made to include a process for sanctions. The Board approved First Reading of Revision of Board Policy 1055, Ethical Conduct of Governing Board Members including a Process for Sanctions as recommended by the Western Association of Schools and Colleges.

16. Ratified and/or Approved personnel actions as listed below:

I. Retirements, Resignations, Releases and Leave Requests
   1. Ratified resignations of regular personnel:
   2. Approved leave request:

II. Classification and Compensation
   1. Deleted obsolete Management Classification as follows:
      a. Bookstore Manager

III. Request for new position/change to existing position
   1. Deleted position allocation:
      a. Delete allocation for vacant regular position (#A-11) in the Bookstore as follows: Bookstore Manager, full-time Management position. This position was recently vacated by the incumbent who was promoted to another position. Follett will now fill the Bookstore Manager position with a Follett employee.

IV. Request to hire Short-Term employees
   1. Approved Short-term Staffing Requests:
      a. Data Entry, for approximately 40 hours, Business Services, to provide data entry services to establish grant information database, August 8 - 31, 2007. This or similar services will not be extended or needed on a continuing basis.

V. Appointments
   1. Ratified appointment of regular classified personnel:
      a. Part-time, 30 hours per week, 12 months per year, Secretary (#CC-149), High School Equivalency Program, Step A, effective July 23, 2007. This action refills an existing vacant position. **Susan Rosales-Nava**
b. Full-time, 40 hours per week, 12 months per year, Administrative Assistant (#CC-143), Nursing & Health Services, Step C, effective July 16, 2007. This action refills an existing vacant position. **Valerie Berthiaume**

2. Approved appointment of regular academic personnel:
   a. Full-time, tenure-track, RN/LVN Instructor (#F-101), Nursing and Health Education, Column B, Step 13, effective August 17, 2007. **Mary Young**

3. Ratified appointment of short-term classified employees:
   a. Library Technician, $15.05/hr, Educational Technologies & Library Services, June 8 – June 30, 2007. This or similar services will not be extended or needed on a continuing basis. **Evette Torres**
   b. Senior Library Technician, $15.80/hr, Educational Technologies & Library Services, June 6 – June 30, 2007. This or similar services will not be extended or needed on a continuing basis. **Senetra Harris**
   c. Computer/Telephone Technician, $21.70/hr, Educational Technology & Library Services, June 6 – June 15, 2007. This or similar services will not be extended or needed on a continuing basis. **Nathan Swearingen**

4. Ratified appointment of substitute classified employees:
   a. Administrative Assistant, $14.35/hr, Academic Learning Center & Distance Education, July 2 – August 30, 2007. **Maria DeLeon**
   b. Custodian, $12.30/hr, Maintenance, intermittently between July 1, 2007 – June 30, 2008. **Jose Aguilar**
   c. Custodian, $12.30/hr, Maintenance, intermittently between July 1, 2007 – June 30, 2008. **Salome Gaitan**

5. Ratified appointment of Professional Experts:
   a. To provide child care and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00- $16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009. **Gloria Stephens**
   b. To supervise Summer Health Institute students in the Nursing Skills Lab, $15.00/hr, Regional Health Occupational Resource Center, June 25 – June 29, 2007. **Amanda Della Mora**

VI. Special Projects and Stipends

1. Ratified Special Project Agreements and/or Payments:
   a. Guy Agrati, to provide skills lab instruction and oversight to students; assist faculty of record in conducting classes, June 18 – July 13, 2007, projected 25.5 hours @ $56.51/hr, total not to exceed $1,441.
   b. Mary Cousineau, to provide skills lab instruction and oversight to students; assist faculty of record in conducting classes, June 18 – July 13, 2007, projected 9 hours @ $56.51/hr, total not to exceed $508.59.
   c. Nancy Schur, to provide skills lab instruction and oversight to students and to present theory lectures; assist faculty of record in conducting classes, June 18 – July 13, 2007, projected 4 hours lecture @ $61.43/hr and 54 hours lab @$56.61/hr, total not to exceed $3,297.26.
   d. Janeen Whitmore, to provide skills lab instruction and oversight to students; assist faculty of record in conducting classes, June 18 – July 13, 2007, projected 13.5 hours @ $56.51/hr, total not to exceed $762.89.

ADMINISTRATIVE SERVICES

BUDGET REVISIONS

On a roll call vote and unanimously carried, the Board moved to approve Budget Revisions numbered 7099 to 7126.

RESOLUTION

7:11

On a roll call vote and unanimously carried, the Board approved Resolution No. 7:11 certifying acceptance of funds and approving the contract from State Department of Education for the Child Development Center facilities renovation and repair lottery. An award of $18,623 will be reimbursed to the College.
RESOLUTION 7:12
On a roll call vote and unanimously carried, the Board approved Resolution No. 7:12 to establish two cash funds for use at the Hartnell College Education Center which will initiate and maintain efficient working conditions and better serve students.

INFORMATION ITEMS

FINANCIAL STATEMENTS
None were received

AUDIT REPORT AND FINDINGS
Dr. Helm provided an oral report regarding repeated audit findings in relation to grant funded salaries and the keeping of time and activity logs. Dr. Helm has directed the administration to ensure time and activity logs accompany all timecards paid by grant funding. It is expected that this process should be cleaned up by next year.

STUDENT SENATE REPORT
Lorena Moreno, Student Senate President and Student Trustee distributed the Associated Student Body Short and Long Term Goals for 2007-2008. She further announced that the Senate is coordinating a welcoming of students for fall.

ACADEMIC SENATE REPORT
Dr. Jennifer Lagier Fellguth, Academic Senate President reported that the Senate has been working on revamping their webpage; identifying vacancies on shared governance committees; orientation of new senators; working with the classified senate and union on a shared governance workshop, and revising the shared governance handbook.

CLASSIFIED SENATE REPORT
Langston Johnson, Classified Senate Senator reported that the Senate had its first meeting with newly elected senators on July 26, 2007; working with others on a shared governance workshop and looked forward to renewed institutional involvement.

PRESIDENT’S REPORT
Dr. Helm commended Ruby Renteira, Dr. Carolee Bull for their presentation and acknowledged Dr. Kelly Locke for her efforts on the USDA internship program.

She also thanked Beverly Grova and John Bosio for organizing the construction trade breakfast and reported that the construction program is being further developed.

She spoke of the CHISPA Open House of which she attended and commended Ben Turner, the students and other partners in this project.

She reported on two of the Board’s four goals (Accreditation; Finances; Communication; New President) and asked that the goals become a standing item under Presentations and Reports.

Goal 1: Accreditation – with the Board’s approval of faculty stipends for the revising and updating course curriculum, and the approval of Consultant, Esteban Soriano, and Leon Baradet, the Board and College are on target to meet this goal.

Goal 2: Finances – Summer 2007 FTEs enrollment was up by 3% and the Fall 07 enrollments are up 8.8% compared to the same date last year. The goal is to achieve a balanced budget and begin restoring reserves.

The Board has completed two workshops: 1) on goal setting and 2) ethics and processes for sanctions and has approved the development of a third on shared governance.

Dr. Helm informed the Board that a written response to Trustee Freeman’s request for information on the Student Ambassador Program and Science Fairs is available in their mail packet. His request regarding library cards for high school students will be ready next month.

She asked that standing reports of Senates, Superintendent/President and the Bond Oversight Committee Report be presented in written form so that they can be posted on the College website after the Board Meeting.
Dr. Helm invited the Board to Fall Convocation scheduled on August 20th. The day's events begin at 7:45 a.m. with light refreshments and BBQ lunch at 11:30 a.m.

In closing, she reminded the Board to contact Lucy to sign up for the Ethics Certification compliance training on September 6 or September 12, 2-5 p.m., PAF125.

**BOARD COMMUNICATION**

Trustee Freeman stated that he appreciated all of the positive energy and thanked Ruby Renteira for her presentation.

Trustee Valdés reported that she participated in a two-day food safety course; she suggested students be given an incentive for recycling; as a member of the Western Stage Auxiliary Board, she commended Dr. Kathleen Rose on her presentation regarding accreditation; she solicited support for the September 13 Mixer and September 15 Gala Event sponsored by the Western Stage Auxiliary Board; and stated she is pleased the board agenda and packet are available online.

Trustee Martinez reported he is pleased that the construction industry is developing partnership with Hartnell College. He further stated this concept (partnerships) has been in place with Salinas Valley Memorial Healthcare System for some time. He hopes that other industries will come forward with their support. In addition, he thanked student Susan Sanchez for sharing her concerns regarding evening students and the services available at Hartnell College.

Trustee Maya thanked Ruby Renteira for her fine presentation and thanked Dr. Helm for allowing Ruby to present.

Chairman Johnson reported that after much consideration, he has decided not to run for reelection for the Hartnell College Trustee to represent District 3.

**HUMAN RESOURCES AND EQUAL EMPLOYMENT OPPORTUNITY**

None

**FUTURE AGENDA ITEMS**

Trustee Freeman asked for additional information on evening students and the services available. Dr. Helm will extend that to include Saturdays and other sites.

Trustee Valdés requested a presentation on the Western Stage performances and partnerships with the College.

Trustee Valdés inquired about a meet and greet for potential board member candidates. Dr. Helm responded that she is working with the senates/unions to plan a public forum for candidates.

**NEXT MEETING**

The next Board of Trustees Meeting is scheduled for September 11, 2007, 4:00 p.m. in the Hartnell College Board Room, 156 Homestead Avenue, Salinas, CA.

**ADJOURNMENT**

On motion of Bill Freeman, seconded by Kari Lee Valdés and unanimously carried, the meeting was adjourned at 7:30 p.m.

Aaron Johnson
Board of Trustees President

Dr. Phoebe K. Helm
Interim Superintendent/President; Secretary
Board of Trustees
AGENDA ITEM FOR BOARD MEETING OF:  September 13, 2007

Title:
Ratify Disbursements of College Accounts

Number:
D.2

Area:
Administrative Services
Supplement AS-2

Status:
Consent Action

Recommended Action:

That the Board of Trustees ratify the lists of disbursements from college accounts.

Summary:

The numbers below are a summary of the attached lists of disbursements from college accounts, presented for ratification.

COUNTY WARRANTS
GENERAL, CAFETERIA, CHILD DEVELOPMENT, CAPITAL OUTLAY RESTRICTED, PROPERTY ACQUISITION RESTRICTED, AND SCHEDULED MAINTENANCE FUNDS

<table>
<thead>
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SUBTOTAL ............................................... $2,480,756.91

Note: Legal fees (contained in above summary) total $21,332.35

CHECKING ACCOUNTS
GENERAL FUND REVOLVING

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TOTAL ............................................... $2,496,531.46

Budget Implications:

None. Items are included in the Tentative Budget.
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## Warrant Register For Warrants
### Dated 7/6/2007

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**Total Amount of All Warrants:** $837,484.83
Hartnell Community College

Warrant Register For Warrants
Dated 7/11/2007

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Total Amount of All Warrants: $389,968.29
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Total Amount of All Warrants: $29,053.04
District: 24  
Hartnell Community College

Warrant Register For Warrants  
Dated 7/23/2007

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Total Amount of All Warrants:  $215,767.24
## Warrant Register For Warrants
### Dated 7/31/2007

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### Warrant Register For Warrants
Dated 7/31/2007

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### Warrant Register For Warrants
#### Dated 7/31/2007

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## Warrant Register For Warrants
### Dated 7/31/2007

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**Total Amount of All Warrants:** $761,277.39
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<td>Appoint Student Member of the Independent Citizens’ Bond Oversight Committee</td>
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<tr>
<td>Office of Superintendent/President</td>
<td>Consent Action</td>
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Recommended Action:

That the Board of Trustees approve Noe Otero to the Independent Citizens’ Bond Oversight Committee for a term of two year(s).

Summary:

On January 21, 2003, the Board adopted a Resolution to Appoint Members of the Independent Citizens’ Bond Oversight Committee and Adopted Committee Bylaws. At that time, the initial members of the group were appointed with the exception of the member from the bona fide taxpayers association who was subsequently appointed at the May 6, 2003 Board Meeting. Based on criteria established by Prop 39, the membership of the committee is to consist of seven members:

1. student enrolled and active in a community college support group/student government (Noe Otero)
2. active in a business organization representing the business community
3. member active in a senior citizens’ organization
4. active in a bona-fide taxpayers association
5. active in a support organization for the college, such as the Foundation
6. community-at-large

At its August 31, 2007 meeting, the Associated Student of Hartnell College approved Noe Otero to serve on the Independent Citizens’ Bond Oversight Committee for a term of two year(s).

Budget Implications:

None
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

<table>
<thead>
<tr>
<th>Title:</th>
<th>Number:</th>
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<tr>
<td>Ratify Grant Application to the United States Department of Education for a Title V Developing Hispanic Serving Institutions Program for a Cooperative Grant for Hartnell College and Gavilan College</td>
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<td>Office of the Associate Vice President Educational Technology and Library Services</td>
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Recommend Action:

That the Board of Trustees ratify this grant application to the United States Department of Education for a Title V Developing Hispanic Serving Institutions Program for a Cooperative Grant for Hartnell College and Gavilan College.

Summary:

On August 7, 2007, in a cooperative effort, Hartnell College and Gavilan College submitted a grant in the amount of $3,565,000 over a five-year period to the United States Department of Education for a Cooperative Title V Grant for Developing Hispanic Serving Institutions. This grant focuses on English language skills, information competency, and computer literacy. Hartnell is the lead institution. Successful grant recipients are expected to be notified late September.

Budget Implication:

If awarded, the Cooperative Title V Grant is $3,565,000 over five years. Hartnell would receive $1,986,666 and Gavilan would receive $1,578,334 over the grant period. There are no matching funds and no general fund monies will be used to implement this grant.
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

<table>
<thead>
<tr>
<th>Title:</th>
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<td>Ratify the California Mini-Corps (Teacher Preparation) Agreement with Hartnell Community College for 2007-08</td>
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<td>Office of Student Services Supplement SS-1</td>
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Recommended Action:

That the Board of Trustees ratify the agreement between the California Mini-Corps (teacher prep) and the Hartnell Community College for the effective August 20, 2007 through August 31, 2008.

Summary:

The Mini-Corps program provides college students an opportunity to prepare for a teaching career. By participating in this program, college students gain field experience in the classroom that can be incorporated into their four year college education career. For more than 15 years Hartnell College has collaborated with Mini-Corps through an agreement which is renewed every year.

Through this agreement, Hartnell College agrees to furnish office space for one (1) California Mini-Corps coordinator, and for a part-time office assistant. Both positions are paid for by the California Mini-Corps. Telephone service will be provided by the college, but the cost of this service will be charged to California Mini-Corps. Office space will be shared if appropriate. The California Mini-Corps agrees to recruit 18 to 20 college students from a migrant/farm worker background to participate in the Mini-Corps program at the Hartnell College campus, which consists of field experience and training on how to prepare for a career in teaching.

Budget Implications:

None
2007-2008

MEMORANDUM OF UNDERSTANDING FOR A CALIFORNIA MINI-CORPS PROGRAM AT HARTNELL COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into by and between California Mini-Corps, and Hartnell Community College, hereafter referred to as “HCC”, and the California Mini-Corps, a component of the California Master Plan for Migrant Education, P.L. 98-211, who shall hereafter be referred to as “CMC”, which is for the purpose of providing a California Mini-Corps program for migratory children in Monterey County which is located within the Migrant Operating Agency, Region 16. In order to implement and conduct the program during the 2007-2008 academic year, “CMC” and “HCC” agree as follows:

WHEREAS, this program will provide eligible students from Hartnell Community College an opportunity to experience working with migrant children in a classroom setting,

WHEREAS, these students will gain pre-teaching experience that can be integrated with their educational career, and,

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

UNDER THIS AGREEMENT "HCC" AGREES TO:

1. Allow Mini-Corps to recruit from members of the 2007-08 HCC student body 18-20 (20 maximum) students as participants for the Mini-Corps program.

2. When possible assist the CMC coordinator in the interview and selection of the participating students.

3. If Mini-Corps’ participants are awarded a Federal College Work Study Award as part of their financial aid package, HCC agrees to consider the Mini-Corps program as a work site placement. Any such placements would be subject to the mutual agreement of both parties. Accurate time records will be maintained.

4. Overall supervision of the college coordinator will be the responsibility of CMC.

5. Furnish office space for the CMC coordinator, and for a part-time office assistant.

6. HCC will provide telephone services. The cost for telephone service will be charged to CMC.

7. HCC will submit all invoices for office operating expenses for fiscal year (2007-08) to CMC by July 15, 2008. (Mini-Corps recommends quarterly billing of expenses incurred by the Mini-Corps Program.)

UNDER THIS AGREEMENT "CMC" AGREES TO:

1. Provide the coordinators who will work full time supervising all Mini-Corps activities in cooperation with the HCC, school districts, and migrant education program.

2. College coordinator will provide on-going workshops to all Mini-Corps participants in the program and conduct ongoing recruitment of high school seniors at local high schools.

Page 1 of 3
3. CMC will be responsible for all salaries and workers compensation due to Mini-Corps students assigned to work.

4. College coordinator will provide an End-Of-The-Year Report to the college Dean/EOP Director, who has the responsibility for the Mini-Corps program.

5. Provide recruitment, placement, inservice training, advising, supervision and evaluation of the Porterville College students who are participating in the Mini-Corps program.

6. Provide a part-time office assistant for the "CMC" coordinator.

7. CMC shall pay all office operating expenses.

8. CMC will have all Mini-Corps participants finger printed and cleared before the participants are assigned to work in a classroom.

9. CMC participants must meet the No Child Left Behind requirement.

10. CMC will provide Mini-Corps students with an overview of policies and legal implications regarding sexual harassment.

UNDER THIS AGREEMENT, GENERAL CONDITIONS AGREED TO BY "CMC" AND "HCC" SHALL BE AS FOLLOWS:

1. The students selected must have the following qualifications:
   - Demonstrate competency at the Math and English level as measured by the college assessment.
   - Must meet the income level for financial aid as stipulated in the financial aid criteria.
   - Be a citizen of the United States, or meet resident criteria.
   - Be former migrant, former farm workers or have personal experiential knowledge of the migrant lifestyle.
   - Be enrolled full-time at the college, and be a liberal arts or single subject major.
   - Maintain a minimum of 2.0 or higher cumulative GPA.
   - Be proficient in English, with a high degree of proficiency in the language of the target population.

2. CMC shall at no time be considered the agent of HCC.

3. It is expressly understood and mutually agreed that the success of the program is the condition for the continuation of this agreement. Either party may terminate the agreement upon thirty (30) days written notice of the other party.
4. All students will be placed in targeted schools serving migrant children as designated by the migrant education operating agency

5. CMC shall not assign or transfer in anyway its interest or obligations under this agreement without written consent from HCC.

6. This agreement may be amended or modified at anytime by mutual agreement of the parties upon thirty (30) days written notice.

ASSURANCES:

1. CMC will be responsible for all costs of this program not explicitly stated in this agreement.

2. CMC agrees to defend and hold “HCC” and its officers, agents, and employees free from any and all liabilities, claims, demands, actions, losses, damages, and costs, including costs of defense thereof, caused by, arising out of, or in any way related to CMC’s action or omissions in the performance of this agreement. Mini-Corps shall maintain a liability insurance policy in amounts of not less than $5 million per occurrence for personal injury and $5 million for property damage, and shall name the college as additional insured and provide for not less than thirty (30) days notice of cancellation or material charge. A certificate of insurance stating these conditions shall be issued to HCC by Mini-Corps’ insurance carrier. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California, which carries shall be reasonably satisfactory to HCC. At the inception of the Agreement, CMC shall furnish to HCC a certificate of insurance or other evidence that such insurance is in effect.

DURATION AND MODIFICATION OF AGREEMENT:

1. The term of this agreement begins August 20, 2007 and terminates August 31, 2008.

2. The terms of the contractual agreement are contingent upon funding.

3. The CMC Director/Assistant Superintendent has the sole authority to sign contractual agreements, or amendments thereof, for the Mini-Corps program.

EXECUTED ON THE DATES SHOWN BELOW:

CALIFORNIA MINI-CORPS

By: Maria Avila, Director/Asst. Supt.

Date: August 1, 2007

HARTNELL COMMUNITY COLLEGE

By: Larry Carran

Hartnell Community College Official

Title: Vice President of Administrative Services

Date: 8/23/07

Page 3 of 3
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<td>Ratify Agreement for Clinical and Observational Programs between Hartnell College and Kaiser Permanente for Phlebotomy Students</td>
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<tr>
<td>Instructional Services Supplement IS-1</td>
<td>Consent Action</td>
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</table>

**Recommended Action:**

That the Board of Trustees ratify the agreement for clinical and observational programs between Hartnell College and Kaiser Permanente for phlebotomy students.

**Summary:**

Pursuant to a grant through the Regional Health Occupations Resource Center (RHORC), Hartnell College will provide clinical rotation sites for summer Phlebotomy students who have successfully completed the didactic portion of the course, with 40 hours of clinical experience which is necessary for completion of the Phlebotomy certification. These hospital practicum rotations shall take place at Kaiser Permanente in the Walnut Creek area in conjunction with Diablo Valley College. Under the agreement of the Statewide Medical Laboratory Technician Program Grant with Diablo Valley College (previously approved). As a RHORC Grant partner, Diablo Valley College is already receiving salary support for: the Distance Education Coordinator who will supervise the student rotations.

**Budget Implications:**

None
AGREEMENT FOR CLINICAL AND OBSERVATIONAL PROGRAMS  

BETWEEN  

HARTNELL COLLEGE  

AND  

KAISER FOUNDATION HOSPITALS AND  
THE PERMANENTE MEDICAL GROUP, INC.  

THIS AGREEMENT is entered into effective AUGUST 1, 2007 ("Effective Date") by and between HARTNELL COLLEGE ("School"), and KAISER FOUNDATION HOSPITALS ("Hospitals"), a California non-profit and public benefit corporation and THE PERMANENTE MEDICAL GROUP, INC. ("TPMG"), a California professional medical corporation. (Hospitals and TPMG are sometimes hereinafter referred to collectively as "Kaiser Permanente").  

PREAMBLE  

School provides educational programs for students in subject areas related to the health care services provided through Kaiser Permanente.  

Kaiser Permanente has the facilities and personnel in its Northern California medical centers ("Medical Center") that are able to provide clinical and observational experience to students enrolled in School's educational training programs.  

School desires to arrange with Kaiser Permanente for clinical and observational experience for School's students and Kaiser Permanente desires to provide such training experience.  

NOW THEREFORE, the parties agree as follows.  

1. GENERAL INFORMATION  

   A. This Agreement governs the establishment and operation of clinical and observational programs at Kaiser Permanente Medical Centers. School and individual Medical Centers may make arrangements for such programs, on the terms and conditions set forth herein, in various substantive areas of practice. Each area, such as physical therapy or nursing, in which a program is established is a "Clinical Program." The Clinical Programs covered by this Agreement are set forth in Exhibit A attached hereto and incorporated herein by this reference. Additional Clinical Programs may be added by amendment of this Agreement as set forth in Section 11.B herein.  

   B. Each Medical Center is solely responsible for determining whether to participate or continue participation in any Clinical Program offered by School. The Medical Centers that may host Clinical Programs are listed in Exhibit B, attached hereto.
and incorporated herein by this reference.

C. If Kaiser Permanente and School were party to one or more agreements regarding the same subject matter as this Agreement, then these agreements will be considered terminated by Kaiser Permanente as of July 31, 2007, it being the intent of the parties to have this single Agreement supersede any and all prior agreements in their entirety.

2. RESPONSIBILITIES OF SCHOOL

A. School shall designate a faculty member for each Clinical Program (a "Clinical Program Liaison") who shall be the liaison to all Medical Centers that host that Clinical Program. For example, if School has physical therapy programs at three Medical Centers, School will designate one Clinical Program Liaison for physical therapy at all three Medical Centers. The Clinical Program Liaison shall have the responsibilities described in Section 2.B. herein and shall be the principal contact person for each facility for resolving operational issues that arise under this Agreement.

B. Each Clinical Program Liaison shall be responsible for contacting the appropriate Kaiser Permanente representative at each participating Medical Center listed in Exhibit B, in order to obtain consent to establish Clinical Programs and to make arrangements for approved Clinical Programs. Such arrangements shall be made prior to the commencement of each Clinical Program and shall include establishment of the following by mutual agreement, with respect to the Clinical Program in each Medical Center:

1. The maximum number of students to be accepted at any time in the Clinical Program.

2. The number of hours for each student's Clinical Program and the time period during which the hours must be completed.

3. Any prerequisites for acceptance of students into the Clinical Program, including but not limited to, course work, physical requirements, and any health precautions, such as immunizations.

4. The general structure of the Clinical Program and other administrative matters.

C. Prior to the commencement date of each Clinical Program, School shall provide to each Kaiser Permanente Clinical Program Coordinator (as defined in Section
3.B.), the name, address and telephone number of each participating student
and any additional information reasonably required by Kaiser Permanente, such
as evidence of compliance with Clinical Program prerequisites.

D. School shall be responsible for all classroom instruction, evaluation, supervision,
control and discipline of the students in the Clinical Programs.

E. School will maintain all personnel and academic records of the students.

F. School will enforce rules and regulations governing the students that are
mutually agreed upon by School and Kaiser Permanente.

G. School will notify the students that they are responsible for:

1) Following the administrative policies of Kaiser Permanente

2) Arranging their own transportation;

3) Reporting to Kaiser Permanente on time and following all established
   rules and regulations of Kaiser Permanente;

4) Arranging for their own health insurance

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

6) Maintaining confidentiality of patient information in accordance with State
   and federal law. No student will have access to or have the right to
   review any medical record, except where necessary in the regular course
   of their Clinical Program. The discussion, transmission or narration in
   any form by students of any patient information obtained in the regular
   course of the Clinical Program is forbidden except as permitted by law.

3. RESPONSIBILITIES OF KAISER PERMANENTE

A. Each Medical Center will accept from School the mutually agreed upon number
of students in the Clinical Programs; provided, however, that Medical Center
may decline to accept any student who does not meet the applicable Clinical
Program prerequisites. Medical Center will provide Clinical Program students
with a supervised clinical experience.

B. Each Medical Center will designate for each Clinical Program, a person
responsible for coordinating and resolving operational issues related to the
Clinical Program with the appropriate Clinical Program Liaison (a "Kaiser
Permanente Clinical Program Coordinator").

C. Medical Center may request School to withdraw from a Clinical Program any
student (1) who Medical Center, in its sole discretion, determines is not performing satisfactorily; (2) who fails to abide by Medical Center's administrative policies, procedures, rules and regulations; or (3) who Medical Center determines has not satisfied the prerequisites for participation. Such request must be in writing and must include a statement of the reason or reasons why Medical Center desires to have the student withdrawn. School shall comply with any such request within seven (7) days of the date thereof.

D. Kaiser Permanente retains responsibility to direct all patient care.

E. Kaiser Permanente will, on any day when a student is participating in a Clinical Program, provide to a student necessary emergency health care or first aid for accidents occurring in its facilities. Except as herein provided, Kaiser Permanente will have no obligation to furnish medical or surgical care to any student.

4. **EQUAL OPPORTUNITY: EMPLOYMENT OF THE HANDICAPPED; AFFIRMATIVE ACTION FOR DISABLED VETERANS; VETERANS OF THE VIETNAM ERA; AND OMNIBUS RECONCILIATION ACT**

A. School will provide services to Members without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran's status. School recognizes that as a governmental contractor Kaiser Permanente is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which also may be applicable to subcontractors. School, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses from the Federal Acquisition Regulation (FAR) at 48 CFR Part 52 shall be incorporated herein by reference as required by federal laws, executive orders, and regulations, including the following FAR clauses: (a) Equal Opportunity (Feb. 1999) at FAR 52.222-26; (b) Affirmative Action for Disabled Veterans of the Vietnam Era (April 1998) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Small Business Subcontracting Plan (Oct. 1999) at FAR 52.219-9.

B. Omnibus Reconciliation Act - Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499) providing for access by the Secretary of Health and Human Services (HHS) and the Comptroller General to the books and records of School to the extent it provides services are incorporated in the Agreement.

5. **DISPUTE/ISSUE RESOLUTION**

A. In the event of any disputes over, or if any issues arise regarding, the implementation or interpretation of this Agreement, the Clinical Program Liaison and the Kaiser Permanente Clinical Program Coordinator at the applicable facility shall meet and confer in good faith in an effort to resolve the dispute or
issue. School shall designate a single representative for all Clinical Programs to whom all disputes or issues shall be referred in the event the parties cannot reach agreement at the facility level. The School representative so designated shall meet with a representative of the Kaiser Permanente Regional Health Plan/Hospitals Outside Services Department in an effort to resolve such disputes or issues.

B. If the parties fail to resolve any dispute in the manner set forth above, and such dispute may directly or indirectly concern or involve any term, covenant or condition herein, then the parties shall settle the dispute by final and binding arbitration in the County of Alameda in accord with the Code of Civil Procedure Sections 1280 et seq. or successor statutory provisions governing arbitration. Judgment upon the award rendered by the arbitrators may be entered by either party in any court having jurisdiction thereof. Each party shall bear its own costs of arbitration and shall bear the compensation and costs of the arbitrator in proportion to the arbitrator's determination of each party's relative liability.

6. STATUS OF SCHOOL AND KAISER PERMANENTE

It is expressly understood and agreed that this Agreement is not intended and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between School, Kaiser Permanente and students, but is rather an agreement by and between independent contractors, these being School and Kaiser Permanente.

7. STATUS OF STUDENTS

It is expressly agreed and understood by School and Kaiser Permanente that students participating in Clinical Programs are in attendance for educational purposes, and such students and other employees or agents of School involved in the Clinical Programs are not considered employees of Kaiser Permanente for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance or any other benefit or payment from Kaiser Permanente.

8. HOLD HARMLESS

A. School agrees that in consideration of the Clinical Programs provided hereunder it will indemnify and hold harmless (and at Kaiser Permanente's request defend) Kaiser Permanente and all other persons or organizations cooperating in the conduct of the health care program commonly known as Kaiser Permanente Medical Care Program, and each of their shareholders, employees, agents, partners, officers and directors (each of which persons and organizations is an Indemnitee) from and against any and all claims, loss, damages, liability, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, for or in connection with injury (including death) or damage to any
person or property to the extent and in the proportion resulting from the negligence or otherwise wrongful act or failure to act or willful misconduct of School, its instructors, employees, agents, or by any students participating in the Clinical Programs.

B. Kaiser Permanente will indemnify and hold School harmless (and at School's request, defend) School from any and all claims, loss, damages, liability, costs, expenses (including reasonable attorneys' fees), judgments or obligations whatsoever, for or in connection with injury (including death) or damage to any person or property to the extent and in the proportion resulting from the negligent act or failure to act or willful misconduct of Kaiser Permanente, its directors, officers, partners, employees or agents, under the provisions of this Agreement.

9. INSURANCE

A. During the term of this Agreement, School agrees that it will self-insure or procure and maintain in full force and effect, at its sole expense, combined bodily injury and property damage liability insurance with limits of not less than $500,000 per occurrence and $1,000,000 annual aggregate covering the obligations and liabilities of School referred to herein. Such coverage must provide for thirty (30) days prior written notice to Kaiser Permanente of any intended material change to or cancellation of said coverage. Certification of insurance evidencing such coverage or evidence of self-insurance shall be provided to Kaiser Permanente prior to the effective date of this Agreement.

B. School will self-insure or procure and maintain in full force and effect malpractice coverage covering School, its officers, agents, employees, and students, while using the facilities of Kaiser Permanente as provided for herein and further covering Kaiser Permanente as an agency used by School as a clinical affiliate, with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. A certificate evidencing such insurance coverage or evidence of self-insurance shall be provided to Kaiser Permanente prior to the effective date of this Agreement. Such coverage and certificate must provide for thirty (30) days prior written notice to Kaiser Permanente of any intended material change to or cancellation of said coverage.

C. School shall self-insure or procure and maintain in full force and effect during the term of this Agreement, workers' compensation insurance covering its employees and students while participating in the Clinical Programs herein provided. Such coverage and certificate must provide for thirty (30) days prior written notice to Kaiser Permanente of any intended material change to or cancellation of said coverage.
10. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect unless and until terminated by either party in accordance with this Section 10.B.

B. This Agreement may be terminated by either party upon the giving of thirty (30) days prior written notice to the other. Notwithstanding the foregoing, this Agreement may be terminated immediately by Kaiser Permanente in the event School fails to maintain coverage required by Section 9, which termination shall be a termination with cause.

C. Each Kaiser Clinical Program Coordinator at each Medical Center has sole discretion to terminate, decline to initiate or renew, or modify those Clinical Programs for which he or she is responsible.

D. Notwithstanding Section 10.B. or 10.C., any "without cause" termination of this Agreement or termination of an individual Clinical Program at any Medical Center shall not take effect with respect to students participating in the affected Clinical Programs on the date of such notice of termination or deletion until such time as those Clinical Programs are completed in accordance with their original terms.

11. MISCELLANEOUS

A. Notice: All notices provided herein to be given by one party to the other will be deemed to have been given when written and personally delivered or deposited in the United States mail, certified, postage prepaid, and addressed to the parties at the addresses set forth after their signatures on the execution page.

B. Entire Agreement: This Agreement, Exhibit A, Exhibit B, and any Amendments thereto contain the entire agreement of the parties. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force and effect. Except as provided herein, no modification or amendment of this Agreement will be effective unless written and signed by both parties.

C. Waiver: No waiver of any default under this Agreement or under any agreement or document executed in connection herewith shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option hereunder or thereunder shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any other right, privilege or option. No waiver of any provision hereof by a party hereto shall be deemed to have been made unless or until such waiver shall have been reduced to writing and signed by the party making such waiver. Failure by a party to enforce any of the terms, covenants or conditions of this Agreement for
any length of time or from time to time shall not be deemed to waive or
decrease the rights of such party to insist thereafter upon strict performance of
the other party.

D. **Severability:** In the event that any term or provision of this Agreement shall to
any extent be held by a court of proper jurisdiction to be invalid or
unenforceable for any reason, the remainder of this Agreement shall not be
affected thereby, and the remaining terms and provisions hereof shall remain in
full force and effect. The invalid or unenforceable provision shall, to the extent
permitted by law, be deemed amended and given such interpretation as to
achieve the intent of this Agreement.

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

F. **Authority to Execute:** The undersigned individuals represent and warrant that
they are fully authorized to execute this Agreement on behalf of the respective
parties.

G. **Third Party Beneficiary:** Nothing in this Agreement shall be construed to create
any duty to, any standard of care with reference to, or any liability to anyone not
at party to this Agreement.

H. **Assignment:** School shall not assign any rights or delegate any duties under this
Agreement without prior written consent of Kaiser Permanente.
THREE PARTY STUDENT AGREEMENT AMONG

KAISER FOUNDATION HOSPITALS, THE PERMANENTE MEDICAL GROUP, INC.

AND

HARTNELL COLLEGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

KAISER FOUNDATION HOSPITALS

By: ___________________________
Name: Bellinda Rossmiller
Title: Regional Administrator
Medical Services Contracting

Date: 8-20-07

HARTNELL COLLEGE

By: ___________________________
Name: Phoebe K. Helm
Title: Supt. / Pres.

Date: 8-09-07

Medical Services Contracting
1800 Harrison Street, 7th Floor
Oakland, CA 94612

THE PERMANENTE MEDICAL GROUP, INC.

By: ___________________________
Name: Bellinda Rossmiller
Title: Regional Administrator, Medical Services Contracting

Date: 8-20-07

Medical Services Contracting
1800 Harrison Street, 7th Floor
Oakland, CA 94612
EXHIBIT A
HARTNELL COLLEGE
PROGRAMS CURRENTLY OFFERED
AUGUST 1, 2007

The following Clinical Program(s) is/ are provided for in this Agreement:

1. Phlebotomy for Medical Laboratory Technician Students
# EXHIBIT B

## KAISER FOUNDATION HOSPITALS

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<td>HAYWARD</td>
<td>27400 Hesperian Blvd., 94545</td>
<td>510/784-4000</td>
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<tr>
<td>SAN RAFAEL</td>
<td>99 Monticello Rd., 94903</td>
<td>415/444-2000</td>
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<tr>
<td>OAKLAND</td>
<td>280 W. MacArthur Blvd., 94611</td>
<td>510/596-1000</td>
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<td>SANTA CLARA</td>
<td>900 Kiely Blvd., 95051</td>
<td>408/294-6400</td>
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<tr>
<td>REDWOOD CITY</td>
<td>150 Veterans Blvd., 94063</td>
<td>650/299-2000</td>
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<tr>
<td>SANTA ROSA</td>
<td>401 Bicentennial Way, 95401</td>
<td>707/571-4000</td>
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<tr>
<td>RICHMOND</td>
<td>330 Cutting Blvd., 94804</td>
<td>510/307-1500</td>
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<tr>
<td>SOUTH SACRAMENTO</td>
<td>6600 Bruceville Rd., 95823</td>
<td>916/688-2000</td>
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<td>ROSEVILLE</td>
<td>1600 Eureka Rd., 95661</td>
<td>916/784-4000</td>
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<td>SOUTH SAN FRANCISCO</td>
<td>1200 El Camino Real, 94080</td>
<td>415/742-2000</td>
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<td>SACRAMENTO</td>
<td>2025 Morse Avenue, 95823</td>
<td>916/973-5000</td>
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<td>VALLEJO</td>
<td>975 Sereno Drive, 94589</td>
<td>707/651-1000</td>
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<td>SAN FRANCISCO</td>
<td>Geary Campus, 2425 Geary Blvd., 94115</td>
<td>415/202-2000</td>
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<tr>
<td>WALNUT CREEK</td>
<td>1425 South Main Street, 94596</td>
<td>925/295-4000</td>
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<tr>
<td>SAN JOSE</td>
<td>250 Hospital Parkway, 95119</td>
<td>408/972-7000</td>
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EXHIBIT B
KAISER PERMANENTE MEDICAL OFFICES

ANTIOCH
3400 Delta Fair Blvd., 94509
925/779-5000

DAVIS
1955 Cowell, 94553
530/757-7100

FAIRFIELD
1550 Gateway Blvd., 94533
707/427-4000

FREMONT
39400 Paseo Padre Pkwy., 94538
510/795-3000

FRESNO
7300 N. Fresno St., 93720-2942
559/448-4500

GILROY
7520 Arroyo Circle, 95020
408-848-4600

MARTINEZ
200 Muir Road, 94553
925/372-1000

NOVATO
97 San Marin Drive, 94945
415/899-7400

NAPA
3285 Claremont Way, 94558
707/258-2500

MILPITAS
770 East Calaveras Blvd., 95035
408/945-2900

MOUNTAIN VIEW
555 Castro St., 94041
650/903-3000

PETALUMA
3800 Lakeville Highway, 94952
707/765-3900

PLEASANTON
5600 Stoneridge Mall Rd., 94566
925/847-5000

RANCHO CORDOVA
10725 International Dr., 95670
916/631-3000

RICHMOND
901 Nevin Avenue, 94801
510/307-1500

ROSEVILLE
1600 Eureka Rd, 95661
916/784-4000

SAN JOSE
260 International Circle, 95119
408/972-3000

STOCKTON
1305 Tommydon St., 95210
209/476-2000

VACAVILLE
3700 Vaca Valley Parkway, 95688
707/453-5000
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<tr>
<td>Administrative Services Supplement AS-3</td>
<td>Consent Action</td>
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**Recommended Action**

That the Board of Trustees ratify an annual service contract with BFI Waste Services of Salinas that started on 08/01/07.

**Summary**

Last year, an agreement expired between Hartnell College and Waste Management for trash removal services on the Main Campus and East Campus. Through the standard procedure, two quotes were obtained for trash removal services. BFI Waste Services of Salinas returned a proposal for the best services at the lowest price. The one-year contract began August 1, 2007. This new company’s recycling representative has been very helpful and has provided support for our burgeoning recycling program.

**Budget Implications**

Annual service is estimated at $32,000 per year and is budgeted in the General Fund.
**SERVICE AGREEMENT**

**BILLING INFORMATION**

- **CUSTOMER (BUSINESS NAME):** Heartwell College
- **STREET NUMBER:** 156
- **STREET NAME:** Homestead
- **CITY:** Salinas
- **STATE:** CA
- **ZIP:** 93973
- **PHONE:** 831-697-1341
- **FAX:** 831-697-1341
- **CONTACT:** A.M. Areola
- **NUMBER OF INVOICES REQUIRED:**
- **INV. PAGE ERK BY SER LOC:** (Y/N)

**SERVICE LOCATION INFORMATION**

- **CUSTOMER NAME:** Heartwell College
- **OR:**
- **STREET NUMBER:** 156
- **STREET NAME:** Homestead
- **CITY:** Salinas
- **COUNTY:**
- **ZIP:** 93973
- **PHONE:** (Y/N)
- **CONTACT:**

**RECEIPTS REQUIRED?**  (Y/N)

**SPECIAL BILLING?**  (Y/N)

**C.O.D.?**  (Y/N)

**PO. NUMBER:**

**PO. AMENDMENT NUMBER:**

**JOB NUMBER:**

**AFFILIATION:**

**SPECIAL INSTRUCTIONS:**

**Date of Agreement:** 07/30/07

**Effective Service Date:** 08/10/07

---

**TERMS: NET 10 DAYS**

BFI Waste Services of Salinas
271 Blanco Street, Salinas, CA 93901
831-375-3800

**NAME OF OPERATING BROKER (IN SUBSIDIARY):**

**NAME:**

**SIGNATURE:**

**TITLE:**

---

**TERMS AND CONDITIONS**

**ARTICLE I: SERVICES RENDERED**

Customer grants to the undersigned (BFI) the exclusive right to collect and dispose of all Customer's Waste Materials (which include recyclable materials) and agrees to make the payments as provided for herein and BFI agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement. BFI shall have no confidentiality obligation with respect to any non-collaborative materials except to the extent set forth in BFI's form of Confidentiality Agreement separately entered into by BFI and Customer and expressly referencing this Service Agreement.

---

**ARTICLE II: WASTE MATERIALS**

The Waste Material to be collected and disposed of by BFI pursuant to this Agreement is all solid waste (including recyclable materials) generated by Customer. BFI shall not have any obligation to collect, transport, store, or dispose of any materials that are deemed by Customer to be hazardous material or to be excluded from this Agreement.

The Terms and Conditions continue on the reverse side of this page.
ARTICLE IV

TITLE

BFI shall acquire title to the Waste Material when it is loaded into BFI's truck. Title to and liability for any excluded waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless BFI from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in BFI's trucks, containers or other equipment. Customer agrees to comply with all description of and/or procedures with respect to removal of contaminants.

ARTICLE V

PAYSMENT

Customer agrees to pay BFI a monthly basis for the service and/or equipment furnished. BFI shall charge the customer the amount of the invoice. Payment shall be made by BFI to Customer within 30 days of the receipt of an invoice from BFI. If Customer defaults, BFI may, at its discretion, determine whether BFI will be entitled to charge a late fee as determined by BFI. If no payment is received within the due date, BFI may, at its discretion, determine whether BFI will be entitled to charge a late fee as determined by BFI. If no payment is received within the due date, BFI may, at its discretion, determine whether BFI will be entitled to charge a late fee as determined by BFI.

ARTICLE VI

RATE ADJUSTMENTS

Because disposal and fuel costs constitute a significant portion of the cost of BFI's services provided hereunder, Customer agrees that BFI may increase the rates hereunder proportionately to adjust for any increases in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that BFI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that BFI may also increase the rates from time to time to adjust for increases in the Consumer Price Index. Changes to the type, size and amount of equipment, the type or frequency of service, or corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the actions and omissions of the parties, without altering the validity of this Agreement and this Agreement shall be deemed amended accordingly.

ARTICLE VII

SERVICE CHANGES

The equipment furnished hereunder by BFI shall remain property of BFI, however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for adjusting for any increases in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that BFI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that BFI may also increase the rates from time to time to adjust for increases in the Consumer Price Index.

ARTICLE VIII

RESPONSIBILITY FOR EQUIPMENT

The equipment furnished hereunder by BFI shall remain property of BFI, however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for adjusting for any increases in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that BFI may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that BFI may also increase the rates from time to time to adjust for increases in the Consumer Price Index.

ARTICLE IX

DAMAGE TO PAVEMENT

In the event Customer terminates this Agreement prior to its expiration other than as a result of a breach by BFI or BFI terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay to BFI a liquidated damages of not less than the amount set forth in the following table, which is a reasonable estimate of the penalty for early termination of this Agreement and is not intended to constitute liquidated damages.

ARTICLE X

LIQUIDATED DAMAGES

If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected, or, if such breach is not correctable, terminate its performance hereunder. The non-breaching party shall have the right to terminate this Agreement, effective immediately, if the breach is not cured within ten (10) days thereof. In the event of such breach, the non-breaching party may terminate this Agreement, effective immediately, if the breach is not cured within ten (10) days thereof. The non-breaching party may terminate this Agreement, effective immediately, if the breach is not cured within ten (10) days thereof.
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<th>Title:</th>
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<tr>
<td>Approve Agreement with Professional Personnel Leasing, Inc. for Professional and Technical Services Related to the Search for a Superintendent/President</td>
<td>D.8</td>
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<tr>
<td>Human Resources &amp; Equal Employment Opportunity (Supplement HR-2)</td>
<td>Consent Action</td>
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</table>

**Recommended Action:**

Approve an Agreement with Professional Personnel Leasing, Inc. for professional and technical services related to the search for a Superintendent/President.

**Summary:**

At its August 9, 2007 meeting, the Superintendent/President Search Steering Committee, under the leadership of Board of Trustees President Aaron Johnson, reviewed information submitted by several executive search firms interested in assisting the Board with the recruitment and selection of a Superintendent/President. The Steering Committee interviewed the top candidate on August 16, 2007 and recommends Professional Personnel Leasing, Inc. (PPL) of Pebble Beach, CA to perform this task.

PPL will provide the services of Jack Bessire to serve as the principal Search Consultant and Dr. Carl Ehmann as the backup Search Consultant. Both Mr. Bessire and Dr. Ehmann, who facilitated the placement of the Interim Superintendent/President, are familiar with the District.

Attached (Supplement HR-2) is the Agreement between Professional Personnel Leasing, Incorporated and Hartnell Community College District for your consideration.

**Budget Implications:**

The cost associated with this item is $25,000 plus necessary reasonable expenses. These expenses are budgeted in the 2007-08 Tentative Budget.
AGREEMENT BETWEEN
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
AND
HARTNELL COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 14th day of September, 2007, by and between Hartnell Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., (hereinafter "PPL") to utilize professional and technical services of Jack Bessire and other consultants as needed to conduct a search for a Superintendent / President.

IT IS MUTUALLY AGREED that Consultant will provide the consulting services as shown in Appendix "A" under the following terms and conditions.

NOW, THEREFORE, it is agreed as follows:

1. District Support. The District shall reimburse the Consultants for necessary reasonable expenses that will be approved before incurred, including but not limited to transportation, meals, lodging, for activities included in Appendix "A" as appropriate.

2. Indemnification. To the extent allowed by law, District and PPL, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.

3. Consultant Not Employee of District. It is understood that PPL is responsible for the actions of its officers, employees, and servants; that Consultant is not an employee or servant of District regardless of nature and extent of the acts performed by Consultant; that inasmuch as said Consultant shall not be an employee of District, District does not assume liability under law for any act of Consultant performing or traveling pursuant to this Agreement. Furthermore, as Consultant is a self-employed independent contractor, neither the District nor PPL shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Consultant.

4. Payment. Payment in consideration of this Agreement shall be for twenty five thousand dollars ($25,000.00). PPL will bill two thousand five hundred dollars ($2,500.00) at the end of each month from September, 2007 through June 2008 for the services outlined in Appendix "A". The District will reimburse PPL for services.
provided by Consultant within thirty days (30) of receipt of a valid invoice from PPL.

5. Status of District and PPL. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and PPL, but is, rather, an agreement by and between the independent contractors, these being District and PPL.

6. Limitations of Consultant Powers. Regarding Appendix "A", to the extent that the law allows, Consultant will discharge those duties that are consistent with his/her status as an independent contractor. In addition the District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and Consultant shall coordinate to ensure the orderly and consistent administration of the area of consultation. It is further understood and agreed, it is a District responsibility to ensure that a true independent contractor relationship is established and maintained.

7. Terms of Agreement. This Agreement shall remain in full force and effect beginning September 1, 2007 and ending June 30, 2008, or when the search is completed.

Contract #HCCDSPSCHJB0907
Tax Id # 33-0205012

Dated August 22, 2007

By
Maynard Sommer, Executive Vice President / CFO
32920 Riverside Drive.
Springville, CA 93265
Phone/Fax (559) 539 3006
Email ppl@springvillewireless.com

HARTNELL COMMUNITY COLLEGE DISTRICT

DATED: ____________

By:
Name
Title
Address
Phone
Fax

Supplement HR 2 2
APPENDIX "A"
INDEPENDENT CONTRACTOR
PROFESSIONAL PERSONNEL LEASING, INCORPORATED
Dr. Jack Bessire Principal Consultant

DESCRIPTION OF SERVICES:

Consult and advise the Board and District administration in matters pertaining to the selection of a Superintendent/President. Other services requested are open to negotiations.

1. Provide services as outlined in the proposal presented July 9, 2007 on pages seven through ten.

The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultant shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5.
Services we provide

We will assist the District in all aspects of a full search from the initiation to the completion of the search and selection. We will work directly with the Board and Search Committee in designing a search process that will meet the needs of the Hartnell CCD. Specifically, we are prepared to provide the following:

1. Design and direct the search as approved by the Board
   a. Help design the search process.

   Suggestions will be made to the Board of Trustees for designing the process, including suggesting steps and timelines for the process. We will also suggest ways in which College resources are used to help assure consistency in the process and in implementing cost-effective measures.

   b. Assist in appraisal of District leadership needs.

   We will work with the Board of Trustees, faculty staff, students and community to identify expectations and characteristics important and essential to the position (work ethic, experience, knowledge, passion, commitment, credentials, management style, compensation, expectations, etc.) and college opportunities and challenges. We will conduct campus and community forums to aid in this appraisal.

   c. Advise the Board on the constituencies to be involved in the search.

   If requested, PPL will assist the Board in identifying those constituencies to be involved in the search and will help define the responsibilities of the participants in the search. The responsibilities of the Search Committee will be communicated by PPL to the Search Committee. We will also suggest ways to assure the utmost confidentiality for candidates and to promote college and community understanding.

   d. Draft the candidate qualification criteria and help design the announcement brochure and publicity releases.

   Based on the appraisal of district leadership needs and existing job descriptions, the Consultant will work with the Director of Human Resources and the Search Committee to draft the candidate qualification criteria and brochure for Board approval.
2. Plan and conduct nation-wide recruitment

a. Nationwide advertising assistance.

The District will place announcements in a variety of publications and send brochures and letters to provided mailing lists. PPL will review those lists with the Director of Human Resources and suggest other places where advertising might be helpful.

b. Personalized recruitment by the Consultant

An extensive recruitment effort will be made through personal contacts within our higher education network. Personal letters will be sent and phone calls will be made to potential candidates identified by members of the PPL consulting team.

PPL maintains a roster of 200 community college consultants and interim administrators. We will ask for assistance in our recruitment efforts from many of these individuals.

We will make special recruitment efforts to reach prospective candidates in California and other states through e-mail and phone calls to prospective candidates. In addition, we will contact nation-wide resources to help in our recruitment. National associations and community college leadership programs will be involved in this effort. Top candidates from recent searches will be recruited.

The Search Consultant may be listed in announcements as a source for candidates and will be available to answer questions for prospective candidates.

c. Monitor candidate pool

We will work closely with the Director Human Resources to assure that an adequate pool is developed prior to screening.

d. Monitor equal opportunity guidelines

We will help assure that the search is conducted in accordance with Hartnell College equal opportunity guidelines and policies by monitoring each step of the process with the assistance of the Director Human Resources and Equal Opportunity.
3. Assist in the initial pre-screening of applications

   a. The Consultant will review each application to determine whether the applicant meets minimum qualifications.

   b. The Consultant will meet with the Search Committee to review applicants and to orient the Committee to its responsibilities. Opportunity will be made for the Search Committee to review and rate all of the applications that meet minimum qualifications. The Committee will have access to all applications and may ask for further review of any applicant who was screened out for not meeting minimum qualifications.

   c. The Consultant will work with the Search Committee and Director of Human Resources in developing interview questions and preparing for the interviews of the candidates. At the request of the Search Committee, PPL will conduct up to reference phone calls on the candidates to be interviewed.

   d. The Consultant will work with the Search Committee in developing a rating method to identify the top 3-5 finalists to be recommended to the Board.

   e. The Consultant will prepare the alphabetical and unranked list of three to five finalists for the Board. PPL will provide a summary of the candidates to be recommended to the Board and will discuss with the Board the strengths and weaknesses of the candidates noted by the Search Committee.

4. Reference and background investigation and report on finalists

   a. We will work with the Director of Human Resources to assure that legal requirements of The Fair Credit Reporting Act and the Investigative Consumer Reporting Agencies Act are met.

   b. The Consultant will interview past employers and supervisors, key campus leaders, board members, and staff. Any identified concerns will generate additional reference calls. The Consultant will also conduct a computer search to identify any information that may have a bearing on the selection of the candidate.

   c. The Consultant will summarize the reference checking for each finalist and present it to the Board prior to the final selection.
5. Assist the Board in the final selection process

a. The Consultant will work with College personnel to arrange community/campus forums and meetings with constituent groups for the finalists. Participants in the forums and meetings will be given an opportunity to comment in writing on each finalist, and the Consultant will summarize these comments for the Board.

b. The Consultant will assist the Board in developing interview questions and preparing for the interviews of the finalists.

c. The Consultant will discuss the finalists with the Board in terms of strengths, weaknesses and match as found in the Search Committee proceedings and the reference checking.

d. The Consultant will assist the Board in determining whether a site visit is necessary, in arranging a visit team, and determining how to conduct the visit. It is expected that College staff will make travel arrangements for the visit(s).

e. The Consultant will assist in developing a contract with the final candidate as requested by the Board. The Consultant will also recommend, if requested, appropriate salary and benefit offers.

f. The Consultant will work with the Board to develop a strategy to familiarize the Superintendent/President with the college and the community.

g. The Consultant will meet with the Board and new Superintendent/President to review Board and district expectations and to set preliminary goals.

Support we require

PPL will depend on the Hartnell CCD for the following support:

a. Providing a liaison person between the Board and the Consultant. We would recommend that the liaison be the Director of Human Resources.

b. Scheduling of all meetings, including room reservations and notices to participants

c. Printing the brochure and placing all advertisements

d. Mailing announcements to community college administrators

e. Receiving applications and reviewing them for completeness; notifying applicants of status of their applications

f. Making travel arrangements for a visit to campus of finalist
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<tr>
<td>Office of the Superintendent/President</td>
<td>Consent Action</td>
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Recommendation Action:

That the Board of Trustees approve the Search Committee for Superintendent/President.

Summary:

Representatives of the various employee groups, students, and community will make up the search committee.

Budget Implications:
None
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<tr>
<td>Administrative Services Supplement AS-4</td>
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Recommended Action:

That the Board of Trustees ratify the contract between Hartnell Community College District and Esteban Soriano, doing business as Applied Development Resources.

Summary:

In order to fulfill its mission, Hartnell Community College District needs to gather and analyze data that will enable faculty and staff to assist students in obtaining education and training. The results of these analyses will aid the District in addressing the needs of the community. In order to achieve these goals, a needs assessment must be conducted using a reasonable sample of the Hartnell District. Analysis of these findings will culminate in an up to date Educational and Facilities Master Plan.

Budget Implications:

Not to exceed two hundred thousand dollars ($200,000.00) which will be paid from Measure H Bond funds and contributions from local businesses.
AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between Hartnell Community College District ("District"), a non-profit local-governmental agency having its principal place of business at 156 Homestead Ave., Salinas, California, and Esteban Soriano, doing business as Applied Development Resources ("Contractor"), having its principal place of business at 6823 Moorhen Place, Carlsbad, CA 92011.

ARTICLE I. TERM OF AGREEMENT

Section 1.01 Term. This Agreement will become effective on August 13, 2007, and will continue through June 30, 2008 as specified by the District or terminated prior to that date as provided herein, or extended by the mutual agreement of the parties that is reduced to writing.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01 Specific Services. Esteban Soriano shall perform the services described in Exhibit A attached hereto and incorporated herein; and all services incidental thereto, and such other services as mutually agreed upon with District.

Section 2.02 Method of Performing Services. Contractor agrees to perform during the term of the Agreement, the full and complete range of services set forth in Exhibit A to this Agreement. Contractor agrees to consult with the District regarding the methods and means for carrying out the responsibilities and obligations under this Agreement, to the extent that they might interfere with the District’s operations.

ARTICLE III. FEES

Section 3.01 FEES. Contractor’s fees for professional services described in Exhibit A is based on a total contract amount not to exceed two hundred thousand dollars ($200,000.00) Contractor will perform and direct the services to be performed under this Agreement. Billing shall be done on a monthly basis. Contractor’s rate will be fixed for the term of this Agreement.

Section 3.02 Payment of Contractor Invoices. Contractor will invoice District for services described in Exhibit B. Contractor’s invoices are payable by the District within fifteen (15) days of receipt of the invoice by the District.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

Section 4.01 In General. In the performance of the work, duties and obligations devolving upon Contractor, it is mutually understood and agreed that the parties to this Agreement are at all times acting and performing as independent contractors, and nothing in this Agreement shall be construed to create between the District and Contractor an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Without limiting the foregoing, no offer or obligation of permanent employment with the District is intended or implied in any manner by this Agreement.
Section 4.02  **Control of Contractual Performance.** District shall not have or exercise any control or direction over the methods by which Contractor shall perform its work and functions. The sole interest of District is to assure that Contractor’s services are performed and administered in a competent, efficient and satisfactory manner, without inappropriate impact on District’s professional educational services, and that all applicable provisions or law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation, regulation, and administration of colleges are fully complied with by all parties hereto; and additionally, that any and all expenditures of funds are within the guidelines of this Agreement, and that all Contractor invoices submitted for payment are appropriate in form and content.

Section 4.04  **Hours of Work.** Contractor shall perform work during such hours and days as are necessary to perform the full and complete range of services in a timely manner, as required by this Agreement. All hours worked by the Contractor will be paid at the rates described in Section 3.01.

Section 4.05  **Compliance with Hartnell College By-laws, Rules and Regulations.** Contractor shall provide the contractual services in strict accordance with all applicable laws and regulations, District’s rules, regulations, policies and procedures, without limitation:

Section 4.06  **Reports.** Contractor shall make any requested or necessary reports to the District, and/or to other groups and/or agencies, as needed, or as may be designated by the District. The Contractor shall be compensated in accordance with section 3.01.

Section 4.07  **No Benefits: Indemnification.** Contractor shall have no claim under this Agreement, or otherwise, against District for employment compensation, workers compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employee benefits. It is expressly agreed by the parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of the District. Contractor agrees to indemnify, defend and hold District harmless from and against any and all claims, liability, loss, costs or obligations (including, without limitation, interest and penalties) made against District based upon any claim that Contractor has failed to make proper and timely payment of any of the required tax contributions for itself, its employees and/or for its purported agents.

Section 4.08  **Cooperation.** If the Internal Revenue Service, or any other State or federal governmental agency, should inquire about, question or challenge the independent contractor status of Contractor with respect to District, the parties hereto mutually agree that:

(a) Each shall inform the other party hereto of such inquiry or challenge.

(b) District and Contractor shall each have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service or any other State or federal governmental agency, regardless of who initiated such discussions or negotiations.

(c) In the event the Internal Revenue Services, or any other State or federal governmental agency concludes that an independent contractor relationship does not exist, District may terminate this Agreement effective immediately upon written notice.
Section 4.09 Non-Exclusivity. The professional services to be provided by Contractor hereunder are intended to be non-exclusive in nature, and both parties expressly reserve the right to contract with other entities for the same or similar services. However, during the term of this Agreement, the Contractor undertakes to retain the service capacity necessary to provide those professional services described in this Agreement, to the extent necessary to meet the service goals and timetables set forth herein, as amended from time to time.

Section 4.10 Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Contractor further agrees to fully disclose and discuss any potential conflict of interest that might arise from those professional services rendered to other Districts, and/or from Contractor’s other activities.

ARTICLE V. OBLIGATIONS OF CONTRACTOR

Section 5.01 Insurance Coverage Requirements. Without limiting in any way Contractor’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of professional liability insurance.

Section 5.02 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the District and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis and will have $1,000,000 limit of liability.

(a) Each liability policy shall provide that the District shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

(b) Prior to the execution of this Agreement by the District, Contractor shall file certificates of insurance with the District, showing that the Contractor has in effect the insurance required by this Agreement. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clauses in this Agreement, which shall continue in full force and effect.

Section 5.03 Indemnification. Contractor shall indemnify, defend and hold harmless the District, its officers, trustees, agents, and employees from and against the following:

(a) any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys’ fees) on account of Contractor’s non-payment for any work, services, materials, or supplies furnished or supplied by such third parties to or for either the Contractor or Contractor’s subcontractors in connection with the performance of this Agreement, and
(b) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys’ fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with the wrongful, willful or negligent act or omission of the Contractor, its officers, employees, agents, or subcontractors in the performance of this Agreement.

ARTICLE VI. OBLIGATIONS OF THE DISTRICT

Section 6.01 Cooperation. District agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor’s services under this Agreement.

Section 6.02 Areas of Responsibility. District agrees to provide information and District’s employee’s cooperation as requested by Contractor in order to provide the professional services described in Exhibit A.

Section 6.03 Indemnification of Contractor. The District shall indemnify, defend and hold harmless the Contractor and its officers, trustees, agents, and employees from and against the following:

(a) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys’ fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, or are connected with the wrongful, willful or negligent act or omission of the District, its officers, trustees, employees or agents in the performance of this Agreement.

ARTICLE VII. TERMINATION OF THE AGREEMENT

Section 7.01 Automatic Termination. This Agreement shall terminate automatically on the occurrence of any of the following events:

(a) Completion of the project;
(b) Upon thirty (30) days’ written notice by either party, with or without cause;
(c) Upon the happening of the event described in Section 4.08(c)

ARTICLE VIII. NOTICES

Section 8.01 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices shall be certified, return receipt requested, and will be deemed communicated as of the date of receipt.
ARTICLE IX. RECORDS AND CONFIDENTIALITY

Section 9.01 Confidentiality. Contractor and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Contractor shall not disclose any confidential records or other confidential information received from the District or prepared in connection with the performance of this Agreement, unless Contractor is specifically authorized in writing to disclose such records or information. Contractor shall promptly transmit to District any and all requests for disclosure of any such confidential records or information. Contractor shall not use any confidential information gained by Contractor in the performance of this Agreement except for the sole purpose of carrying out Contractor’s obligations under this Agreement.

Section 9.02 Return of Records. When this Agreement expires or terminates, Contractor shall return to District any District or school records which Contractor utilized or received from or through District to perform services under this Agreement.

Section 9.03 Maintenance of Records. Contractor shall surrender to the District all reports and records that may be required by federal, state and/or District rules and regulations related to services performed under this Agreement. The District shall maintain such records for a period of at least three (3) years after the Contractor’s receipt of final payment under this Agreement or any extension thereof. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then the District shall retain said records until such action is resolved.

Section 9.04 Access to and Audit of Records. The District shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Contractor and its subcontractors related to services provided under this Agreement.

ARTICLE X. NON-DISCRIMINATION

Section 10.01 Non-Discrimination. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in Contractor’s employment practices or in the furnishing of services to the District. Contractor shall ensure that the hiring and treatment of its employees and applicants for employment and all Districts receiving and requesting services are free of such discrimination. During the performance of this Agreement, Contractor shall fully comply with all federal, state, and local laws and regulations that prohibit discrimination.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

Section 11.02 Waiver. Any waiver of any term or condition hereof must be in writing and signed by the parties hereto. The waiver of any of the term or condition hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
Section 11.03 Assignment and Subcontracting. Contractor shall not assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the District. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the District. Notwithstanding any such subcontract, Contractor shall continue to be liable for the performance of all requirements of this Agreement.

Section 11.04 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

Section 11.06 Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

Section 11.07 Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Section 11.08 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

Section 11.09 Construction of Agreement. The parties acknowledge that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

Section 11.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 11.11 Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

Section 11.12 Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
IN WITNESS WHEREOF, District and Contractor have executed this Agreement as set forth hereinbelow.

HARTNELL COLLEGE

By __________________________
Phoebe K. Helm
President/Superintendent

Date: 8/28/07

Applied Development Resources

By __________________________
Esteban Sotano

Date: 8/28/07
Exhibit A

Hartnell College Deliverables

Contractor will deliver the following projects that are designed to augment, support, and/or undergird the mission of Hartnell College.

1. Conduct a needs assessment from original data gathered from businesses, residents, and governmental entities, using a reasonable sample of the Hartnell District. Collect and compile useful existing data regarding such topics as population, housing, employment, industry mix, educational attainment, and other items that can be used by College administrators, faculty, and staff for planning and other purposes. Undertake meetings and presentations to key agencies, political, and economic entities throughout the Salinas Valley to inform them about this Hartnell College community data effort and to solicit their endorsement and potential partnership in this effort. As needed, continue to meet with community and campus representatives to keep them informed and involved.

2. Analyze gathered and original data and present the findings in such a way as to identify the education, training, and technical assistance needs of the Valley business and resident community as well as those programs and services that residents and employers need and have asked Hartnell College to provide. Format the findings to facilitate the opportunity for Hartnell College personnel to identify current and future educational, training, and service delivery programs it will consider offering in its service area.

3. Present progress reports and project findings to faculty, staff, and administrators. Prepare data compendiums and packets that can be used as foundational material for master planning, accreditation, curriculum review, program development, and resource allocation.

4. In concert with faculty and others, guide the development and production of an inclusive, up-to-date Educational Master Plan which represents a stand-alone Educational Master Plan as well as which meets the CCCCO requirements for revising and updating the facilities master plan, including the use of Measure H bond funds. The contractor will also oversee the updating of the narrative portion of the facilities master plan that may result from the revised educational master plan. The contractor would not be responsible for any architectural, engineering, or related construction-related professional service provider fees that might be required, to some extent, by a revised facilities master plan.
Exhibit B

Payment Schedule

In recognition that the project has variable levels of intensity and expenditures, the following payment schedule will be in effect.

Payment #:

1. Invoice Date: August 28, 2007  
   Payment Date: September 10, 2007  
   Payment Amount: $75,000

2. Invoice Date: October 12, 2007  
   Payment Date: October 31, 2007  
   Payment Amount: $50,000

3. Invoice Date: November 30, 2007  
   Payment Date: December 14, 2007  
   Payment Amount: $45,000

4. Invoice Date: May – June 30, 2008  
   Payment Date: May – June 30, 2008 upon completion of all plans, reports, etc. to the satisfaction of Hartnell College  
   Payment Amount: $30,000
AGENDA ITEM FOR BOARD MEETING OF:  September 13, 2007

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<td>Contract Between Hartnell Community College District and Stephen H. Mangelsen</td>
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**Recommended Action**

That the Board of Trustees ratify the contract between Hartnell Community College District and Stephen H. Mangelsen.

**Summary**

This consultant is being retained to do an analysis of the District’s finances from an external perspective and to make related projections. The results of the analysis will culminate in recommendations as to how to drive more funding into the classroom and to restore reserves.

**Budget Implications:**

Not to exceed twenty thousand dollars ($20,000.00). These expenditures will be budgeted in the adopted budget and paid from the Unrestricted General Fund.
AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between Hartnell Community College District ("District"), a non-profit local governmental agency having its principal place of business at 156 Homestead Ave., Salinas, California, and Stephen H. Mangelsen (Contractor"), having his principal place of business at 7358 Hihn Road, Ben Lomond, CA 95005.

ARTICLE I. TERM OF AGREEMENT

Section 1.01 Term. This Agreement will become effective on August 21, 2007, and will continue until November 9, 2007, subject to Article VII and as specified by Exhibit A.

ARTICLE II. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01 Specific Services. Stephen Mangelsen shall perform the services described in Exhibit A attached hereto and incorporated herein; and all services incidental thereto, and such other services as mutually agreed upon with District.

Section 2.02 Method of Performing Services. Contractor agrees to perform during the term of the Agreement, the full and complete range of services set forth in Exhibit A to this Agreement. Contractor agrees to consult with the District regarding the methods and means for carrying out the responsibilities and obligations under this Agreement, to the extent that they might interfere with the District’s operations.

ARTICLE III. FEES

Section 3.01 Fees. Contractor’s fees for professional services described in Exhibit "A" is based on the hourly rate of two hundred dollars ($200.00), total not to exceed twenty thousand dollars ($20,000.00), reflecting 100 hours at $200.00/hr. Contractor will perform and direct the services to be performed under this Agreement. Billing shall be done on a monthly basis. Contractor’s rate will be fixed for the term of this Agreement.

Section 3.02 Payment of Contractor Invoices. Contractor will invoice District for services described in Exhibit A on a monthly basis. Contractor’s invoices are payable by the District within thirty (30) days of receipt of the invoice by the District.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

Section 4.01 In General. In the performance of the work, duties and obligations devolving upon Contractor, it is mutually understood and agreed that the parties to this Agreement are at all times acting and performing as independent contractors, and nothing in this Agreement shall be construed to create between the District and Contractor an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Without limiting the foregoing, no offer or obligation of permanent employment with the District is intended or implied in any manner by this Agreement.
Section 4.02 Control of Contractual Performance. District shall not have or exercise any control or direction over the methods by which Contractor shall perform its work and functions. The sole interest of District is to assure that Contractor's services are performed and administered in a competent, efficient and satisfactory manner, without inappropriate impact on District's professional educational services, and that all applicable provisions or law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation, regulation, and administration of colleges are fully complied with by all parties hereto; and additionally, that any and all expenditures of funds are within the guidelines of this Agreement, and that all Contractor invoices submitted for payment are appropriate in form and content.

Section 4.04 Hours of Work. Contractor shall perform work during such hours and days as are necessary to perform the full and complete range of services in a timely manner, as required by this Agreement. All hours worked by the Contractor will be paid at the rates described in Section 3.01.

Section 4.05 Compliance with Hartnell College By-laws, Rules and Regulations. Contractor shall provide the contractual services in strict accordance with all applicable laws and regulations, District's rules, regulations, policies and procedures, without limitation:

Section 4.06 Reports. Contractor shall make any requested or necessary reports to the District, and/or to other groups and/or agencies, as needed, or as may be designated by the District. The Contractor shall be compensated in accordance with section 3.01.

Section 4.07 No Benefits; Indemnification. Contractor shall have no claim under this Agreement, or otherwise, against District for employment compensation, workers compensation, unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employee benefits. It is expressly agreed by the parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of the District. Contractor agrees to indemnify, defend and hold District harmless from and against any and all claims, liability, loss, costs or obligations (including, without limitation, interest and penalties) made against District based upon any claim that Contractor has failed to make proper and timely payment of any of the required tax contributions for itself, its employees and/or for its purported agents.

Section 4.08 Cooperation. If the Internal Revenue Service, or any other State or federal governmental agency, should inquire about, question or challenge the independent contractor status of Contractor with respect to District, the parties hereto mutually agree that:

(a) Each shall inform the other party hereto of such inquiry or challenge.
(b) District and Contractor shall each have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service or any other State or federal governmental agency, regardless of who initiated such discussions or negotiations.
(c) In the event the Internal Revenue Services, or any other state or federal governmental agency concludes that an independent contractor relationship does not exist, District may terminate this Agreement effective immediately upon written notice.
Section 4.09 Non-Exclusivity. The professional services to be provided by Contractor hereunder are intended to be non-exclusive in nature, and both parties expressly reserve the right to contract with other entities for the same or similar services. However, during the term of this Agreement, the Contractor undertakes to retain the service capacity necessary to provide those professional services described in this Agreement, to the extent necessary to meet the service goals and timetables set forth herein, as amended from time to time.

Section 4.10 Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement. Contractor further agrees to fully disclose and discuss any potential conflict of interest that might arise from those professional services rendered to other Districts, and/or from Contractor’s other activities.

ARTICLE V. OBLIGATIONS OF CONTRACTOR

Section 5.01 Insurance Coverage Requirements. Without limiting in any way Contractor’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of professional liability insurance.

Section 5.02 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the District and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis and will have $1,000,000 limit of liability.

(a) Each liability policy shall provide that the District shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

(b) Prior to the execution of this Agreement by the District, Contractor shall file certificates of insurance with the District, showing that the Contractor has in effect the insurance required by this Agreement. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clauses in this Agreement, which shall continue in full force and effect.

Section 5.03 Indemnification. Contractor shall indemnify, defend and hold harmless the District, its officers, trustees, agents, and employees from and against the following:

(a) any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys’ fees) on account of Contractor’s non-payment for any work, services, materials, or supplies furnished or supplied by such third parties to or for either the Contractor or Contractor’s subcontractors in connection with the performance of this Agreement, and
(b) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys’ fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with the wrongful, willful or negligent act or omission of the Contractor, its officers, employees, agents, or subcontractors in the performance of this Agreement.

ARTICLE VI. OBLIGATIONS OF THE DISTRICT

Section 6.01 Cooperation. District agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor’s services under this Agreement.

Section 6.02 Areas of Responsibility. District agrees to provide information and District’s employee cooperation as requested by Contractor in order to provide the professional services described in Exhibit “A”.

Section 6.03 Indemnification of Contractor. The District shall indemnify, defend and hold harmless the Contractor and its officers, trustees, agents, and employees from and against the following:

(a) any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorneys’ fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, or are alleged to arise out of, or are connected with the wrongful, willful or negligent act or omission of the District, its officers, trustees, employees or agents in the performance of this Agreement.

ARTICLE VII. TERMINATION OF THE AGREEMENT

Section 7.01 Automatic Termination. This Agreement shall terminate automatically on the occurrence of any of the following events:

(a) Upon Completion of the project;
(b) Upon thirty (30) days’ written notice by either party, with or without cause;
(e) Upon the happening of the event described in Section 4.08(c)

ARTICLE VIII. NOTICES

Section 8.01 Notices. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed
communicated as of actual receipt; mailed notices shall be certified, return receipt requested, and will be deemed communicated as of the date of receipt.

ARTICLE IX. RECORDS AND CONFIDENTIALITY

Section 9.01 Confidentiality. Contractor and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Contractor shall not disclose any confidential records or other confidential information received from the District or prepared in connection with the performance of this Agreement, unless Contractor is specifically authorized in writing to disclose such records or information. Contractor shall promptly transmit to District any and all requests for disclosure of any such confidential records or information. Contractor shall not use any confidential information gained by Contractor in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

Section 9.02 Return of Records. When this Agreement expires or terminates, Contractor shall return to District any District or school records which Contractor utilized or received from or through District to perform services under this Agreement.

Section 9.03 Maintenance of Records. Contractor shall surrender to the District all reports and records that may be required by federal, state and/or District rules and regulations related to services performed under this Agreement. The District shall maintain such records for a period of at least three (3) years after the Contractor’s receipt of final payment under this Agreement or any extension thereof. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then the District shall retain said records until such action is resolved.

Section 9.04 Access to and Audit of Records. The District shall have the right to examine, monitor and audit all records, documents, conditions, and activities of Contractor and its subcontractors related to services provided under this Agreement.

ARTICLE X. NON-DISCRIMINATION

Section 10.01 Non-Discrimination. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in Contractor’s employment practices or in the furnishing of services to the District. Contractor shall ensure that the hiring and treatment of its employees and applicants for employment and all Districts receiving and requesting services are free of such discrimination. During the performance of this Agreement, Contractor shall fully comply with all federal, state, and local laws and regulations that prohibit discrimination.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
Section 11.02 **Waiver.** Any waiver of any term or condition hereof must be in writing and signed by the parties hereto. The waiver of any of the term or condition hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

Section 11.03 **Assignment and Subcontracting.** Contractor shall not assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the District. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the District. Notwithstanding any such subcontract, Contractor shall continue to be liable for the performance of all requirements of this Agreement.

Section 11.04 **Successors and Assigns.** This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

Section 11.06 **Headings.** The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

Section 11.07 **Time is of the essence.** Time is of the essence in each and all of the provisions of this Agreement.

Section 11.08 **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

Section 11.09 **Construction of Agreement.** The parties acknowledge that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

Section 11.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 11.11 **Authority.** Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

Section 11.12 **Integration.** This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
IN WITNESS WHEREOF, District and Contractor have executed this Agreement as set forth herein below.

HARTNELL COLLEGE

By Phoebe K. Helm
President/Superintendent

Date: 8/28/07

Stephen H. Mangelsen

By Stephen H. Mangelsen
Higher Education Consultant

Date: 8/30/07
Exhibit A

SCOPE OF WORK

1. Prepare budget to actual reports, separating instruction and overhead for the 2005 – 2006 and 2006 – 2007 fiscal years. The presentation will be consistent with the 2005 – 2006 audit report. Prepare a graphical presentation of revenue and expense. 15 hours

2. Departmentalize profit and loss statements. 15 hours

3. Review findings, review assumptions used, modify assumptions per Superintendent/President. Discuss cost reductions with Superintendent/President and roll results into the projections. 5 hours

4. Meet with staff as necessary, including Larry Carrier, Kathleen Rose, Allan Hoffman, Mary Dominguez, Gary Hughes, as well as others. 10 hours

5. Gather information related to East Campus, King City and other considerations and roll this information into the projects. 20 hours

6. Prepare 5 year plan, taking into consideration paybacks, reserves, future enrollments, cash flow, cost per unit and unrestricted reserve percentage. The 5 year plan will start with the 2007 – 2008 fiscal year plus four additional fiscal years. Presentation will be consistent with the 2005 – 2006 audit report. 15 hours

7. Make presentations to the Board of Trustees, the faculty, Budget Committee and other groups as determined by the Superintendent/President. 5 hours

8. Periodic rendering of findings to date / unassigned time. 15 hours
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<td>Ratify Hartnell Nursing Program Student Fees for Background Checks and Assessment Testing</td>
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<tr>
<td>Instructional Services</td>
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**Recommended Action:**

That the Board of Trustees ratify the Hartnell Nursing Program student fees, including a reduction in entry assessment fee when it occurs.

- Background Check fee (one-time fee) $41.00
- Assessment entry fee (may be reduced in the future) $40.00
- Exit test (NCLEX) fee $30.00

**Summary:**

Background checks are required by all participating facilities for Hartnell nursing students to participate in the College-required nursing clinical experience.

Assessment testing has been recognized by the California Community College’s Chancellor’s Office and the Board of Registered Nursing as pre-requisite validation for Nursing Program admission and for determining studying needs prior to the NCLEX certification.

**Budget Implications:**

None. The district collects these fees for the agencies doing the background checks and assessment/exit tests.
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**Recommended Action:**

That the Board of Trustees approve the lease agreement with Salinas Union High School District for Body and Fender instruction.

**Summary:**

This is an agreement for facilities usage by Salinas Union High School District to provide their students with body and fender instruction. Salinas High School is a feeder school to Hartnell College. The revenue received covers facilities rental, facilities maintenance and tool replacement.

**Budget Implications:**

Hartnell receives $11,324.00 per year in revenue.
VOCATIONAL EDUCATION CONTRACT
AUTO BODY & FENDER
SALINAS UNION HIGH SCHOOL DISTRICT
AND THE
HARTNELL COLLEGE
2007-2008

THIS AGREEMENT made and entered into this first day of July, 2007 between SALINAS UNION HIGH SCHOOL DISTRICT of Monterey County, State of California, hereinafter called “PUBLIC ENTITY” and HARTNELL COLLEGE, hereinafter called “CONTRACTOR”,

WHEREAS:

(a) The PUBLIC ENTITY intends to provide a vocational education program for the benefit of selected, eligible students of the PUBLIC ENTITY through this agreement with CONTRACTOR in order to prepare such students for the vocation of Auto Body & Fender Repair; and

(b) The PUBLIC ENTITY and the CONTRACTOR will comply with all provisions of State Law respecting vocational education; and

(c) The PUBLIC ENTITY shall enroll a maximum of twenty eight 28 students in this program; and

(d) PUBLIC ENTITY shall, during the term hereof, keep in full force and effect a policy or policies of public liability, injury and property damage insurance in which both parties shall be named as insured’s and in which the limits of liabilities shall not be less than One Million Dollar ($1,000,000) single limit liability. PUBLIC ENTITY shall not cancel or reduce level of coverage during the term of this contract.

(e) It is understood that the students, unless otherwise enrolled, are students solely of the PUBLIC ENTITY. As such, said students will not be covered by the Hartnell College Student Insurance Program. It is incumbent upon PUBLIC ENTITY to provide the same level of coverage it provides for all students of PUBLIC ENTITY.

(f) The PUBLIC ENTITY represents that each instructor of the PUBLIC ENTITY in this program possesses a valid teaching credential which authorizes the teaching of the vocational subject in a public school; and
(g) The PUBLIC ENTITY represents that its financial resources are adequate to ensure operation for the duration of this contract and the PUBLIC ENTITY operates on the basis of sound administrative policies and is in compliance with Title VI of the Civil Rights Act of 1964 Title IX of the Higher Education of 1972, and all applicable local state, and federal health and safety regulations.

(h) CONTRACTOR represents that its equipment is adequate and suitable for the courses offered and number of students in attendance. PUBLIC ENTITY represents that the instructional materials are adequate and suitable for the courses offered and number of students in attendance: and

In consideration of the conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

(1) All the above recitals are true and correct.

(2) The PUBLIC_ENTITY shall provide instruction, training, supervision, and other services to the extent of three hundred and sixty (360) hours of approved Auto Body and Fender Repair instruction per student at CONTRACTOR’S address in Salinas. The 360 hours of instruction of such students shall be given in a proportionate manner over a period of two semesters. Instruction shall be offered a minimum of (10) hours per week. All students will be under the direct supervision of PUBLIC ENTITY’S instructors with a valid California Teaching Credential for services in the area to be taught as certified by the PUBLIC ENTITY.

(3) The 360 hours of instruction shall be in accordance with PUBLIC ENTITY’S applicable requirements of appropriate State Boards or licensing agencies having responsibility for admission to examination for a certificate of registration and license in the area of training, including performance testing classes and services in preparation for the State Board examination, or sufficient number of hours to enter the vocation for which training was provided.

(4) PUBLIC ENTITY shall provide all necessary instructional materials ordinarily supplied by PUBLIC ENTITY without cost for each of the students covered by this agreement except for the student’s own uniform, shows, personal textbooks, and personal tools or equipment.
In addition, PUBLIC ENTITY agrees to provide instructional materials and supplies for use in the classroom. The instructor will submit purchase order requests directly to Mission Trails Regional Occupational Program for approval and processing.

(5) PUBLIC ENTITY shall pay to CONTRACTOR on a semester basis $16 per hour of use for the facility, not to exceed 180 hours per semester or 360 hours per year. The fees paid by the PUBLIC ENTITY to the CONTRACTOR for use of the facility would not exceed two thousand eight hundred eight dollars ($2,880) per semester or Five thousand seven hundred and sixty dollars ($5,760) per year.

(6) PUBLIC ENTITY shall pay to CONTRACTOR on a semester basis one thousand dollars ($1,000), up to two thousand dollars ($2,000) for two semesters per year for the use of tools in the auto body shop.

(7) PUBLIC ENTITY shall pay to CONTRACTOR on a semester basis, $99 per week of instruction. Amount would be up to one thousand seven hundred eighty two dollars ($1,782) for one semester or three thousand five hundred and sixty four dollars ($3,564) per two semesters of instruction.

(8) The CONTRACTOR shall not charge a student receiving training under this agreement additional costs for tuition, supplies and equipment for any training included within the contract.

(9) CONTRACTOR shall submit and certify semester statements and invoices to SALINAS UNION HIGH SCHOOL DISTRICT at the end of each semester for which CONTRACTOR instruction is given including a tally of expenses related to the use of the facility.

(10) PUBLIC ENTITY shall provide the normal administrative functions including admissions, counseling, student supervision, registration achievement records, and awarding of Completion Certificates, comparable to those maintained for any student of PUBLIC ENTITY along with those administrative functions required of CONTRACTOR.

(11) In the event of an injury or other medical emergency in the CONTRACTOR’s facility, CONTRACTOR will assist the PUBLIC ENTITY’s teacher according to mutually agreed-to, established emergency response guidelines.
(12) In the event of the PUBLIC ENTITY’s teacher absence, PUBLIC ENTITY will notify the CONTRACTOR. It is agreed that class will not be held on such days and students will instructed not to attend. CONTRACTOR will send any students who do show up for class back to their home school sites and notify the PUBLIC ENTITY as such.

(13) CONTRACTOR shall indemnify and save harmless the PUBLIC ENTITY, and the State of California, its officers, agents and employees for all loss, cost, expense, claims or liability for injury to any person or damage to any property arising out of or in any manner connected with the facilities or equipment owned by the CONTRACTOR.

(14) PUBLIC ENTITY agrees to protect, indemnify, defend, and hold the CONTRACTOR, its officers, agents and/or employees harmless from any claims, loss, expense or liability for injury to any person or any property arising out of or in any manner connected with the performance and/or operation of the terms of this agreement by the PUBLIC ENTITY.

(15) CONTRACTOR shall also indemnify and save harmless and upon the request of PUBLIC ENTITY, come in and defend PUBLIC ENTITY, its officers, agents, and employees against all loss, cost, expense, claims, or liability arising out of or alleged to arise out of the making, performance or operation or this agreement by the CONTRACTOR.

(16) PUBLIC ENTITY agrees to protect, indemnify, defend, hold harmless and upon the request of CONTRACTOR come in and defend the CONTRACTOR, its officers, agents and/or employees against any claims, loss, expense or liability for injury to any person or any property arising out of or in any manner connected with the performance and/or operation of this agreement by the PUBLIC ENTITY.

(17) This agreement shall become effective August 22, 2007 and shall be reviewed periodically by the parties hereto, but not less than one year from the date of execution hereof. Any amendments or adjustments reasonably necessary shall be made from time to time by mutual agreement in writing.

(18) Notwithstanding anything to the contrary, PUBLIC ENTITY and CONTRACTOR reserve the right to terminate this agreement at the end of any enrolment period by giving thirty days (30) prior written notice.
(19) Any notice given under this agreement shall be deemed given when personally served upon the Chief Administrator of PUBLIC ENTITY or upon the President/Superintendent of CONTRACTOR, or when deposited in the mail in a sealed envelope with postage thereon fully prepaid from one party to the other addressed as follows, respectively:

TO PUBLIC ENTITY: Roger Anton, Superintendent
Salinas Union High School District
431 West Alisal Street
Salinas, CA 93901

TO CONTRACTOR: Larry Carrier, Vice President of Business
Hartnell College
156 Homestead Avenue
Salinas, CA 93901

(20) Students who have enrolled in and are receiving vocational instruction are required to comply with the rules and regulations governing attendance of CONTRACTOR and PUBLIC ENTITY.

(21) CONTRACTOR and PUBLIC ENTITY will, upon request, make available to the State Department of Finance and/or the State Department of Education for audit, all records applicable to this contract.

IN WITNESS WHEREOF, said parties to this agreement have executed this agreement on the day and year first written above.

SALINAS UNION HIGH SCHOOL DISTRICT              HARTNELL COLLEGE
By: ___________________________________________  By: ___________________________________________
Superintendent                                    Vice President
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

Title: Approve Agreement between Hartnell College and the Foundation for Community Colleges Referee and Lane Technician Training Program (Smog Check Program)  

Area: Instructional Services  

Supplement IS-3  

Number: D.14

Status: Consent Action

Recommended Action:

That the Board of Trustees approve the agreement with the Foundation for Community Colleges, for the Referee and Lane Technician Training Program (Smog Check Program).

Summary:

The Referee and Lane Technician Training Program is a statewide program, encompassing the Foundation for California Community Colleges, the State Bureau of Automotive Repair and several community colleges. This program serves approximately 50 students per year at Hartnell College and provides a mandated Smog Check Program referee service to California motorists.

The Foundation will lease approximately 1,200 square feet of East Campus Automotive Laboratory to test automobiles which have failed smog checks. This program provides a valuable educational tool and a link for community social services training programs. All equipment is provided by the Foundation and is used for Hartnell instructional programs when not in use by the Foundation.

Budget Implications:

Hartnell receives $1,000 per month in revenue.
INTERAGENCY AGREEMENT
BETWEEN THE
HARTNELL COMMUNITY COLLEGE DISTRICT
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)
SITE LICENSE

SUMMARY

The Hartnell Community College District (the District) grants a site license to the Foundation for California Community Colleges (the Foundation) for the use of Hartnell College (the College) facilities in support of the State of California's BAR Smog Referee and Student Technician training program.

BACKGROUND

The Foundation for the California Community Colleges has entered into an agreement with the State of California, Bureau of Automotive Repair (BAR) to provide referees to hear consumer complaints and negotiate reasonable results in those disputes, and to train student technicians to perform the necessary technical services in the State's Smog Check program. The goal of the Foundation and the California Community Colleges is to help improve the quality of the air in California while training College students in critical technical services and provide to the citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safer and healthier living environment. Funds earned through the program may be used by the Foundation through grants to enhance the educational programs of the California Community College system.

BAR is the nation's foremost automobile regulatory system. Each year, BAR:

- Revokes approximately 300 registrations and licenses;
- Suspends operations in over 130 shops;
- Places over 100 repair facilities on probation; and
- Returns over $5 million to California consumers in refunds, rework, and adjustments.
During the 2002/2003 Fiscal Year, BAR negotiated $5.2 million worth of refunds, rework, or adjustments from auto repair shops on behalf of consumers. These activities rely on a well-trained cadre of Referees and Student Technicians to deliver these benefits to the consumer and the industry.

AGREEMENT

Accordingly, this Agreement grants a license to the Foundation for the use of College facilities and equipment (the Site) necessary to conduct a Referee and Student Technician Training Program (the Program). The Program combines the public services of a Smog Check Referee Program with a training program for students in California community colleges.

This Agreement is entered into by and between the Foundation and Hartnell Community College District. The term of this Agreement will be from September 1, 2007 through August 31, 2008, after which Foundation will have three one-year options to renew.

The parties mutually agree to the following terms and conditions:

Article I Responsibilities of the College

A. Site

1. The College will provide a Site, as defined in Attachment I, Site Requirements, for a Smog Check Station (the Facility) at which the smog check referee functions described in Attachment III, Referee Site Functions & Referee Duties, will take place.

2. The Foundation and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.

3. The Foundation and BAR will have ready access to the Site to make such modifications to the Site as are agreed by the College and the Foundation, as described in Attachment II, Site Modifications.

4. The Site will be available for Operations on the days and during the hours specified in Attachment I, Site Requirements. The College will provide open access to Facility staff to allow these daily operations, consisting of vehicle smog emissions testing, inspections, evaluation, and administration.

5. The College will maintain the Facility building and surrounding grounds.
6. The College will promptly supply campus and area maps, directions, and other Site information to the Foundation within ten (10) business days of execution of this Agreement, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. The College will have one (1) program representative (College Representative), who will be the key point of contact between the College and the Foundation. The College Representative will be readily available to communicate with the Foundation by phone, letter, and electronic mail.

C. Fiscal Responsibilities

1. The Foundation will pay on a monthly basis the license fee specified in this Agreement. The payment will be sent no later that the fifteenth (15th) day of the month for which the payment is due.

Article II Responsibilities of the Foundation

A. Site

1. The Foundation will manage the provisions, per the Funding Agreement, of all testing equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the College Site.

   a) The Foundation will manage for BAR the provision to the College of the following testing equipment and supplies:

      (1) If the College is in an Enhanced Area of the state, or if the College is in a Basic Area of the state and provides BAR 97 training to its students, the College will give the Foundation access to the College’s Emissions Inspection System (EIS).

      (2) All Sites will be equipped with diagnostic equipment, tools (e.g., wrenches, screwdrivers, etc.), books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment (e.g., cash
register, receipts), and general office supplies for use by Foundation staff.

(3) The Foundation will manage the provision to the College of brochures and other pamphlets for the general public.

b) The Foundation will install appropriate computing and telecommunication lines and equipment at the Site, where necessary.

c) The Foundation will permit the College to use the Site for student training and courses when it is not in use for official Smog Check Referee and Student Technician Training Program Operations.

d) The Foundation will permit the College to have its students visit the Facility during Facility Operations, under the supervision of the College, for student field trips, with prior permission of the Foundation.

2. The Foundation may make such modifications as it deems necessary, after consultation with the College, to establish a safe, convenient, and comfortable waiting area for the consumer at the Site, which will be separated from the automotive testing and inspection area. The waiting area will be located as described in Attachment I, Site Requirements. The College will provide the Foundation with a map to the waiting area within ten (10) days of execution of this Agreement.

3. The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars ($3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.

4. The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the
willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or and other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon the following:

a. The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and

b. The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
   (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability);
   (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
   (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.

B. Personnel

1. The Foundation will provide a Program Manager to oversee the Program. The Program Manager will be the primary contact of the College Representative. The Program Manager will be readily available to communicate with the College Representative by phone, letter, and electronic mail.

2. The Referee is an employee of the Foundation and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. The Foundation will pay to Hartnell College the sum of one thousand dollars ($1,000) per month as a facilities and equipment use licensing fee for the use of the Facility and Equipment as permitted herein. The fee will be due on...
the first day of each month during the term of this Agreement.

The check should be made payable to:

Hartnell College

and mailed to:

Attn: Diane Bergado
156 Homestead Avenue
Salinas, CA 93901

2. The Foundation reserves the right to withhold the facilities equipment and licensing fee payments to the College if its performance does not comply with the terms of this Agreement.

Article III General Provisions

This Agreement incorporates by reference the General Provisions, Specifications, and Definitions attached hereto as Attachments I, II, III, IV, and V.

In witness whereof, the Parties hereto have executed this Agreement per the dates and signatures below.

Foundation for the California Community Colleges

<table>
<thead>
<tr>
<th>Signature</th>
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<tr>
<td>Name:</td>
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Hartnell Community College District

<table>
<thead>
<tr>
<th>Phoebe Helm</th>
<th>Date</th>
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<tr>
<td>Superintendent, Interim President</td>
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ATTACHMENT I

Site Requirements

1. **Hours of Operation.** The College will provide access for the days and hours specified below. The College will be responsible for opening any gates or exterior entrances to the Site in addition to opening automotive technology.

   **The Site will be open for Operations: Monday through Friday, 7:00AM – 5:00PM**

2. **Automotive Lane.** Access to an automotive bay/lane either in, or close to, Automotive Technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.

3. **Office Space.** Adequate space close to the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. The Foundation prefers that the furniture and equipment be located in a separate area that can be locked at the end of each day.

4. **Facility and Equipment Maintenance.** The College will maintain the Facility building and surrounding grounds. The College and Foundation will keep the Facility clean at all times. If the either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.

5. **Parking.** Two parking spaces for waiting vehicles, one suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with the College, but need not be in immediate proximity to Automotive Technology.

6. **Signage.** The Foundation will provide sandwich board signs and one building sign to direct customers to the Site. The Foundation will work with the College to ensure the signs meet the specifications required by the College.

7. **Customer Waiting Area.** The College will provide space for a small motorist waiting area, or access to the campus lounge or cafeteria. The Foundation will ensure that customers are restricted to the designated area at all times.

   **The waiting area is currently designated as the fenced area, built and used by the Foundation within the automotive shop.**

8. **Restrooms.** The College will provide reasonable access to restroom facilities for Foundation staff and customer use. The restroom facilities must meet ADA standards. The College will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.
9. **Security.** The College will specify what type of security is currently in place at the Site and what the basic security requirements are for the College. The Foundation will supplement the security as deemed necessary by both parties.

10. **Safety.** The College and the Foundation will ensure that the Site is free from hazards to the public.
ATTACHMENT II

Site Modifications

Hartnell Community College District

The College and the Foundation agree that the following modifications will be made to the Site by the Foundation:

None.
Attachment III

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles. Motorists must schedule their appointments in advance by calling an “800” number that connects to scheduling operators in the Central Call Center. Appointments are scheduled at 50-minute intervals. There will be no “walk-in” appointments, except as time permits.

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. This task is to be accomplished with as little inconvenience to the motorists as possible. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment. Each test takes twenty-five (25) minutes, with five (5) minutes of vehicle run-time on the equipment. The remainder of the time is set aside for customer service, stationary vehicle inspection, recordkeeping, and data entry.

Referee Duty Statement

The Referee is responsible for the daily operations of the Referee Site. In principle, these functions should be the same for all locations. The Referee’s responsibilities include, but are not limited to, the following:

1. Overseeing daily Site Operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from the program manager that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing, hiring, and evaluating employee performance. Applicants enrolled as students at the College will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The Foundation will assume all liability for Student Technicians, and hold harmless the College, the District, and its employees and representatives, in any legal actions regarding Student Technicians.
8. Supervising the Student Technicians in all daily tasks.

9. Maintaining Site records on all actions, and issuing all required reports.

10. Ensuring the cleanliness and maintenance of the Facility, and of the machines used by the Referee Student Technician Training Program.

11. Interacting with the customers and displaying a high level of service.

12. Performing all testing procedures and engaging in required referee actions.

13. Performing other functions as required.
ATIACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between the College and the Foundation, each party agrees to file a “Notice of Dispute” with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of the filing of the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the Foundation will remove all of its property from the College within fourteen (14) calendar days of the declaration of impasse. All College facilities and equipment will be left in fully operational condition, with full containers of calibration gases and “zero” air, and filters to continue operations. In the event of any default or breach by the College/District, the Foundation will pay the College/District only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Prior and Supplemental Agreements

This Agreement supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Agreement. To the extent that any documents conflict with the terms of this Agreement, this Agreement will control, unless otherwise agreed in writing by the parties.

C. Changes to Terms

Any changes or modifications to said terms require advance written approval by the Program Manager if the College seeks the change, or by the College Representative if the Foundation seeks the change. All changes must be mutually agreeable to both parties. No oral understanding or agreement will be incorporated herein or binding on either party to this Agreement.

D. Confidentiality

All parties to this Agreement will maintain as confidential all information obtained as a result of participating in this Agreement. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

E. Assignment

This Agreement is not assignable by either the College or the Foundation, either in part or in whole, without prior written consent of the other party to
this Agreement. Any assignment without prior written consent of the other party is void.

F. **Governing Law**

It is agreed that the law of the State of California will govern this Agreement.

G. **Time Is of the Essence**

The timing for performance of tasks necessary for the operation of this Agreement will be stated prior to implementation of this Agreement. The timing for performance of tasks may be changed by written agreement, after consultation between the parties. The date of completion of this Agreement, and any payment amounts specified herein, may only be altered by formal amendment of this Agreement.

H. **Ownership of Data**

Data and reports developed for and under this Agreement will become the property of the Foundation. Such data or reports will not be disclosed without prior written permission by the Program Manager.

I. **Termination**

This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.

J. **Notices**

1. Notice to the Foundation may be given by certified mail, postage fully prepaid, to the following person and address:

   **Foundation for California Community Colleges**  
   **Director of Air Quality Programs**  
   **1102 Q Street, Third Floor**  
   **Sacramento, CA 95811**

2. Notice to the College/District may be given by certified mail, postage full prepaid, to the following person and address:

   **Larry Carrier**  
   **156 Homestead Avenue**  
   **Salinas, CA 95814**

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day.

K. Non-Discrimination

The College/District and the Foundation agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of the Facilities and the Program, nor will the College/District or Foundation or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of the Facilities by the Foundation. The Foundation will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
ATTACHMENT V

Definitions

Smog Check Referee Program. The Foundation will design and manage the Program in accordance with BAR requirements. Foundation management will include development of a system of schedule motorists, who are unable to obtain a smog certificate for their vehicle from a Smog Check station, to the Referee Site. The Referee inspects and tests vehicles and determines if the vehicle should be given a smog certificate. The Referee is responsible for providing information to motorists, Smog Check technicians and other needing assistance.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue related employment in the public or private sector.

Business Days are defined as weekdays and Saturdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

Change-of-Ownership Areas are the least populated counties. Smog Checks are only required when a car changes owners.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer (see BAR 97 definition above) will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

A Referee is a Foundation employee at a College Facility who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative, and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment III, Referee Site Functions & Referee Duties.

In A Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code §27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students enrolled in six units of classes per semester at a California community college.
The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An “800” number will be provided for motorists’ convenience.
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

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<td>Declare Property as Surplus and Approve Disposal</td>
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<td>Administrative Services Supplemental AS-1</td>
<td>Consent Action</td>
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**Recommended Action**

That the Board of Trustees declares listed property as surplus and authorize disposal by the Administration.

**Summary**

Hartnell Community College District is continually upgrading equipment and training materials. This trend has accelerated in recent years due to advances in technology and an increase in programs, faculty and staff. The accumulation of unneeded items such as those listed on the attached page must be declared surplus and disposed of via sale, transfer or recycle, according to Education Code directives. It is not cost effective in today's market to attempt to sell these types of items through a bidding process.

The Administration seeks authority to dispose of obsolete and surplus zero value items as listed and proceed as follows:

1. Sell or transfer items to other not for profit public agencies (pursuant to Article 9, Sections 81452(a) and (c) of the Education Code)

2. Dispose of property that is of insufficient value to defray the costs of arranging a sale (pursuant to Article 9, Section 81452(c) of the Education Code)

**Budget Implications:**

None
### Agenda Item for Board Meeting of: September 13, 2007

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<tr>
<td>Approve and/or Ratify Personnel Actions</td>
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<td>Human Resources &amp; Equal Employment Opportunity (Supplement HR-1)</td>
<td>Consent Action</td>
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**Recommended Action:**
Approve and/or ratify personnel actions as listed below.

**Summary:**
Personnel actions in this item include:

**Approval of:**
- 1 new CSEA classification
- 1 new allocation of a CSEA classification, funded for through 2008-09 by grants to the Agriculture and Business Technology Institute.
- 1 change of position allocation from one CSEA classification to a higher classification. The increase expense will be absorbed within the current Tentative Budget.
- 2 requests for Short-Term employment (presented for approval in compliance with Education Code §88003.)

**Ratification of:**
- 1 resignation of a Local 39 employee
- 1 full time, tenure track Faculty hire
- 3 CSEA employee hires
- 9 Part-Time Faculty hires for Summer Session 2007
- 54 Part-Time Faculty hires for Fall Semester 2007
- 3 Substitutes hires for CSEA employees
- 22 Professional Expert hires
- 24 Student Worker hires
- 3 payments to Faculty for completed Special Projects

**Detail:**

**I. Classification and Compensation**

1. Approve new classification as follows:
   a. Agriculture Program Outreach Coordinator, CSEA Salary Schedule, Range 34. The proposed Job Description is attached (Supplement HR-1).
II. Request for new position/change to existing position

1. Approve request for new position:
   a. Request to allocate new regular position in Occupational Education as
      follows: Agriculture Program Outreach Coordinator (#CC-39), (40 hours per
      week, 12 months per year). Funding for this position through 2008-09 is
      provided through grants to the Agriculture and Business Technology Institute.

2. Approve change to existing position:
   a. Delete vacant Admissions and Records Technician position (#CC-69) (part-
      time, 30 hours per week, 11 months per year) in Admissions and Records and
      reallocate to Student Services Technician position (#CC-158) (part-time, 30
      hours per week, 11 months per year) in EOP&S. The difference in salary
      represents an annual increase of approximately $1,558 in salary and benefits
      which will be absorbed by the departmental budget.

III. Request to hire Short-Term employees

1. Approve Short-term Staffing Requests:
   a. Correction to item presented at August 7, 2007 Board Meeting: Data Entry
      Accounting Assistant, for approximately 40 hours, Business Services, to
      provide data entry services to establish grant information database, August 8—
      31, 2007 August 27 – September 30, 2007. This or similar services will not be
      extended or needed on a continuing basis.
   b. Clerical Assistant, $13.00/hr, 4 hours/day, 5 days/week, Physical Education, to
      review all forms completed by 1000+ fitness center students for completeness
      and return those that are incomplete; verify that students are enrolled;
      add/drop students into timekeeper program, September 14 – October 10, 2007
      and January 25 – March 10, 2008. This is a temporary short-term assignment
      that is only needed the first few weeks of the semester.

IV. Retirements, Resignations, Releases and Leave Requests

1. Ratify resignations of regular personnel:
   a. Gerald Gerow, Custodian (#CL-22), Maintenance and Operations, effective July

V. Appointments

1. Ratify appointment of regular classified personnel:
   a. Maria de Leon, full-time, 40 hours per week, 12 months per year,
      Administrative Assistant (#CC-48), Academic Learning Center, Step A,
      effective August 13, 2007. This action refills an existing vacant position.
   b. Patsy Lozano, part-time, 30 hours per week, 12 months per year, Counseling
      Data Technician (#CC-81), Counseling Department, Step A, effective August
      17, 2007. This action refills an existing vacant position.
   c. Nicolas Nestor, part-time, 30 hours per week, 12 months per year, Counseling
      Data Technician (#CC-82), Counseling Department, Step B, effective August
      21, 2007. This action refills an existing vacant position.
2. Ratify appointment of regular academic personnel:
   a. Dr. Steven Triano, full-time, tenure-track, Agriculture Instructor (#F-102), Occupational Education, Column E, Step 2, effective August 23, 2007.
3. Ratify appointment of part-time instructors for Summer Session 2007:
   a. Paul Carrillo, Construction Technology, Occupational Education
   b. Denise Castro, Physical Education
   c. Michelle Galindo, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   d. Richard Gray, Administration of Justice, Occupational Education
   e. Victor Morales, Auto Collision, Occupational Education
   f. Salvador Munoz, Construction Technology, Occupational Education
   g. Daniel Ortega, Physical Education
   h. David Parker, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   i. Kathy Yamamoto, Real Estate, Occupational Education
4. Ratify appointment of part-time instructors for Fall Semester 2007:
   a. Wendy Angel, Art, Fine Arts/Language Arts/Social Sciences
   b. Lorenzo Aragon, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   c. Alex Arce, Photography, King City Education Center/Fine Arts/Language Arts/Social Sciences
   d. Daniel Beavers, Mathematics, Math & Science
   e. Laura Berger, Librarian, Educational Technologies and Library Services
   f. Olga Blomgren, English, Fine Arts/Language Arts/Social Sciences
   g. Matthew Bokemeier, Geography, Fine Arts/Language Arts/Social Sciences
   h. Brian Brady, ESL, Fine Arts/Language Arts/Social Sciences
   i. Marilyn Brenner, English, Fine Arts/Language Arts/Social Sciences
   j. Susanne Burns, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   k. Susan Cable, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
   l. Juan Campos, Computer Sciences & Info Systems, Academic Learning Center
   m. Phillip Collins, Music, Fine Arts/Language Arts/Social Sciences
   n. Stephen Crowell, Philosophy, Fine Arts/Language Arts/Social Sciences
   o. Jesus Cuevas, Physical Education, King City Education Center
   p. Gloria Curtis, Librarian, Educational Technologies and Library Services
   q. Catherine DaCosta, Mathematics, Math and Science
   r. Guido De la Vega, Spanish, Fine Arts/Language Arts/Social Sciences
   s. Fred Deeben, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

t. Ted Dolas, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
u. Paul Doughty, ESL, Fine Arts/Language Arts/Social Sciences
v. John Dowling, Mathematics, Math & Science
w. Derek Duarte, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
x. Thu Duong, Librarian, Educational Technologies and Library Services
y. Christopher Dyer, Mathematics, Math & Science
z. Julia Edgcomb, Psychology, King City Education Center/Fine Arts/Language Arts/Social Sciences
aa. Christina Esparza, Economics, Fine Arts/Language Arts/Social Sciences
bb. Sewan Fan, Physics, Math & Science
cc. William Faulkner, Music, Fine Arts/Language Arts/Social Sciences
dd. Donna Federico, Western Stage/Fine Arts/Language Arts/Social Sciences
e. Keri Fitch, Western Stage/Fine Arts/Language Arts/Social Sciences
ff. Dawn Flood, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences

gg. Kathryn Franzell, English, Academic Learning Center
hh. Charles Frederick, Anthropology, Fine Arts/Language Arts/Social Sciences
ii. Patricia Gadian, Sociology, Fine Arts/Language Arts/Social Sciences
jj. Renee Gaskill, English and ESL, Academic Learning Center and Fine Arts/Language Arts/Social Sciences
kk. Gary Gerbrandt, English, King City Education Center/Fine Arts/Language Arts/Social Sciences
ll. Richard Givens, Physical Education and Counseling
mm. Angela Gleason, Art, Fine Arts/Language Arts/Social Sciences
nn. Marvin Goldstein, Physical Education
oo. Jose Gonzalez, English, Academic Learning Center
pp. Bruce Graham, Music, King City Education Center/Fine Arts/Language Arts/Social Sciences
qq. Chris Graham, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
rr. Richard Green, Photography, Fine Arts/Language Arts/Social Sciences
ss. Richard Griffith, Physics, Math and Science
tt. Marv Grim, Physical Education
uu. Andrew Gruttadauro, Economics, Fine Arts/Language Arts/Social Sciences
vv. Jeff Heyer, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences
ww. Michael Hooper, English, Fine Arts/Language Arts/Social Sciences
xx. Chris Houston, English, Fine Arts/Language Arts/Social Sciences
yy. Alexander Kalinin, Math and Physics, Math and Science
zz. Gina Michaels, Anthropology, Fine Arts/Language Arts/Social Sciences
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

aaa. Melissa Parker, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences

bbb. William Wolak, Theater Arts, Western Stage/Fine Arts/Language Arts/Social Sciences

5. Ratify appointment of substitute classified employees:
   a. Carlos Garnica, Clerical Assistant, $13.00/hr, Student Services, intermittently between July 20 – December 21, 2007.

6. Ratify appointment of Professional Experts:
   a. Christine Bonilla, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   b. Paulina Clemente, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   c. Melanie Green, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   d. Christine Huerta, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   e. Daniella Laureles, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   f. Crystal Magdaleno, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   g. Salvador Moreno, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.
   h. Patricia Vallejo, to provide childcare and activities, along with related paperwork and training coordination if required, that are age appropriate for potential and existing resource families, $13.00-16.00/hr, Workforce &
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007


i. Katherine Branch, to assist with Distance Phlebotomy course for MLT Program at Diablo Valley College, $35.00/hr, Health Sciences/MLT, June 12 – August 10, 2007.

j. Debra Bayard, to teach pilot coding/billing program, $50.00/hr, Regional Health Occupational Resource Center, February 20, 2007 – August 31, 2008.

k. Juana Cano, to provide specially trained resource in recruitment activities throughout the county, $22.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.

l. Juana Cano, to provide caregiver training for Foster Parent Training program, $22.00/hr, Foster & Kinship Care Education, July 1, 2007 – June 10, 2009.

m. Anne Deffley, to teach/substitute for Hartnell English Institute, Workforce and Community Development, June 18, 2007 – August 15, 2009.

n. Jim Dominguez, to provide specially trained resource in recruitment activities throughout the county, $22.00/hr, Workforce & Community Development, July 1, 2007 – June 10, 2009.

o. Jim Dominguez, to provide caregiver training for Foster Parent Training program, $22.00/hr, Foster & Kinship Care Education, July 1, 2007 – June 10, 2009.

p. Penelope Welsh, to provide specialized Care trainings that address the special needs of medically fragile infants, $100.00/hr, Workforce and Community Development, July 1, 2007 – June 10, 2009.

q. Stephen Perryman, to provide relief supervision as needed for Campus Safety Program, $35.00/hr, Administrative Services/Campus Security, July 1, 2007 – June 30, 2008.

r. Jose V. Rodriguez, to teach Automotive Technology, $50.00/hr, Workforce and Community Development, July 10, 2007 – August 15, 2008.

s. Charles Tremontozzi, to provide caregiver training for Foster Parent Training program, $22.00/hr, Foster & Kinship Care Education, July 1, 2007 – June 10, 2009.


u. Christy Rosenquist, to teach Distance Phlebotomy course for MLT Program at Diablo Valley College, $45.00/hr, Health Sciences/MLT, June 12 – August 10, 2007.

v. James Helm, to provide Lifeguard services for Hartnell College swim classes, $15.00/hr, Physical Education, July 1, 2007 – June 30, 2008.

7. Ratify appointment of student workers for Summer Session 2007:

   a. Maria Andrade, EOPS, Student Worker II
   b. Beatriz Argueta, High School Equivalency Program, Student Worker IV
   c. Erika Argueta, High School Equivalency Program, Student Worker IV
   d. Lindsay Arrington, Information Systems, Student Worker III
e. Brittany Batalla, Library, Student Worker I
f. Jessica Casarez, Reprographics, Student Worker I
g. Angela Diaz, Campus Safety, Student Worker II
h. Patricia Gonzalez, Campus Safety, Student Worker II
i. Marcy Guzman, Occupational Education, Student Worker I
j. Krystal Hudson, Occupational Education, Student Worker I
k. Eduardo Magana, Campus Safety, Student Worker II
l. Crystal Magdaleno, Campus Safety, Student Worker II
m. Lisa Mansfield, Counseling, Student Worker I
n. Leonel Medrano Zavala, MESA, Student Worker III
o. Grecia Quintero, DSP&S, Student Worker III
p. Genaro Sanchez, MESA, Student Worker III
q. Rodrigo Sanchez, MESA, Student Worker III
r. Yvette Sanchez, Library, Student Worker I
s. Kristine Savala, Academic Learning Center, Student Worker I
t. Jessica Searson, High School Equivalency Program, Student Worker IV
u. Jessica Searson, Academic Learning Center, Student Worker IV
v. Rosa Servin, Academic Learning Center, Student Worker II
w. Sherri Simmons, DSP&S, Student Worker III
x. Alice Sturla, Academic Learning Center, Student Worker III

VI. Special Projects and Stipends

1. Ratify Special Project Agreement Payments:
   a. Carol King, $1250.00, for providing ESL workshop materials and procedures from March 8 – June 1, 2007.
   b. Juan Campos, $1838.40, for providing computer lab curriculum development from June 1 – June 30, 2007.
   c. James Riley, $2825.50, for documenting math lab processes and procedures, updating resources and instructional materials and identifying alternatives to electronic resources from June 1 – July 15, 2007.

Budget Implications:

Funds for the above personnel actions are included in the 2007/08 Tentative Budget.
CLASS TITLE: AGRICULTURE PROGRAM OUTREACH COORDINATOR

BASIC FUNCTION:
Under the general supervision of the Dean of Instruction for Occupational Education and in coordination with the Agricultural Business and Technology Institute Program Leader, performs a variety of specialized coordinating activities related to the development and implementation of a student recruitment program for agriculture-related disciplines; identifies and recruits potential students through a variety of schools, community organizations, agriculture business and industry and related organizations.

REPRESENTATIVE DUTIES:
Establish and maintain appropriate recruitment activities at public schools, colleges, public agencies and private businesses; visit feeder high schools, meet with high school students and counselors to promote the Agricultural Business and Technology Institute at Hartnell College as their college of choice.

Establish and maintain a current, relevant database of all potential students, current students, alumni, feeder organizations, and businesses.

Develop and maintain a system for appropriate communication with potential students, current students, alumni, feeder organizations, and businesses.

Provide leadership in establishing and maintaining continued contacts with business and community leaders in agriculture and the related industries.

Provide leadership in planning, marketing, supervising, implementing, and evaluating student outreach programs.

Develop and coordinate a systematic recruitment program for the Agriculture Business and Technology Institute; develop a website, informational newsletter and uniform recruitment packet to be used by all constituencies.

Maintain contact with students through personal discussions, regular meetings and other activities, build and coordinate an Agriculture Business and Technology student leadership organization.

Refer students to Hartnell counselors and faculty for career and academic advising and matriculation guidance.

Assist in preparation of grant proposals

Maintain positive working relationships with the Program Leader, Dean, faculty, the college foundation and agriculture advisory committees and other groups and organizations as appropriate.

Assist in preparing area budgets, maintain budget balances and monitor expenditures of funds and fiscal management processes for assigned areas.

Evaluate program enrollment trends and student gains and provide written reports of same.
AGRICULTURE PROGRAM OUTREACH COORDINATOR - Continued

Identify and schedule speakers for meetings with agriculture students; plan, schedule appoints and maintain related records.

Assume additional responsibilities appropriate to the position in order to assure the attainment of District goals.

Develop training programs and assist in the training of personnel that conduct campus tours; provide written evaluation of training program.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Public relations principles and practices.
Organizational, operational, and structural functions of secondary and post-secondary institutions.
Outreach and recruitment techniques.
Effective marketing, communication, meeting facilitation and customer service techniques.
Correct English usage, grammar, spelling, punctuation, and vocabulary.
Budget preparation and control.
Interpersonal skills, including professional presentation, using tact, persuasion, patience and courtesy.
Modern office practices, procedures and equipment.
Problem solving techniques.

ABILITY TO:

Contact students, employers, educational institutions, community groups and others in person, in writing and by telephone to explain programs and elicit participation.
Use positive interpersonal skills, including tact, patience, and courtesy.
Perform a variety of specialized public relations activities related to the development, implementation, and promotion of Program.
Develop and maintain databases using current technology.
Plan, organize, schedule, and perform a wide variety of technical and clerical duties.
Work independently with little direction.
Develop effective marketing materials.
Plan, organize, implement and evaluate programs.
Develop effective procedures and apply them with limited supervision.
Develop and maintain cooperative and effective working relationships with those contacted in the performance of duties.
Communicate effectively both orally and in writing.
Prepare and conduct oral presentations.
AGRICULTURE PROGRAM OUTREACH COORDINATOR - Continued

Be sensitive to and understanding of the diverse, academic, social, economic, cultural, disability and ethnic backgrounds of Salinas Valley residents and community college students.

Use and operate a wide variety of materials and equipment in the office assigned.

Operate a computer and the assigned software.

Operate a vehicle observing legal and defensive driving practices.

EDUCATION AND EXPERIENCE:

Any combination equivalent to:

- A bachelor's degree with emphasis in Education, Business, Agriculture, or a related field

AND

- two years experience in program coordination or administration including experience in student recruitment.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

Perform tasks outdoors or on uneven ground.

Drive a personal vehicle to conduct work.

Constant interruptions.

PHYSICAL DEMANDS:

Physical dexterity, hearing, sight and speech sufficient to function in a typical office environment.

Sitting or standing for extended periods of time.

Bending at the waist or kneeling to file and retrieve records.

Lifting, carrying, pushing or pulling moderately heavy objects.
BOARD POLICY
September 13, 2007
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

<table>
<thead>
<tr>
<th>Title:</th>
<th>Number:</th>
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<tbody>
<tr>
<td>Adopt Board Policy 1055, Ethical Conduct of the Governing Board Including a Process for Sanctions for 2nd (Final) Reading</td>
<td>E.1</td>
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<table>
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<tr>
<th>Area:</th>
<th>Status:</th>
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<tbody>
<tr>
<td>Office of the Superintendent/President (Supplement SPO-2)</td>
<td>Consent Action</td>
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</table>

Recommendation Action:

That the Board of Trustees adopts the revised Board Policy 1055, Ethical Conduct of the Governing Board including a process for sanctions.

Summary:

The Western Association of Schools and Colleges recommended in its letter of June 29, 2007 that the Board of Trustees complete their ethics policy by developing procedures for sanctioning those who commit ethical violations and that they develop a comprehensive development plan that provides training focused upon appropriate board behavior, roles and responsibilities.

At its Special Meeting on July 28, 2007, the Board Trustees reviewed information related to ethics for board members. The attached revision of Board Policy 1055, Ethical Conduct of the Governing Board, incorporates many of the concepts discussed during the Special Meeting. The Board completed the first reading of the policy at its meeting of August 7, 2007.

The revision of Board Policy 1055, Ethical Conduct of the Governing Board including a process for sanctions is attached.

Budget Implications:

None
HARTNELL COLLEGE

1000 SERIES GOVERNING BOARD POLICIES

A. Organization and Procedures of the Governing Board

1055 Ethical Conduct of the Governing Board

Act as a Unit:
The Board is a corporate body. It governs as a unit, with one voice. This principle means that individual Trustees have authority only when they are acting as a Board. They have no power to act on their own or to direct College employees or operations.

In order for Boards to be cohesive and well-functioning units, Trustees must work together as a team, toward common goals. Boards should have structures and rules for operating that ensure they conduct their business effectively and efficiently. Boards should have agendas that are clear and informative and Board meetings should be run in an appropriate manner.

The power of governance is expressed through one voice. As individuals, Trustees make no commitments on behalf of the Board to constituents, nor do they criticize or work against Board decisions.

To be effective, Trustees and Boards must:
- Integrate multiple perspectives into Board decision-making
- Establish and abide by rules for conducting Board business
- Speak with one voice; support the decision of the Board once it is made
- Recognize that power rests with the Board, not individual Trustees

Equity in Attitude:
- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expression of different opinions and listen with an open mind to others’ ideas.

Trustworthiness in Stewardship:
- I will be accountable to the public by representing the College policies, program priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in College activities and by communicating priorities and concerns.
- I will work to ensure prudent and accountable use of College resources.
- I will make no personal promise or take private action that may compromise performance of my responsibilities.
Honor in Conduct:
- I will tell the truth.
- I will share my views while working for consensus.
- I will respect and uphold the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or pulse of the group.

Integrity of Character:
- I will refuse to surrender judgment to any individual or group at the expense of the College as a whole.
- I will consistently uphold all applicable laws, rules, policies and governmental procedures.
- I will keep confidential information that is privileged by law, closed session, and/or that which will cause harm to the College if disclosed.

Commitment to Service:
- I will focus my attention on fulfilling the College’s responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend College Trustee meetings.
- I will avoid personal involvement in activities delegated to the Office of the President.
- I will seek continuing education that will enhance my ability to fulfill my responsibilities effectively.

Procedures for Sanctioning Members Who Commit Ethical Violations

As with any set of rules a group chooses to impose upon itself, there must be a consequence for actions that violate the established ethic of the group. Making the Board Chair or the President aware of a violation or ethical misconduct should be seen as good stewardship rather than as whistle blowing. The first order of business should be the determination of whether, in fact, a rule has been violated. The Board Chair, College President, or member should immediately consult with one another when either is made aware of a possible violation. In the event the Chair may have performed the violation, the Vice-Chair will then substitute. Any violation of law should be immediately reported to the appropriate authority.

There are a number of factors that should be considered in the event that disciplinary action is deemed necessary. First and foremost, there needs to be a determination that a violation has occurred and a determination of the gravity of said infraction. Was there intent, is it a pattern of violation, is it a violation of rule or law, has there been a violation of the Brown Act, can the damage, if any, be mitigated? The answer to these questions, as reviewed by the Board Chair, College President and/or member, would then lead to the imposition of discipline. The Trustee being investigated and potentially disciplined will have the right to have full knowledge of the extent of the violations being suggested, and the right to fully defend themselves.

BOARD DISCIPLINARY ACTIONS FOR VIOLATIONS:
Based upon the findings of the investigation, the Board may take any and/or all of the following actions:

1. No Violation. Determine that the alleged misconduct did not occur or was not a violation of the code of ethics and that no further action should be taken.
2. **Corrective Action Unnecessary.** Determine that a violation occurred, but that the violating Trustee is unlikely to repeat the offense and therefore no corrective action is needed unless and until a future violation occurs.

3. **Warning.** Find that a violation occurred and officially warn the Trustee specifically identifying the misconduct. The warning may direct the Trustee to take specified corrective action. Failure of the violating Trustee to take such corrective action may result in Reprimand.

4. **Reprimand.** Find that a violation occurred and officially reprimand the Trustee, specifically identifying and condemning the misconduct. The Reprimand may include direction to the violating Trustee to undertake ethical training, perform restitution, or otherwise take specified corrective action. Failure of the violating Trustee to take such corrective action may result in Censure.

5. **Censure.** Find that a violation occurred and censure the Trustee. Censure not only expresses the Board's disapproval of the misconduct, but expresses the Board’s disapproval of the Trustee based upon the Trustee’s likelihood of continuing with ethical misconduct as a Trustee. The Censure shall be made publicly and may:

   a. Expressly warn the College community and public that the violating Trustee has no authority to speak or act for the Board or the College, but instead is acting on his or her own.

   b. Publicly disavow the misconduct and reaffirm that the Board finds such misconduct unethical and unacceptable, and does not condone or tolerate such misconduct.

   c. To the extent the misconduct involves violation of public meeting laws, including the confidentiality of closed session meetings, take action to protect the lawfulness of Board meetings, which may include initiating appropriate legal action against the Trustee to ensure compliance with public meeting laws through the exclusion of the Trustee from closed session meetings.

   d. To the extent the misconduct involves a Trustee's conflict of interest, the Trustee may be excluded from such meetings where the Trustee’s presence would be a violation of conflict of interest laws.

References: Education Code 70902, 72000, 72533, Government Code 1090 et seq., 54963
Adapted from the Association of Community Colleges Trustees (www.acct.org) and Texas Association of School Boards (www.tasd.org)

Adopted by the Board of Trustees as an operational statement on: June 4, 1992
Adopted as Board Policy: 3-5-96
Revised and Adopted: 7-14-05, need new date
PROCESSES FOR ENSURING ETHICAL CONDUCT

(Stewardship vs Whistle Blowing)

ALLEGED MISCONDUCT

DISCUSS WITH MEMBER WHO CAUSED CONCERN

RESOLVED

DISMISSED

TAKE CONCERN TO BOARD CHAIR

RESOLVED

DISMISSED

ACTION
See page 2
LAUNCHES AN INVESTIGATION

BOARD CHAIR DETERMINES WEIGHT OF ISSUE

TALKS WITH MEMBER WHO CAUSED CONCERN

FINDINGS PRESENTED TO THE BOARD

BOARD DETERMINES DISCIPLINARY ACTION WARRANTED

YES

DISCIPLINE

WARNING

REPRIMAND

CENSURE

NO

RESOLVED

DISMISSED

NO

DISMISSED
III. G.

INFORMATION ITEMS
September 13, 2007
AGENDA ITEM FOR BOARD MEETING OF: September 13, 2007

Title: Receive Information on Accountability Reporting for the California Community Colleges – Focus On Results

Number: G.1

Area: Office of the Superintendent/President (Supplement SPO-3)

Status: Information

Recommended Action:

That the Board of Trustees review and discuss “Focus on Results” the March 2007, pilot report from the CCCCCO that was developed in compliance with AB1417.

Summary:

Included in the Board Packet is the Executive Summary (3 pp) and the results for Hartnell (6 pp). The full report (more than 700 pp) can be found at:


In reading the report it should be kept in mind that the research methodology utilized a type of cluster analysis to group the 109 community colleges into six peer groups based on environmental (uncontrollable) factors for each indicator. Factors not under the control of the college would include per capita income, education level, distance to a University of California and etc. The weight of these factors, and thus the peer groups, differ based on the items being measured. Because of this, some of the peer groups could be counter intuitive. For example one might not normally expect to find LA and Yuba in the same cluster or peer group. On most measures Hartnell tends to fall in the third quartile (between 50 and 75%). Also, it should be noted that the last page of the Hartnell section of the report (p 314) was written by our staff.

Budget Implications:

None
Focus On Results

Accountability Reporting for the California Community Colleges

A Report to the Legislature, Pursuant to AB 1417
(Pacheco, Stat. 2004, Ch. 581)

California Community Colleges System Office

Marshall Drummond, Chancellor

Patrick Perry, Vice Chancellor
Technology, Research and Information Systems

March 19, 2007

Executive Summary

Introduction
In 2004, Assembly Bill 1417 triggered the creation of a performance measurement system for the California Community Colleges (CCC). That legislation and ensuing budget action authorized the California Community Colleges System Office (CCCSO) to design and implement a performance measurement system that contained performance indicators for the system and its colleges. As per Legislative intent, the CCCSO collaborated with the system’s colleges and advisory structure, a panel of national experts, the Legislative Analyst’s Office, the Department of Finance, and the Secretary of Education to formulate this comprehensive system that has become known as “ARCC” (Accountability Reporting for the Community Colleges). In recognizing that this initial report required the CCCSO to test innovative ideas about performance measurement and to use a massive state database, the CCCSO completed the 2007 ARCC report as a pilot report for the Legislature.

Systemwide Performance
This report will benefit policy makers by detailing many of the critical contributions that the California Community Colleges have made in recent years. The most notable findings at the state level include the following:

- Community college students who earned a vocational degree or certificate saw their wages jump from $25,600 (for the last year before receipt of the award) to $47,571 three years after earning their degree, an increase of 86%.

- A large number of Californians access and use the CCC system; participation rates are high, with 66 out of every 1,000 people in the state enrolled in a CCC in 2005-2006.

- The system enrolls more than one-third of all 18-19 year olds in California, with participation rates of 352.5 per 1,000 for 2005-2006.

- In 2005-2006, the system transferred more than 94,000 students. The California State University (CSU) system continues as the most frequent transfer destination for community college students with the enrollment of 52,642 students from the community colleges. More than 13,000 community college students enrolled in the University of California (UC) system, the state’s most selective public higher education system. This figure continues a three-year trend of increasing transfers to the UC system.

- For the first time, we report transfers to in-state-private institutions and all out-of-state institutions, and these account for 15,466 and 12,848 transfers in 2005-2006, respectively.

- In 2005-2006, the system contributed to the state’s critical health care labor force, as more than 7,000 students earned degrees or certificates in nursing.
• The system’s contribution in 2005-2006 to the state’s workforce included more than 63,000 associate degrees and certificates in vocational/occupational areas.

College Level Performance
The bulk of the ARCC report covers each college’s performance on six critical indicators. A seventh indicator, which deals with English as a Second Language (ESL), is a prototype here for the final ESL indicator that will appear in the 2008 ARCC report. In addition, the CCCSO and the colleges have begun working on measures of performance in the noncredit curriculum, and the 2008 ARCC report will initiate coverage of this important element of the community college mission.

The table below lists the six indicators for which ARCC has complete data. These numbers are percentages of success among target populations that the colleges and the CCCSO jointly defined. As a quick snapshot of how the system has done on these indicators, this table displays the figures for the year in which the most recent data are available.

<table>
<thead>
<tr>
<th>College Level Performance Indicator</th>
<th>State Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Student Progress &amp; Achievement</td>
<td>52.0%</td>
</tr>
<tr>
<td>2. Completed 30 or More Units</td>
<td>70.3%</td>
</tr>
<tr>
<td>3. Fall to Fall Persistence</td>
<td>69.3%</td>
</tr>
<tr>
<td>4. Vocational Course Completion</td>
<td>77.3%</td>
</tr>
<tr>
<td>5. Basic Skills Course Completion</td>
<td>60.4%</td>
</tr>
<tr>
<td>6. Basic Skills Course Improvement</td>
<td>50.4%</td>
</tr>
</tbody>
</table>

Because the ARCC indicators have unique definitions, we cannot compare these indicators to those generated for other states or by other studies of the California Community Colleges. The evaluation of individual college performance requires the use of the extensive tabulations that we cover next.

Each of the 109 colleges covered in this pilot report has six pages of information to facilitate and stimulate discussions about college performance within each community. In these six pages per college, the report shows (1) the three-year trend for each of the six indicators; (2) the college profile (i.e., its enrollment demographics); (3) a comparison of its performance with a peer group (i.e., colleges that have similar environments that affect an indicator); and (4) a self-assessment by each college. Together, this information provides readers with a fair and comprehensive picture of the achievements at any community college—a picture that simple scorecards or rankings would fail to present.
The ensemble of information in the six pages must act jointly as the inputs for any evaluation of a college’s performance. Each piece of information contributes something to an evaluation of performance. For example, the year-to-year information alerts us to any trends that may be occurring at a college. The peer grouping information gives us a useful base of comparison (across equally advantaged institutions) for the most recent time period. The college’s self-assessment substantially enhances both the year-to-year information and the peer group information by identifying the unique factors of a college that affect its performance. The college demographic profile, in turn, supplies a unique snapshot in terms of the college’s service population, information that local officials can use to evaluate community access and the overall enrollment picture.

These six pages for each college deliver the essence of the ARCC’s objective for local accountability. Ideally, each college’s local governing board and local community will use this package of information for data-based policy discussions. This strategy will benefit communities throughout the state because it equips them with data to address their local priorities. To ensure that this process occurs in each community, the legislation for ARCC requires each college to submit to the CCCSO by March 19, 2008, documentation of interaction by each local board of trustees with the ARCC report.

**Conclusion**

This inaugural ARCC effort paves the way for an annual report that allows the State Legislature and the Governor’s Office to provide an ongoing cost-effective structure across the state for performance improvement that respects and promotes local decision-making. The ARCC report stands as an innovation to further the state’s mission in higher education, and future research into improvements for student success will undoubtedly leverage the work conducted in this report.
Student Progress and Achievement: Degree/Certificate/Transfer

Table 1.1: Student Progress and Achievement Rate

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Student Progress and Achievement Rate</td>
<td>51.5%</td>
<td>49.9%</td>
<td>47.1%</td>
</tr>
</tbody>
</table>

Table 1.1a: Percent of Students Who Earned at Least 30 Units

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<tr>
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<tbody>
<tr>
<td>Percent of Students Who Earned at Least 30 Units</td>
<td>68.5%</td>
<td>68.8%</td>
<td>67.3%</td>
</tr>
</tbody>
</table>

Table 1.2: Persistence Rate

<table>
<thead>
<tr>
<th></th>
<th>Fall 2002 to Fall 2003</th>
<th>Fall 2003 to Fall 2004</th>
<th>Fall 2004 to Fall 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Persistence Rate</td>
<td>66.1%</td>
<td>69.9%</td>
<td>67.4%</td>
</tr>
</tbody>
</table>
ARCC 2007 Report: College Level Indicators

Hartnell College
Hartnell Community College District
College Performance Indicators

Student Progress and Achievement: Vocational/Occupational/Workforce Development

Table 1.3:
Annual Successful Course Completion Rate for Credit Vocational Courses

<table>
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<tbody>
<tr>
<td>Annual Successful Course Completion Rate for Vocational Courses</td>
<td>80.8%</td>
<td>81.8%</td>
<td>78.3%</td>
</tr>
</tbody>
</table>

Pre-Collegiate Improvement: Basic Skills and ESL

Table 1.4:
Annual Successful Course Completion Rate for Credit Basic Skills Courses

<table>
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<tr>
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<tbody>
<tr>
<td>Annual Successful Course Completion Rate for Basic Skills Courses</td>
<td>66.6%</td>
<td>54.6%</td>
<td>57.7%</td>
</tr>
</tbody>
</table>

Table 1.5:
Improvement Rates for ESL and Credit Basic Skills Courses

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>ESL Improvement Rate *</td>
<td>43.9%</td>
<td>48.8%</td>
<td>65.6%</td>
</tr>
<tr>
<td>Basic Skills Improvement Rate</td>
<td>46.8%</td>
<td>49.6%</td>
<td>54.0%</td>
</tr>
</tbody>
</table>

* Based on inter-institutional differences in the coding of data from ESL programs and other anomalies in the existing ESL data, the ESL Improvement Rates presented in this table lack reliability, and, therefore, rates are shown only for illustrative purposes. Planned changes to data coding, among other strategies, should improve the quality of this indicator in future ARCC reports.
### Table 1.6: Annual Unduplicated Headcount and Full-Time Equivalent Students (FTES)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Unduplicated Headcount</td>
<td>17,604</td>
<td>16,410</td>
<td>15,025</td>
</tr>
<tr>
<td>FTES*</td>
<td>7,030</td>
<td>6,490</td>
<td>5,984</td>
</tr>
</tbody>
</table>

*FTES data for 2003-2004 and 2004-2005 are based on the FTES recalculation. FTES data for 2005-2006 are based on the FTES annual data. The 2005-2006 recalculation data were not available at the time of this report.

### Table 1.7: Age of Students at Enrollment

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18</td>
<td>9.1%</td>
<td>8.9%</td>
<td>8.3%</td>
</tr>
<tr>
<td>18 - 24</td>
<td>34.0%</td>
<td>36.3%</td>
<td>30.8%</td>
</tr>
<tr>
<td>25 - 49</td>
<td>47.5%</td>
<td>46.6%</td>
<td>44.2%</td>
</tr>
<tr>
<td>Over 49</td>
<td>9.1%</td>
<td>8.9%</td>
<td>8.7%</td>
</tr>
<tr>
<td>Unknown</td>
<td>0.2%</td>
<td>0.2%</td>
<td>0.3%</td>
</tr>
</tbody>
</table>

Source: Chancellor's Office, Management Information Systems

### Table 1.8: Gender of Students

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
<td>51.7%</td>
<td>48.3%</td>
<td>50.0%</td>
</tr>
<tr>
<td>Male</td>
<td>47.6%</td>
<td>51.2%</td>
<td>49.4%</td>
</tr>
<tr>
<td>Unknown</td>
<td>0.7%</td>
<td>0.5%</td>
<td>0.6%</td>
</tr>
</tbody>
</table>

Source: Chancellor's Office, Management Information Systems
### Table 1.9: 
Ethnicity of Students

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Asian</td>
<td>3.2%</td>
<td>3.5%</td>
<td>3.1%</td>
</tr>
<tr>
<td>Black/African American</td>
<td>3.0%</td>
<td>3.1%</td>
<td>3.4%</td>
</tr>
<tr>
<td>Filipino</td>
<td>4.1%</td>
<td>3.7%</td>
<td>3.5%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>47.7%</td>
<td>49.6%</td>
<td>52.5%</td>
</tr>
<tr>
<td>Native American</td>
<td>0.8%</td>
<td>0.8%</td>
<td>0.8%</td>
</tr>
<tr>
<td>Other Non-White</td>
<td>0.9%</td>
<td>0.9%</td>
<td>0.8%</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>0.6%</td>
<td>0.7%</td>
<td>0.6%</td>
</tr>
<tr>
<td>White</td>
<td>29.0%</td>
<td>27.5%</td>
<td>24.9%</td>
</tr>
<tr>
<td>Unknown/Decline to State</td>
<td>10.7%</td>
<td>10.3%</td>
<td>10.5%</td>
</tr>
</tbody>
</table>

Source: Chancellor's Office, Management Information Systems
Table 1.10: Peer Grouping

<table>
<thead>
<tr>
<th>Indicator</th>
<th>College's Rate</th>
<th>Peer Group Average</th>
<th>Peer Group Low</th>
<th>Peer Group High</th>
<th>Peer Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Student Progress and Achievement Rate</td>
<td>47.1</td>
<td>45.9</td>
<td>30.3</td>
<td>53.3</td>
<td>A1</td>
</tr>
<tr>
<td>B Percent of Students Who Earned at Least 30 Units</td>
<td>67.3</td>
<td>65.4</td>
<td>56.5</td>
<td>77.8</td>
<td>B1</td>
</tr>
<tr>
<td>C Persistence Rate</td>
<td>67.4</td>
<td>59.6</td>
<td>45.6</td>
<td>67.4</td>
<td>C1</td>
</tr>
<tr>
<td>D Annual Successful Course Completion Rate for Credit Vocational Courses</td>
<td>78.3</td>
<td>84.4</td>
<td>74.8</td>
<td>94.3</td>
<td>D4</td>
</tr>
<tr>
<td>E Annual Successful Course Completion Rate for Credit Basic Skills Courses</td>
<td>57.7</td>
<td>61.4</td>
<td>52.4</td>
<td>69.0</td>
<td>E1</td>
</tr>
<tr>
<td>F Improvement Rate for Credit Basic Skills Courses</td>
<td>54.0</td>
<td>51.4</td>
<td>36.8</td>
<td>76.5</td>
<td>F1</td>
</tr>
</tbody>
</table>

Note: Please refer to Appendix B for the specifications of these rates. The technical details of the peer grouping process are available in Appendix D.
Hartnell College provides a comprehensive array of community college programs to the residents and businesses of the Salinas Valley, where agriculture is the dominant industry. Between 2003-04 and 2005-06, the College experienced a significant decrease in annual head count enrollment (-10%) and full-time equivalent students (FTES) (-15%). This decrease was the result of multiple factors, including increased tuition fees and the reduction of enrollments in some specific programs, such as nursing.

Student demographic changes during this two year period include: the proportion of 18-24 year old students increased by 4% while the proportion of 25-49 year olds decreased by 3%; the proportion of men increased by 2%; and the proportion of Latino students increased by 5% while the proportion of White students decreased by 4%. The ethnicity differences reflect changes in community demographics, age differences correspond to a decrease in the proportion of evening students, and gender differences are related to changes in out of district enrollments through the South Bay Regional Public Safety Training Consortium.

The performance of Hartnell students varied on the six college specific measures of performance across time and compared to peer colleges. The basic skills improvement rate increased significantly from the cohort of students entering Hartnell in 2001-02 (47%) to the 2003-04 cohort (54%), and was somewhat higher than the average for its peer group (51%). Support provided for basic skills students through a Title V grant and MESA program, curriculum development, prerequisite checking, and increased assessment test placement accuracy may have contributed to this improvement.

Hartnell's fall-to fall persistence rate varied somewhat over time, but the 2004 to 2005 rate (67%) was much higher than the peer group average (60%).

The successful course completion rate for basic skills courses was variable between 2003-04 and 2005-06, and the 2005-06 rate (58%) was below the average for the peer group colleges (61%). Similarly, the completion rate for vocational courses decreased slightly over time and the 2005-06 rate (78%) fell below the peer group average (84%). This variability appears to correspond to course withdrawal rates during this time period.

The percent of students who earned 30 or more units within six years of entry was relatively stable over time and slightly higher than the peer group average (67% v. 65%) in the most recent comparison.

Student progress and achievement rates (proportion of students earning degrees or certificates, transferring to four-year institutions, or showing intent to transfer within five years of initial enrollment) decreased steadily from the cohort of students entering Hartnell in 1998-99 (52%) to those entering in 2000-01 (47%). Despite this decline, Hartnell's rate is slightly higher than the average for its peer group (46%). One of the reasons for the decline may be that more students in the later cohorts were able to obtain jobs without completing an instructional program or receiving a credential.

Hartnell College will continue to follow the progress of its students and make adjustments to its programs and services that will maximize student access and success.
III. H.

COLLEGE SENATES
September 13, 2007
II.I.

OFFICE OF SUPERINTENDENT/PRESIDENT
September 13, 2007
BOARD OF TRUSTEES

September 13, 2007
HUMAN RESOURCES &
EQUAL EMPLOYMENT OPPORTUNITY

September 13, 2007
FUTURE AGENDA ITEMS

September 13, 2007
NEXT MEETING

September 13, 2007
ADJOURNMENT

September 13, 2007