BOARD OF TRUSTEES
REGULAR MEETING AGENDA

March 11, 2014
Marin Community College District  
Board of Trustees Regular Meeting 

Agenda  
March 11, 2014  

Indian Valley Campus  
Building 5, Room 188  
1800 Ignacio Boulevard, Novato, California  

http://www.justin.tv/comtrustees  

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

The Board of Trustees may consider the items listed in Section C at any time during the Open Session portion of the meeting unless a specific time is stated on the agenda.  

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

If you wish to speak, complete card available from Recording Secretary. Persons desiring to address the Board on items not on the agenda may speak under item number “C.3.A.” on the agenda. Public comment presentations will be limited to no more than 3 minutes each. Persons reading statements aloud or distributing material should give a copy to the Recording Secretary.  

Government Code §54957.5 states that public records which relate to any item on the open session agenda for a regular Board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of the Superintendent/President at 835 College Avenue, Austin Center, Room 146, Kentfield, for the purpose of making those public records available for inspection.  

Per Board Policy 2365 the Board meetings of the Marin Community College District may be audio taped and video broadcasted via the internet.
A. **Open Session**, 3:00 p.m., Building 5, Room 188, Indian Valley Campus
1. Call to Order, Roll Call, Adoption of Closed Session Agenda
2. Public Comment on Closed Session Agenda (3 minutes per speaker)
3. **Study Session**
   A. Affordable Care Act
      • Implications for Benefit Program Planning Costs
   B. Employee Benefit Advisor Group
      • Update & Key Decision Points
4. Adjourn to Closed Session

B. **Closed Session**, 5:00 p.m., Building 5, Room 188, Indian Valley Campus
1. Call to Order
2. CONFERENCE WITH LABOR NEGOTIATOR(S) (Govt. Code Section 54957.6)
   Agency Representatives: Kristina Combs/Greg Nelson
   Employee Organizations: United Professors of Marin (UPM/AFT)
3. PUBLIC EMPLOYEES DISCIPLINE/DISMISSAL/ RELEASE (Govt. Code sec. 54957)
4. CONSIDERATION OF EXPULSION OF A STUDENT (Education Code §72122)
5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code Sect. – 54957)
   Title: Superintendent/President
6. Adjourn to Regular Meeting Open Session

C. **Open Session**, 6:30 p.m., Building 5, Room 188, Indian Valley Campus
1. Call to Order, Roll Call, Adoption of Agenda
2. Report from Closed Session
3. Public Comment on Open Session Agenda (3 minutes per speaker)
   A. Comments regarding items not on the Agenda
   B. Comments regarding items on the Agenda – to be heard immediately before the Board of Trustees’ consideration of the item
4. Board Reports/or Requests (15 minutes)
   A. Committee Chair Reports
   B. Governance Calendar Review
   C. Individual Reports/or Requests
5. Approval of Meeting Minutes (2 minutes)
   A. Approve Minutes of February 18, 2014 Board Meeting
6. Chief Executive Officer Report
   A. Citizen’s Oversight Committee Annual Report, John Hanley
   B. Drama Department 50th Anniversary, Lisa Morse
   C. OPEB Investment Update, Greg Nelson
   D. 50% Law Update, Greg Nelson
E. Fee Schedule, Greg Nelson

7. Study Session
   A. Board Vacancy
   B. Board Membership

8. Academic Senate Report (5 minutes)

9. Classified Senate Report (5 minutes)

10. Student Association Report (5 minutes)

11. Consent Calendar Items (ROLL CALL VOTE)
   A. Upcoming Board Meetings
      ▪ March 25, 2014 Special Meeting, Kentfield Campus
      ▪ April 15, 2014, Kentfield Campus
      ▪ April 25, 2014 Board Retreat, Indian Valley Campus
   B. Approve Classified Personnel Recommendations
      1. Appointment of Hourly Personnel
      2. Temporary Increase/Decrease in Assignment for Classified Personnel
      3. Resignation/Termination of Classified Personnel
   C. Approve Classified Position Recommendations
   D. Approve Academic Personnel Recommendations
      1. Approval of Continued Employment of Academic Contract Faculty
   E. Approve Classified Administrators and Management Personnel Recommendations
      1. Appointment/Terms for Continued Employment of Classified Administrators and Management Personnel
   F. Approve Educational Administrators and Management Personnel Appointments
      1. Appointment of Educational Management Personnel
      2. Appointment/Terms of Continued Employment for Educational Administrators/Management Personnel
   G. Approve Short-Term Hourly Positions
   H. Declaration of Surplus Property - Miscellaneous Equipment
   I. Approve A.A. and A.S. Degree Revisions
   J. Approve Certificate of Achievement Revisions
   K. Approve Skills Certificate Revisions and Addition
   L. Approve Credit Course Additions
   M. Approve Credit Course Revisions
   N. Approve Credit Course Deletions
O. Modernization (Measure C)
   1. Ratify/Approve Modernization Contracts, Changes, Amendments ($94,651.50)

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

12. Other Action Items
   A. Resolution #2014-5 in Support of Women’s History Month (ROLL CALL VOTE)
   B. Resolution #2014-6 to Compensate Trustee Kranenburg for Excused Absence (ROLL CALL VOTE)
   C. Approve Revision to Academic Calendar 2014/15
   D. Approve Contract with Alliant Insurance Services, Inc. for Health Benefit Broker Services
   E. Approve Contract with U.S. Bank for Debit Card Refunds
   F. Acceptance of Non-Cash Gifts
   G. Modernization (Measure C)
      1. Approve Authorization to Bid and Pre Authorization to Award Construction Contract for ADA Upgrades KTD (309A)
   H. Final Action on Superintendent/President’s Recommendation re: Student Expulsion

13. Board Policy Review (1st Reading)
   1. BP 4070 Auditing (Courses)

14. Board Meeting Evaluation

15. Future Agenda Items
   A. California Community College Trustees (CCCT) Election – 2014 (April)
   B. Board Professional Development
   C. Indian Valley Campus Master Plan (April)

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

17. Correspondence

18. Adjourn Meeting
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<td>Policy</td>
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<td>Approve Revised Ethics Policy</td>
<td>-Board Retreat – Board Goals/Priorities/ Objectives --Review Mission Statement</td>
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<td>-Admin. Oath to Incoming Student Trustee -Approve Mission Statement</td>
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<td>Fiscal</td>
<td>Mid-Year Budget Report</td>
<td>Selection of Auditor (every 3 years)</td>
<td>Board Budget Workshop</td>
<td>Approve Tentative Budget</td>
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<td>Facilities</td>
<td>Request COC Applications</td>
<td>Citizens’ Oversight Annual Report</td>
<td>Citizens’ Oversight Committee Appointments</td>
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<td>Measure C</td>
<td>Quarterly Report</td>
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<td>ARCC/Scorecard Report Dialog &amp; Approval</td>
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<td>Governance</td>
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<td>-CCCT Board Election - Establish Process for CEO Evaluation of Goals/Progress</td>
<td>Complete CEO’s Evaluation</td>
<td>Discuss CEO Evaluation/Compensation</td>
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<td>Planning</td>
<td>Technology Plan Evaluation/Update</td>
<td>-Ed Master Plan, Facilities Plan and Strategic Plan Updates -Receive Recs from PRAC</td>
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<td>-M &amp; O Plan -Facilities Plan</td>
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<td>Spring Convocation</td>
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<td>-Retiree Reception -Commencement -Golden Bell Awards -COM Nurses Pinning -Faculty/Staff Appreciation -Class. Employee Week</td>
<td>Dental Asst. Graduation</td>
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<td>JOB AREA</td>
<td>JULY 2013</td>
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<td>Policy (On-going review and approval)</td>
<td>- Constitution Day – Sept 17</td>
<td>- Approve Board Budget, Goals &amp; Priorities</td>
<td>CEO Salary Survey</td>
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<td>Renew CEO Contract</td>
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<td>Mid-Term Progress Report</td>
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<td>WASC Report Update</td>
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<td>Governance (Prof. Dev., Evals., Annual Organization)</td>
<td>Board Retreat – BOT Self Evaluation</td>
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<td>Discuss Potential New Board Officers</td>
<td>Organizational Meeting</td>
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<td>Retired Faculty/Staff Lunch</td>
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Marin Community College District
Board of Trustees Regular Meeting

Minutes
February 18, 2014
Kentfield Campus
Cafeteria, Student Services Building
835 College Avenue, Kentfield, California

A. Open Session
1. Call to Order, Roll Call, Adoption of Closed Session Agenda
   The Board of Trustees of the Marin Community College District met for a regular meeting in
   the Cafeteria of the Student Services Building on the Kentfield Campus, all Trustees having
   received notice as required. Board President called the meeting to order at 5:30 p.m.
   Trustees O’Brien, Long, Kranenburg, Bevis and Conti were present. Also present were Vice
   Presidents Eldridge, Nelson and Torres. M/s (Conti/Long) to adopt the closed session
   agenda. Motion carried, 5-0-1. Trustee Treanor was not present. There is one vacant
   trustee position.
2. Public Comment - There was no public comment
3. Adjourn to Closed Session - Meeting adjourned to closed session at 5:35 p.m.
   Trustee Treanor arrived at 5:35 p.m.

B. Closed Session
1. Call to Order
2. CONFERENCE WITH LABOR NEGOTIATOR(S) (Govt. Code Section 54957.6)
   Agency Representatives: Kristina Combs/Greg Nelson
   Employee Organizations: United Professors of Marin (UPM/AFT); California School
   Employees Associations (CSEA); Service Employees International Union (SEIU);
   Unrepresented Employees (Confidential, Supervisors, Management)
3. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Govt. Code Section 54956.9 (a))
   One: Pilli vs. Marin CCD
4. Adjourn to Regular Meeting Open Session
C. Open Session

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

The meeting was called to order by Board President O'Brien at 6:30 p.m. Trustees Bevis, Conti, Long, O'Brien, Treanor, Kranenburg and Student Trustee Reyes were present. There is one vacant trustee position. Also present were Vice Presidents Eldridge, Nelson and Torres. M/s (Treanor/Bevis) to approve agenda noting Item C.9.C. has been revised and is printed on blue paper for Trustees. There was a request to review the process for adopting agendas and approving consent items at a future retreat. This item will be added to a future agenda for discussion. There was another request to modify item A.2. to “Public Comment for Closed Session agenda” for clarification purposes. Motion carried 6-0 plus an advisory aye vote by Student Trustee Reyes.

2. Report from Closed Session – There was no action taken in closed session

3. Public Comment (3 minutes per speaker)

   A. Comments regarding items not on the Agenda

   Lori Ordin commented on the successful event with City College of San Francisco (CCSF). She noted that it was well attended by representatives from all constituencies at the College of Marin. CCSF has asked that each of our constituencies pass a resolution in support of CCSF acknowledging that there are some problems with ACCJC and encouraged the Board of Trustees to pass a Resolution. Ms. Ordin also mentioned a lobbying event Sacramento tomorrow where legislation to reform ACCJC would be presented.

   B. Comments regarding items on the Agenda – to be heard immediately before the Board of Trustees’ consideration of the item

4. Chief Executive Officer Report

   A. Media Center Update

   In follow-up to student concerns raised at the last Board meeting, Vice President Eldridge updated Trustees on the status of the Media Center. He reported that the Media Center historically was in the Learning Resources Center and provided additional learning resources for students, when the Library was predominantly books. With the retirement the Media Center employees, the College evaluated usage patterns of the center, analyzed the equipment and the need for the center to be a stand-alone operation. A determination was made to house the Media Center in the Library and provide access to the computers and media services in a space that would provide extended hours for student use. Because the Library now has many of the media resources available, the decision to integrate the Media Center into the Library made sense. Vice President Torres updated the Board of the status of this transition, noting that we are migrating computers from the Media Center into the Library. DVDs and videos have also been incorporated into the catalog system where students can check them out. Staff are also working with faculty members on software needs both at the
center and in other building locations for student access. When the Director of Library Services position is filled, that individual will help address the staffing needs to expand Library and Media Center hours to provide more robust services to students at both campuses. Staff answered questions from Trustees about communication with students about this change.

B. Tech Plan Update
Vice President Eldridge gave a presentation to update Trustees on a number of technology infrastructure projects in our Strategic plan for which the Trustees approved funding at the September Board meeting. A copy of the presentation has been posted on the College of Marin website under the Board of Trustees tab for this meeting. The faculty/staff computer replacement project is underway and is being accomplished by leasing computers from HP. This project is anticipated to be complete by the end of March with 500 new computers. The lease project bought us the time to give everyone a computer right now and the infrastructure to support a variety of things moving forward. The equipment installation for the server infrastructure project is complete and migration of most elements to the server has occurred, including Banner. Special thanks to our IT staff who are working many hours over weekends on this project. There are a few more items to migrate and some configuration of new security items to be completed. Functioning IVC equipment will be modified and become part of our backup system. The College has selected a product to replace our aging voice mail system which will be compatible with whatever type of phone system we go to and has a lot of options that will be beneficial to the College. The network upgrades and Wi-Fi implementation are also underway and good progress is being made throughout the campus. Vice President Nelson reviewed the Measure C Technology Bond Funds. There was discussion about planning for funding of maintenance and future acquisitions for which leasing has proven an effective tool, given the funding can be spread out over a period of years and provides the College with opportunities to review and modify their computer needs after a four-year period. The College has also been slowly migrating Banner annual maintenance costs from bond funds to the operating fund. There should be no problem spending down the remaining budget for arbitrage requirements. There was additional discussion about BYOD (Bring your own device) which our new server and network environment will support, evaluation of the Technology Plan this year in accordance with COM Strategic Plan/Action Step 9.6, the need for assessment of our needs for the next five years, and future technology planning. In response to further questions, staff reported that funds have been protected in the annual budget to cover the annual payment for the leasing project, that FF&E funds cover technology in the bond construction projects, that we are using collective buying power, and the work continues to upgrade our website/portal systems to make them more user friendly and logical for students. Special thanks was given to Chris Edmondson seen working over Super Bowl weekend and all of the technology staff for their hard work.

C. PG&E - Government Code 4217
Vice President Nelson gave a presentation on the current lighting system and a proposed
plan to replace the system with LED lights through a program with PG&E. A copy of his presentation has been posted to the College of Marin website on the Board of Trustees tab for this meeting. Mr. Nelson reported that our current lighting system is inefficient and presents safety and security issues. The College is now leaving lights on 24 hours, when dark, rather than turning the lights out at 11:00 p.m. which caused concerns for students and faculty and challenges for campus police patrols. Neighbors were notified of the change with mostly positive feedback and there will be a neighborhood meeting on February 27. The proposed replacement project with PG&E would replace all exterior amber lighting in parking lots, pathways and outside buildings on both campuses with LED fixtures. The LED fixtures use sensors and step-down technology so lights dim to half-power when there is less activity and then back to full power when the sensor is activated by a car or person. The LED fixtures have a much longer life span and better visibility. This change will provide the same foot candle and reduce the number of different types of standards currently used from seven, some of which are obsolete, to two standards, one for parking lots and one for pathways. Light will be directed away from neighbors. A public notice has been issued for the past two weeks prior to the public hearing tonight. This will be on-bill financing with PG&E and there will be no up-front cost to the district. A master agreement will come to the Board for approval in March with final costs. Rebates, financing and tiered billing will allow us to finance the project so it is cost neutral, and realize savings from the project after a 10-year period, where the funds will then go back to the District. This project will reduce our carbon footprint by 64,000 lbs. and reduce our maintenance costs from $26/per light to $19/per light with added lifespan. Staff answered Trustee questions about the project and thanked Vice President Nelson for his presentation.

5. Academic Senate Report (5 minutes)
   Sara McKinnon provided the Academic Senate Report which is attached to the minutes.

6. Classified Senate Report (5 minutes)
   A copy of the Classified Senate Report is attached to the minutes.

7. Student Association Report (5 minutes)
   Student Trustee Reyes reported that a delegation of students attended the National Legislative Summit last week and spoke with Congressman Huffman about three main priorities: to maintain PELL grant; re-authorization and approval of the Higher Education Act; and the rising costs of textbooks. Congressman Huffman was very receptive and the students had a great time and were inspired to be in Washington DC.

8. Consent Calendar Items (ROLL CALL VOTE)
   Trustee Long requested that Item C.8.F. be removed from consent for separate discussion. M/s (Treanor/Bevis) to approve Consent agenda, with the exception of Item C.8.F. Motion carried by roll call vote of 6-0, plus an advisory aye vote by Student Trustee Reyes.

   A. Upcoming Board Meetings
      • March 11, 2014, Indian Valley Campus
April 15, 2014, Kentfield Campus
April 25, 2014 Board Retreat, Indian Valley Campus

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

C. Approve Academic Personnel Recommendations
   1. Appointment/Change of Temporary Credit Instructors Spring 2014
   2. Appointment/Change of Temporary Non-Credit ESL and Community Education and Services Instructors for Winter and Spring Quarters 2014
   3. Academic Personnel Lottery to Determine Order of Employment
   4. Academic Personnel Request for Unpaid Leave
   5. Leave Replacement
   6. Phased-In Early Retirement of Academic Personnel

D. Classified Management Personnel Recommendations

E. Approve Short-Term Hourly Positions

F. M/s (Treonor/Conti) to approve New Community Services Courses. In response to a Trustee question about tasting wine in class, Vice President Eldridge noted that this is a course that has been held before and that the Board item is a request to add it back to our course listings. All of the requisite paperwork is on file and is in accordance with Administrative Procedure 3560 which states that alcoholic beverages on campus are permitted if the alcoholic beverage is limited to beer or wine for use in connection with a course of instruction and the instructor has been authorized to use it by the Vice President of Student Learning. The course is in compliance with that regulation. Motion carried 6-0, plus an advisory aye vote by Student Trustee Reyes.

G. Approve Budget Transfers for January 2014

H. Approve Warrants for January 2013

I. Modernization (Measure C)
   1. Ratify/Approve Modernization Contracts, Changes, Amendments ($232,215.53)

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

9. Other Action Items

A. Public Hearing on PG&E Lighting Upgrade Project
   Board President O’Brien opened the Public Hearing at 7:41 p.m. and asked if there were any comments on the PG&E Lighting Upgrade Project. There were no comments and the hearing was closed.

   M/s (Treonor/Bevis) to waive the reading Resolutions 2014-1 and 2014-2 (Items C.9.B and C.9.C.) appreciating the importance of both Resolutions. Motion carried 5-1, with
Trustee Conti voting no. There was an advisory aye vote by Student Trustee Reyes. Resolution 2014-1 in Support of Black History Month and Resolution 2014-2 in Support of National Engineers Week passed by a roll call vote of 6 - 0 plus an advisory aye vote by Student Trustee Reyes.

B. Approve Resolution 2014 - 1 in Support of Black History Month (Roll Call Vote)
C. Approve Resolution 2014 - 2 in Support of National Engineers Week (Roll Call Vote)
D. M/s (Conti/Long) to approve Resolution 2014 – 3 to Compensate Trustee Namnath for Excused Absence (Roll Call Vote). Motion carried by a roll call vote of 6 - 0 plus an advisory aye vote by Student Trustee Reyes.
E. M/s (Treasor/Bevis) to approve Resolution 2014-4 for Supplemental Early Retirement Program (SERP) (Roll Call Vote). Motion carried by a roll call vote of 6 - 0 plus an advisory aye vote by Student Trustee Reyes.
F. M/s (Long/Treasor) to modify Board Meeting Calendar 2014. Trustee Conti asked if the June 27 retreat could be moved due to a schedule conflict. Board President O’Brien noted that she was thinking about moving the July meeting or not having a meeting in July. It was suggested that these ideas be reviewed with the Superintendent/President and Board Officers. The motion to modify the Board Meeting Calendar 2014 as written carried by a vote of 6 – 0, plus an advisory aye vote by Student Trustee Reyes. For the record, Trustee Conti will either excused on June 27 or that the meeting will be changed and there will be further discussion on the meeting calendar.
G. M/s (Treasor/Bevis) to accept Non-Cash Donations. Motion carried 6 - 0 plus an advisory aye vote by Student Trustee Reyes.
H. M/s (Treasor/Kranenburg) to approve Clinical Agreement with Sutter West Bay dba Novato Community Hospital. Trustee Treasor thanked staff for noting review by legal counsel and insurance on the cover sheet. Motion carried 6 – 0 plus an advisory aye vote by Student Trustee Reyes.
I. Modernization (Measure C)
M/s (Treasor/Long) to combine items C.10.I.1 and C.10.I.2, for approval. Motion carried 6 - 0 plus an advisory aye vote by Student Trustee Reyes. M/s (Treasor/Long) to approve items C.10.I.1. and C.10.I.2. Motion carried 6 - 0 plus an advisory aye vote by Student Trustee Reyes.
1. Approve Notice of Completion, Angotti & Reilly, Fine Arts Mechanical (306D)
   In response to a Trustee question it was clarified that this Notice of Completion is for the contractor that did the labor on the HVAC installation. The problems we are currently having are with the manufacturer and not the contractor.
2. Approve Project Initiation Forms (PIF)
   - New Utility Building (315B)
   - LRC Seismic Upgrade Project
   - KTD ADA Upgrades (309A)

10. Board Policy Review (1st Reading) - None

11. Future Agenda Items
A. Health Benefits (March)
B. Board Membership (March)
C. Board Professional Development  
D. Indian Valley Campus Master Plan (Gilbane Study) (April)

12. Board Reports and/or Requests (15 minutes)
   A. Filling Trustee Vacancy
      Trustees received guideline information from Dr. Coon about the process and procedure to fill the vacant seat due to Trustee Namnath’s resignation as provided by the Marin County Office of Education. Applications are being accepted now through March 5. Board President O’Brien asked Trustees for their input on criteria and question development. Based on Trustee discussion and comments, Vice President Eldridge noted that staff would customize the guideline materials to better fit our needs and bring a draft back to the Board for further review. Board President O’Brien suggested that Trustees forward their themes/concerns to the recording secretary within the next few days. Vice President Eldridge will report this information to Dr. Coon.

   B. Committee Chair Reports
      Trustee Bevis will bring a legislative report to the next meeting. Board President O’Brien noted that she and Trustee Long met today on Board Professional Development and their rough notes were provided to Trustees. They plan to do a full presentation on Professional Development at the next Board meeting.

   C. Governance Calendar Review
      Board President O’Brien noted that she had asked Dr. Coon to include the calendar on the monthly agenda. This document will be modified as necessary and points out the tasks we are required to accomplish. Much has been accomplished on these tasks under the direction of our Vice Presidents.

      In response to Trustee Treanor’s request, Vice President Eldridge reported that we received our letter from ACCJC which stated that we not only continue to be in good standing, but that in effect, we have year reprieve in terms of when we need to begin writing the next report.

      We will calendar well in advance, so we can keep the process moving.

   D. Individual Reports/or Requests
      Eva Long commented on the recent Sexual Harassment Prevention Training she attended, which was hosted by the Marin County Office of Education and Attorney Carl Corbin. She reported on six key items, noting that prevention of harassment is the key to the training. A copy of Trustee Long’s notes are attached to the minutes. Board President O’Brien reminded Trustees to complete the training if they had not already done so.

      Board President O’Brien attended the Board Chair workshop at the Effective Trustee Workshop in January in Sacramento, and commended Trustee Treanor for her role in the training. She further noted that she learned a great deal, came away with a lot of information and strongly recommends it for whomever is Board President next year.

      Trustee Treanor noted that the Board Chair workshop was so popular that they had to turn people away and will be presenting it again May. She commented on her
experience at the conference noting it was fascinating to participate as a Trustee in a conference with the Statewide Academic Senate and a wonderful opportunity and honor to speak with other panelists who were academic senate presidents. She learned about the hard work the Accreditation Liaison officers like Sara and others have done for the College and noted that we are fortunate to have the dedication and commitment of our academic leaders. She also reported that a number of institutions received their letters from ACCJC that day and there was an opportunity to call out their successes, bringing great energy to the room. The experience helped her to understand the challenges and struggles for faculty in understanding the standards and the context in which the Districts operate. She also commented on a number of resources and matrixes that the Board can use to evaluate whether they are doing their job and are good stewards for the College. Lastly, she commented that she has received several comments about the current meeting space and that it is large and unprofessional. She hoped that we could look for other meeting options.

Trustee Long supported the request to write a letter in support of CCSF and volunteered to assist with creating the letter. This will be a topic on a future agenda.

13. Approval of Meeting Minutes (2 minutes)
   A. M/s (Long/Teanor) to approve the Minutes of January 17, 2014 Board Retreat. Motion carried 6-0 plus an advisory aye vote by Student Trustee Reyes.
   B. M/s (Bevis/Teanor) to approve the Minutes of January 21, 2014 Board Meeting. Motion carried 6-0 plus an advisory aye vote by Student Trustee Reyes.

14. Information Items (see written reports)
   A. Agreement for Services January 2014
   B. Second Quarter Financial Status Report and CCFS-311 Q for 2013/14
   D. Modernization Update
      1. Director’s Report
      2. Program Schedule
      3. Milestones Report
      4. Quarterly Report
   E. Administrative Procedures
      1. AP 4225 Course Repetition
      2. AP 4227 Repeatable Course
      3. AP 4228 Course Repetition – Significant Lapse of Time
      4. AP 5055 Enrollment Priorities
      5. AP 5075 Credit Course Adds and Drops
   F. Calendar of Special Events
      ▪ Bay 10 Trustees & CEO Meeting, April 14, 2014, Ohlone College

15. Correspondence
16. Board Meeting Evaluation

Board President O'Brien requested that the Board meeting evaluation item be moved up on the agenda in the future to allow for more concrete evaluation and focus from Trustees. Trustee comments included kudos to Vice President Eldridge and Nelson, that meeting content was controlled and the agenda flowed well, there was substantive discussion and teamwork, positive attitude, and very comprehensive staff reports. It was noted that both staff and Trustees are well prepared and informed, and good questions are asked and answered to help decisions move along productively. There were comments that Trustee Bevis has added a lot to the Board and that Board President O'Brien is very organized and chairing the meetings in a manner that is efficient, fair and inclusive. It feels very productive and that we are moving in the right direction.

17. Adjourn Meeting

M/s (Treanor/Long) to adjourn the meeting. Meeting adjourned at 8:28 p.m.
You have no doubt noticed that there are further revisions to the repeatability and repetition Administrative Procedures included in the information section of your agenda this month. These will be much more easily understood once all the track changes go away. Changes have been fast and furious over the last year and we are finally catching up. You will note that there are three: AP 4225 – Repetition – Non-Repeatable Courses, AP 4227 – Repeatable Courses, and AP 4228 – Course Repetition – Significant Lapse of Time.

AP 4225 talks about repetition of Non-Repeatable courses which I realize sounds like a misnomer, but take my word – it is correct. There are specific instances where a student can repeat a course primarily in cases of substandard grades. Students may also petition to repeat if they require legally mandated training, there have been significant changes in industry or licensure standards, or for extenuating circumstances.

AP 4227 – Repeatable Courses outlines the limitations of repeatability that you have been hearing about over the last year and then outlines more specifically legally mandated courses, activity courses, courses for students with disabilities and cooperative occupational work experience courses.

AP 4228 – Course Repetition – Significant Lapse of Time outlines the circumstances under which a student may repeat a course they have already passed three or more years ago. There must be a recency requirement at another institution of higher education where the student seeks to transfer or a recency prerequisite for a course or program at College of Marin.

With the changes in repeatability regulations over the last couple of years, the performing arts departments have been scrambling to work out ways to assemble casts and ensembles for their many productions and concerts. In particular the Music Department is having trouble putting together a complete orchestra as many community musicians are out of available repeats. However, playing in an orchestra or other ensemble is necessary for music majors who want to transfer and having the opportunity to play with more experienced musicians is of tremendous value to these students. With that in mind, the Academic Senate has put together a revision of Board Policy 4070 to allow auditing. We have also created an Administrative Procedure that clearly outlines under what circumstances this will be allowed and how it will be handled. These should be on your March agenda.

I also wanted to mention that I went to the Accreditation Institute on February 7th and 8th and attended a number of interesting and informative general and breakout sessions. Our very own Trustee Treanor presented on Standard IV and Board. I would like to report that she did an excellent job and represented College of Marin well.

I would also like to thank all those at College of Marin who contributed to our Midterm Report – in particular, Barbara David, without whom we would be lost, and to all who have helped us to continue meeting the accreditation standards so that we have NO more recommendations!

--Sara McKinnon, Academic Senate President
Good Evening,

The Senate sponsored second Annual Welcome Back Breakfasts for Classified Professionals were held on January 28 at both the Kentfield and IVC campuses. Approximately 70 staff members came by to share in bagels, toast, coffee, and juice with their colleagues.

We continue to monitor the progress of the Professional Development Committee recommendations as part of the California Student Success Act. Although consideration of mandatory flex days has been dropped from the recommendations in favor of handling that within negotiations, the other recommendations remain on track for implementation this year supported by the proposed budget of $8M.

Respectfully submitted on behalf of the Classified Senate,

Alice L. Dieli

Alice L. Dieli
Classified Senate President
Description of Measure C

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

Measure C Bond Citizens’ Oversight Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Audit Results

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

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

Conclusion

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

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

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

*Terms expiring May 2013:*
Ted Bright  
Charlotte Kissling  
Donna Reeve

*Terms expiring May 2014:*
John Hanley  
Donna Bjorn  
Paul Tandler  
Nancy McCarthy  
Doug Wilson
To: Board of Trustees  

From: Superintendent/President  

Subject: Classified Personnel Recommendations  

Reason for Board Consideration: CONSENT APPROVAL  

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

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

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

T. Fung, D. Flowers and B. Sheofsky are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources & Labor Relations
1. APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
</tr>
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<tbody>
<tr>
<td>1. Fung, Theo</td>
<td>Health Science/Nursing</td>
<td>03/12/2014</td>
<td>05/01/2014</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Ms. Fung will serve as a professional expert to the Health Science/Nursing Program to assist with GPA calculation for the Registered Nursing Program applications for Spring 2014.
2. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/ SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Sheofsky, Beth</td>
<td>Instructional Specialist, English</td>
<td>From .30 To .43</td>
<td>8.5</td>
<td>Temp.</td>
<td>01-24-2014 – 05-31-2014</td>
</tr>
</tbody>
</table>

Background Information:

1. Ms. Sheofsky has accepted a temporary increase in assignment for the Spring 2014 semester effective January 24, 2014.

*NOTE: The Department did not provide Human Resources with this information until recently; the employee has been working and needs to be compensated for work completed.
3. RESIGNATION/TERMINATION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Flowers, Donald</td>
<td>Maintenance Supervisor</td>
<td>1.0</td>
<td>12</td>
<td>Retirement</td>
<td>06/30/2014</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. Flowers has submitted his letter of resignation effective June 30, 2014.
To: Board of Trustees  Date: March 11, 2014
From: Superintendent/President  Item & File No. C.11.C.
Subject: Classified Position Recommendations

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

BACKGROUND:

The District and CSEA have discussed and agreed to minor language changes for the following job description:

_EOPS/CARE & CalWorks Specialist - Range 112 ($3,378.38 - $4,106.38)_.

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the following action effective February 18, 2014; approve revised job descriptions.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
COLLEGE OF MARIN
JOB DESCRIPTION

EOPS/CARE & CALWORKS SPECIALIST

Purpose Statement: (Duties, General Description)
Under the direction of the Dean of Student Success, the role of the EOPS/CARE and CALWORKS Specialist is to: support the delivery of EOPS, CARE and CALWORKS programs and services; provide direct support to students participating in the programs; document compliance with terms and conditions of student grants; and provide program information to a variety of individuals and/or groups, and; provide support to the program administrator.

Essential Functions:
Provide guidance, support, referrals, and facilitate direct services for EOPS/CARE and CalWORKS students.

Monitor a variety of activities, including, but not limited to: academic performance; work study time; book grants; childcare, and; student compliance contracts. Enter and track data to ensure accurate information and compliance with grants and applicable federal, state, county, and/or district regulations. Produce related reports.

Participate in orientations, meetings, workshops and seminars including new student orientations, outreach activities, statewide EOPS/CalWORKS workshops, etc., department and other college meetings for the purpose of gathering and sharing information required to maintain current, perform functions and support student success and the college. Participate in case management under the direction of the program administrator.

Perform program specific clerical functions, including, but not limited to scheduling counseling appointments, maintaining counselor schedules (in SARs), creating and maintaining files, responding to emails and voicemails, and submitting/processing purchase orders/requisitions.

Process documents and materials e.g. EOPS grants, program applications, CalWORKs documents related to compliance for the county, for the purpose of authorizing action in compliance with district and/or program requirements. Provide program support for needs and material for the purpose of delivering services which conform to established guidelines and communicate information and/or deadlines to students in applicable programs.

Respond to inquiries from a variety of internal and external parties (e.g. staff, county welfare personnel, parents, students, etc.) for the purpose of providing information, facilitating communication among parties and/or providing directions.

Provide reception responsibilities for the department.

Assist other personnel as may be assigned for the purpose of supporting them in the completion of their work activities.

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

KNOWLEDGE is required to perform basic math including calculation of fractions, percent and/or ratios; read a variety of manuals, write documents following prescribed formats and/or present information before groups; and solve practical problems. Specific knowledge required to satisfactorily perform the functions of the job includes: knowledge of the EOPS, CARE and CalWORKs programs, understanding the basic guidelines for each program and knowledge of the tasks associated with collecting and entering the data legally required for each program. In addition, proficiency with the concepts of grammar and punctuation; grant administration; community resources; basic accounting and budgeting; and some understanding of the district policies and procedures as well as state regulations governing the EOPS,
COLLEGE OF MARIN
JOB DESCRIPTION

CARE and/or CalWORKs programs.

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

ABILITY is required to schedule a significant number of activities; routinely gather, collate, and/or classify data for separate and distinct programs and student populations; and utilize job-related equipment. Flexibility is required to work with others under a wide variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using standard methods of operation. Ability is also required to work with a significant diversity of individuals and/or groups and work with data of different types and/or purposes. In working with others, this position requires problem solving and knowledge of referral resources; ability to contribute to consensus/collegial outcomes; set appropriate boundaries with students, and; show empathy and compassion. Specific abilities required to satisfactorily perform the functions of the job include: establishing and maintaining effective working relationships; communicating with diverse groups; meeting deadlines and schedules; setting priorities; ability to assist students in navigating through the college processes, and; working with frequent interruptions. Sensitivity to and understanding of the diverse academic, socioeconomic, cultural and ethnic backgrounds, disabilities and learning styles of community college students and staff.

Responsibility:

Responsibilities include: working under limited supervision focusing primarily on supporting students, maintaining up to date data and deadline compliance, and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units is required to perform the job's functions. There is an opportunity to significantly impact the organization's services.

Working Environment:

The usual and customary methods of performing the job's functions requires the following physical demands: some lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, manual dexterity. Generally the job requires 80% sitting, 10% walking and 10% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean environment.

Minimum Qualifications/Position Requirements (Education & Experience):
Graduation from High School or Equivalent, and Job Related Experience is required.

Desirable Qualifications: Associate or higher degree, or equivalent combination of education and experience. Prior experience in an educational environment, working with special populations, specifically EOPS, CARE, CalWORKs and/or other categories of college students.

Certificates & Licenses:

Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status: Non-exempt

Date: November 19, 2013 January 28, 2014

Bargaining Unit: CSEA

Salary Range: 112

EOPS CALWORKS Specialist
The following actions are included in the Academic Personnel Recommendations:

1. Approval of Continued Employment of Academic Contract Faculty

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

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the Academic Personnel Recommendations.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>Discipline</th>
<th>FTE</th>
<th>Date of Hire</th>
<th>Contract Year</th>
<th>Contract Year Recommendation</th>
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<tbody>
<tr>
<td>1.</td>
<td>Park, Jessica</td>
<td>Instructor, Anthropology</td>
<td></td>
<td>1.0</td>
<td>1/20/2010</td>
<td>4th Year</td>
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<td>2.</td>
<td>Moreno, Luz</td>
<td>Counselor</td>
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<td>7/28/2010</td>
<td>4th Year</td>
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<td>3.</td>
<td>Pomajulca, Cesar</td>
<td>Instructor, Medical Assisting</td>
<td></td>
<td>1.0</td>
<td>8/10/2011</td>
<td>3rd Year</td>
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<td>4.</td>
<td>Cullen, Gina</td>
<td>Counselor</td>
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<td>2nd Year</td>
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<td>5.</td>
<td>Rooney, Kathleen</td>
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<td>6.</td>
<td>Ramey, Byron</td>
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<td>2nd Year</td>
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<td>7.</td>
<td>Erdmann, John</td>
<td>Librarian</td>
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<td>1/18/2012</td>
<td>2nd Year</td>
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<td>8.</td>
<td>Klinger, Alisa</td>
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<td>1/18/2012</td>
<td>2nd Year</td>
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<td>9.</td>
<td>Koenig, Karen</td>
<td>Instructor, English Skills</td>
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<td>1/18/2012</td>
<td>2nd Year</td>
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<td>10.</td>
<td>Martinisi, Michele</td>
<td>Instructor, Spanish, Italian</td>
<td></td>
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<td>2nd Year</td>
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<td>11.</td>
<td>Newton, Steven</td>
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<td>2nd Year</td>
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<td>12.</td>
<td>Pasquel, Alicia</td>
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<td>2nd Year</td>
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<td>Beal, Rebecca</td>
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<td>8/17/12</td>
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<td>14.</td>
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<td>Item No.</td>
<td>Name</td>
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<td>Date of Hire</td>
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<td>16</td>
<td>Li, Christine</td>
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<td>2nd Year</td>
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<td>17</td>
<td>Massion, Cheo</td>
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<td>8/17/12</td>
<td>2nd Year</td>
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<td>18</td>
<td>Morse, Lisa</td>
<td>Instructor, Drama</td>
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<td>8/17/12</td>
<td>2nd Year</td>
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<td>19</td>
<td>Passer, Joyce</td>
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<td>Patel, Elizabeth</td>
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<td>21</td>
<td>Quick, Dayna</td>
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<td>8/17/12</td>
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<td>Sanko, Nadia</td>
<td>Instructor, Spanish/French</td>
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<td>8/17/12</td>
<td>2nd Year</td>
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<td>23</td>
<td>Seery, Patricia</td>
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<td>24</td>
<td>Serafin, Scott</td>
<td>Instructor, Chemistry</td>
<td>1.0</td>
<td>8/17/12</td>
<td>2nd Year</td>
<td>Contract for 3rd Year Probationary</td>
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<tr>
<td>25</td>
<td>Perrone, Kristin</td>
<td>Counselor</td>
<td>1.0</td>
<td>7/01/13</td>
<td>1st Year</td>
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<td></td>
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<tr>
<td>26</td>
<td>Escobar, Caitlin</td>
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<td>1.0</td>
<td>7/15/13</td>
<td>1st Year</td>
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<td></td>
</tr>
<tr>
<td>27</td>
<td>Everitt, David</td>
<td>Instructor, Physics</td>
<td>1.0</td>
<td>8/16/13</td>
<td>1st Year</td>
<td>Contract for 2nd Year Probationary</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Fara, Nicholas</td>
<td>Instructor, Automotive Technology</td>
<td>1.0</td>
<td>8/16/13</td>
<td>1st Year</td>
<td>Contract for 2nd Year Probationary</td>
<td></td>
</tr>
</tbody>
</table>
## 1. APPROVAL OF CONTINUED EMPLOYMENT OF ACADEMIC CONTRACT FACULTY (continued)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>Discipline</th>
<th>FTE</th>
<th>Date of Hire</th>
<th>Contract Year</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Frye, Sarah</td>
<td>Librarian</td>
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<tr>
<td>30</td>
<td>Patterson, David</td>
<td>Librarian</td>
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<tr>
<td>31</td>
<td>Acredolo, Kristin</td>
<td>Instructor, Court Reporting</td>
<td>Court Reporting</td>
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<td>1/10/14</td>
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<td>Contract for 1st Year Probationary</td>
</tr>
<tr>
<td>32</td>
<td>Cheney, Paul</td>
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<td>1.0</td>
<td>1/10/14</td>
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<tr>
<td>33</td>
<td>Chia, Mia</td>
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<td></td>
<td>1.0</td>
<td>1/10/14</td>
<td>1st Year</td>
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<tr>
<td>34</td>
<td>Gonzalez, Marco</td>
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<tr>
<td>35</td>
<td>McCoy, Robert</td>
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<tr>
<td>36</td>
<td>Purcell, Shawn</td>
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<tr>
<td>37</td>
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<td>38</td>
<td>Sharp, Leah</td>
<td>Instructor, Physics</td>
<td></td>
<td>1.0</td>
<td>1/10/14</td>
<td>1st Year</td>
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<tr>
<td></td>
<td></td>
<td><strong>Child Development Program Faculty</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>39</td>
<td>Moraca, Lori</td>
<td>Child Development, Site Supervisor</td>
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<td>1.0</td>
<td>8/16/13</td>
<td>1st Year</td>
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</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. California Education Code Section 87607 provides that before a decision is made relative to the continued employment of academic contract employee, the following requirements shall be satisfied:
   1. The employee shall be evaluated.
   2. The Governing Board has received statements of said evaluation.
   3. The Governing Board has received recommendations of the President in a lawful meeting of the Board.

Items: 1-38: The evaluations for listed faculty have been received and are satisfactory.

Item 1: Child Development Program Faculty- The evaluation for the listed faculty member has been received and is satisfactory.
To: Board of Trustees  
From: Superintendent/President  
Subject: Classified Administrators and Management Personnel Recommendations

Reason for Board Consideration: Enclosure(s):

CONSENT APPROVAL

BACKGROUND:

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

1. Appointment/Terms For Continued Employment of Classified Administrators and Management Personnel.

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

RECOMMENDATION:

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
To: Board of Trustees                      Date: March 11, 2014
From: Superintendent/President            Item: # C.11.F.
Subject: Educational Administrators and Management Personnel Appointments

Reason for Board Consideration: CONSENT APPROVAL
Enclosure(s): Salary and Appointment Conditions for Educational Administrators

BACKGROUND:

Appointment / terms and conditions of employment for Educational Administrators, per Education Code.

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

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Educational Administrators Appointments.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. **Appointment of Educational Management Personnel**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
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<th>Appt. Type</th>
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<td>Educational Administrator</td>
<td>TBD-6/30/14</td>
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</table>

**BACKGROUND INFORMATION:**

1. Appointment of Director of Library Services, name to be announced.
Marin Community College District

SCHEDULE OF SALARY AND CONDITIONS FOR MANAGEMENT PERSONNEL

I. SALARY SCHEDULE

<table>
<thead>
<tr>
<th>RANGE</th>
<th>LONGEVITY INCREMENTS</th>
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</thead>
<tbody>
<tr>
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<td>1</td>
</tr>
<tr>
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<tr>
<td></td>
<td>$6,617.00</td>
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<tr>
<td>2</td>
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<td>$88,359.00</td>
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<td>5</td>
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<td></td>
<td>$94,164.00</td>
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<tr>
<td>6</td>
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<tr>
<td>7</td>
<td>$11,812.58</td>
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<tr>
<td></td>
<td>$141,751.00</td>
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</tbody>
</table>

II. CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Retirement Benefit Program

1. Eligibility

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

2. Employment of Retirees

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

3. Program Participation

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

4. Benefits

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

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

III. PLACEMENT OF MANAGEMENT POSITIONS ON THE MANAGEMENT SALARY SCHEDULE

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>POSITIONS DESIGNATED TO LEVELS</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Vice President</td>
</tr>
<tr>
<td>6</td>
<td>Assistant Vice President</td>
</tr>
<tr>
<td></td>
<td>Director of Modernization</td>
</tr>
<tr>
<td></td>
<td>Chief Information Officer</td>
</tr>
<tr>
<td></td>
<td>Director of Information Technology</td>
</tr>
<tr>
<td></td>
<td>Executive Dean of Indian Valley Campus, Workforce and Economic Development</td>
</tr>
<tr>
<td></td>
<td>Executive Director of Communications, Community Relations and Advancement</td>
</tr>
<tr>
<td></td>
<td>Executive Director, Human Resources and Labor Relations</td>
</tr>
<tr>
<td>5</td>
<td>Dean of Arts and Humanities</td>
</tr>
<tr>
<td></td>
<td>Dean of Enrollment Services</td>
</tr>
<tr>
<td></td>
<td>Dean of Math, Sciences, and Learning Technology</td>
</tr>
<tr>
<td></td>
<td>Director of Planning Research and Institutional Effectiveness</td>
</tr>
<tr>
<td></td>
<td>Dean of Student Success</td>
</tr>
<tr>
<td>4</td>
<td>Director of Facilities Planning, Maintenance and Operations</td>
</tr>
<tr>
<td></td>
<td>Director of Financial Aid and Career Services</td>
</tr>
<tr>
<td></td>
<td>Director of Fiscal Services</td>
</tr>
<tr>
<td></td>
<td>Director of Nursing</td>
</tr>
<tr>
<td></td>
<td>Director of Library Services</td>
</tr>
<tr>
<td>3</td>
<td>Director of Physical Education and Athletics</td>
</tr>
<tr>
<td></td>
<td>Director of Student Affairs and Health Center</td>
</tr>
<tr>
<td></td>
<td>Director of Community Education, Lifelong Learning and International Education</td>
</tr>
<tr>
<td>2</td>
<td>Chief of Police/Director of Safety</td>
</tr>
<tr>
<td>1</td>
<td>Director of Academic Services and Articulation</td>
</tr>
<tr>
<td></td>
<td>Director of Child Development Program</td>
</tr>
</tbody>
</table>
§ 72411. Term of employment; notice of non-reemployment; reemployment on failure to give timely notice.

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

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

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

(d) Subdivisions (b) and (c) do not apply to any administrator who holds a position that is funded for less than a college year, is assigned to an acting position whose continuing right to hold the position depends on being selected for the position on a regular basis, is terminated pursuant to Section 87743, 80017 or 88127, or is dismissed for cause.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: March 11, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item and File No.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td>C.11.G.</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>CONSENT APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
</tbody>
</table>

**BACKGROUND**

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

*Non-Instructional Positions*

1. **LAB TECH – IT** - Assists Classified Staff:
   - With new Computer Deployment
   - Number of Positions: 1
   - Position Dates: 02/2014 – 04/2014
   - Hourly Rate: $19.79

2. **DEPT. AID IV – JOB PLACEMENT AND HOUSING CENTER** - Assist Classified Staff:
   - In the marketing process in preparation for the Annual Healthcare/Dental Career Fair 2014.
   - Number of Positions: 1
   - Position Dates: 03/12/2014 – 04/30/2014
   - Hourly Rate: $12.50

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

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

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources & Labor Relations
# BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
</tr>
<tr>
<td>Date:</td>
<td>March 18, 2014</td>
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<tr>
<td>Item &amp; File No.:</td>
<td>C.11.H.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Consent Approval</td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>List of Equipment</td>
</tr>
</tbody>
</table>

## BACKGROUND:

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

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

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees declare the items described on the attached surplus and that no single item or item lot is valued at $5,000 or more and further authorize the District to dispose of the equipment, pursuant to Education Code Section 81452(c), as the District feels is appropriate.
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<th>Department</th>
<th>Quantity</th>
<th>Description</th>
<th>Inventory#</th>
<th>Age</th>
<th>Condition</th>
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</thead>
<tbody>
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<td>Fine Arts</td>
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<td>PC Computer</td>
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<td>10 years</td>
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To: Board of Trustees

From: Superintendent/President

Subject: A.A. and A.S. Degree Revisions

Reason for Board Consideration:

<table>
<thead>
<tr>
<th>Item &amp; File No.</th>
<th>C.11.I.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enclosure(s):</td>
<td>CONSENT APPROVAL</td>
</tr>
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</table>

**BACKGROUND:**

The following revisions to the A.A. and A.S. Degrees are recommended by the appropriate academic departments, the Curriculum Committee, and the Interim Vice-President of Student Learning:

**A.A. and A.S. Degree Revisions: (Effective date: Fall 2014)**

1. **Associate in Arts: Art**
   - Revise course list to include new course families.

2. **Associate in Arts: Kinesiology and Health**
   - Revise course list to include new courses including KIN 215; classes in Dance now accepted for physical activity requirement.

3. **Associate in Science: Architecture**
   - Revised requirements to align credit load with other AS degrees.

4. **Associate in Science: Computer Information Systems**
   - Update course lists to include new courses.

5. **Associate in Science: Early Childhood Education, Occupational**
   - Update course titles for recent revisions to ECE 114, 205 and 208.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the proposed revisions to the A.A. and A.S. Degrees.

Administrator Initiating Item:

Cari Torres, Interim Vice-President of Student Learning
To: Board of Trustees
From: Superintendent/President
Subject: Certificate of Achievement Revisions

Reason for Board Consideration: CONSENT APPROVAL

BACKGROUND:

The revised Certificates of Achievement are recommended by the appropriate academic departments, the Curriculum Committee, and the Interim Vice-President of Student Learning:

Certificate of Achievement Revisions: (Effective date: Fall 2014)

1. Computer Information Systems
   - Restructuring curriculum to improve student success in obtaining certificate.

2. Early Childhood Education
   - Update revised course titles for ECE 114 and 208.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the revised Certificates of Achievement.

Administrator Initiating Item:

Cari Torres, Interim Vice-President of Student Learning
BACKGROUND:
The following Skills Certificates revisions and new Skills Certificate are recommended by the appropriate academic departments, the Curriculum Committee, and the Interim Vice-President of Student Learning:

Skills Certificate Revisions: (Effective date: Fall 2014)

1. Administrative Assistant, Business Office Systems
   - Revision to reflect new BOS curriculum.

2. Microsoft Office Database Specialist, Computer Information Systems
   - Revise to reflect revised curriculum.

2. Microsoft Office Specialist, Computer Information Systems
   - Revise to reflect revised curriculum.

4. Personal Fitness Trainer, Kinesiology
   - Revise to add KIN 215, Advanced First Aid.

New Skills Certificate: (Effective date: Fall 2014)

1. Management and Supervision, Business
   - Adding new certificate to reflect revised curriculum.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the Skills Certificate Revisions and new Skills Certificate.

Administrator Initiating Item: Cari Torres, Interim Vice-President of Student Learning
**BACKGROUND:**
Courses are developed by faculty at the discipline level. Course additions are proposed by departments to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board Policy 2.0001 and 2.0001 DP.1.

The following course additions are recommended by appropriate academic departments, the Curriculum Committee, and the Interim Vice President of Student Learning.

*Unless otherwise noted, all course additions are effective Fall 2014.*

**CREDIT COURSES:**

<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRT</td>
<td>101A Basic Sheet Metal Operations for Auto Collision Repair</td>
</tr>
<tr>
<td>ACRT</td>
<td>102A Introduction to Auto Collision Repair</td>
</tr>
<tr>
<td>ACRT</td>
<td>103A Non-Structural Analysis and Damage Repair</td>
</tr>
<tr>
<td>ACRT</td>
<td>104A Structural Analysis and Damage Repair</td>
</tr>
<tr>
<td>ACRT</td>
<td>105A Advanced Structural Analysis and Damage Repair</td>
</tr>
<tr>
<td>ACRT</td>
<td>106A Metal Fabrication</td>
</tr>
<tr>
<td>ACRT</td>
<td>107A MIG Welding for Auto Collision Repair</td>
</tr>
<tr>
<td>ACRT</td>
<td>161A Automotive Dent and Damage Repair Workshop</td>
</tr>
</tbody>
</table>
March 11, 2014 Board Meeting  
Credit Course Additions  
Page 2  

AUTO 114A Automotive Basic Fuel Systems  
AUTO 116A Automotive Electrical Systems  
AUTO 118A Brakes, Alignment and Suspension  
AUTO 215A Vehicle Service  
AUTO 228A Automotive Computer Controls  
AUTO 229A Automotive Systems and ASE Preparation  
AUTO 230A Alternative Fuel Vehicles  
AUTO 233A Manual Drive Trains and Axles  
AUTO 244A Smog Check Inspector Levels 1 & 2 Training  
AUTO 250A Automotive Service Excellence (ASE) Certification Exam Preparation  
DANC 103 History of Musical Theatre  
DRAM 103 History of Musical Theatre  
ELND 116F California Native Plant Identification, Selection and Propagation (Fall)  
ELND 116S California Native Plant Identification, Selection and Propagation (Spr.)  
MACH 130A Welding  
MACH 131A Welding II  
MACH 230A Advanced Welding  
MMST 200A Authoring: Portfolio Development  
MMST 200D Design: Portfolio Development  
MMST 200E Entertainment: Portfolio Development  
MMST 210A Advanced Project: Authoring  
MMST 210D Advanced Project: Design  
MMST 210E Advanced Project: Entertainment  
MUS 103 History of Musical Theatre  
MUS 108 Introduction to World Music  
MUS 109 Music in Society  
MUS 273 Piano V  
MUS 274 Piano VI  
PHIL 118 Aesthetics  

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

Administrator Initiating Item:  
Cari Torres, Interim Vice President of Student Learning
BACKGROUND:
Revised courses are developed by faculty at the discipline level. Revisions are proposed by departments to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board Policy 2.0001 and 2.0001 DP.1.

The following course revisions are recommended by appropriate academic departments, the Curriculum Committee, and the Interim Vice President of Student Learning.

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

*All revisions are effective Fall 2014.*

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRT 160A</td>
<td>Automotive Painting and Refinishing Repair Workshop</td>
<td>Revise CC, DESC.</td>
</tr>
<tr>
<td>ANTH 101</td>
<td>Introduction to Physical/Biological Anthropology</td>
<td>Revise CC, CT, SLO, MOE, MOI to include online instruction; T/R.</td>
</tr>
<tr>
<td>ANTH 102</td>
<td>Introduction to Cultural Anthropology</td>
<td>Revise CC, CT, SLO, MOE, T/R.</td>
</tr>
<tr>
<td>ANTH 103</td>
<td>Globalization and Peoples and Cultures of the World</td>
<td>Revise CC, CT, SLO, MOE, T/R.</td>
</tr>
<tr>
<td>ANTH 110</td>
<td>Introduction to Archaeology and Prehistory</td>
<td>Revise CC, CT, SLO, MOE, T/R.</td>
</tr>
<tr>
<td>ANTH 208</td>
<td>Magic, Folklore and Healing</td>
<td>Revise CC, CT, SLO, MOE, T/R.</td>
</tr>
<tr>
<td>ARCH 100</td>
<td>History of Architecture I</td>
<td>Revise CT, SLO, MOE, T/R.</td>
</tr>
<tr>
<td>ARCH 101</td>
<td>History of Architecture II</td>
<td>Revise CT, SLO, MOE, T/R.</td>
</tr>
</tbody>
</table>
ARCH 102
History of Architecture III
Revise CT, SLO, MOE, T/R.

ARCH 110
Beginning Architectural Design
Revise DESC, CC, CT, SLO, MOE, T/R.

ARCH 111
Intermediate Architectural Design
Revise CT, SLO, MOE, T/R.

ARCH 120
Beginning Architectural Drawing
Change title from “Beginning Architectural Drafting”; revise DESC, CC, CT, SLO, MOE, MOI, T/R.

ARCH 121
Intermediate Architectural Drawing
Change title from “Intermediate Architectural Drafting”; revise DESC, CC, CT, MOE, MOI, T/R.

ARCH 130
Introduction to Architecture and Environmental Design
Revise CC, CT, SLO, T/R.

ARCH 140
Digital Tools for Architectural Design
Change title from “2-D Computer Graphics for Architecture”; change ARCH 120 from advisory to prerequisite; add ARCH 110 or 130 as advisory; revise DESC, CC, CT, SLO, MOE, MOI, T/R.

ARCH 141
Computer Drawing for Architecture and Construction
Change title from “3-D Computer Graphics for Architecture”; change prerequisite from ARCH 140 to ARCH 120; add advisory of ARCH 110; revise DESC, CC, CT, SLO, MOE, MOI, T/R.

ART 193
Beginning Digital Photography
Change from 6 lab hours to 3 lecture/3 lab; revise DESC, CC, CT, SLO, MOE, MOI, T/R.

ART 200
Portfolio Development
Change from 3 lecture hours to 2 lecture/3 lab; TU from 3.00 to 4.15; add $10 materials fee; revise DESC, CC, T/R.

BIOL 120
Human Anatomy
Revise CC, SLO, T/R.

BIOL 165L
Introduction to Insect Biodiversity Laboratory
Raise materials fee from $35 to $45; enrollment maximum from 28 to 24; revise T/R.
BIOL 169A
Introduction to Ornithology A
Revise DESC, CC, SLO, MOI, T/R.

CIS 137
Advanced Database Design
Remove advisory of CIS 127; revise DESC.

DENT 172
Dental Science I
Combine lecture and lab into one class; lecture hours from 4 to 2.5; add 1.5 lab hours; student units from 4 to 3; TU from 4 to 3.55; revise DESC, T/R.

DENT 174
Dental Materials
Combine lecture and lab into one class; lecture hours from 2 to 5; add 2.1 lab hours; student units from 2 to 3; TU from 2 to 4.1; remove ENGL 92 prerequisite; revise DESC, T/R.

DENT 176
Dental Morphology, Histology and Recordings
Combine lecture and lab into one class; add 3 lab hours; student units from 2 to 3; TU from 2 to 4.1; change prerequisite from ENGL 98-eligible to ENGL 120-eligible; revise DESC, T/R.

DENT 178
Dental Science II
Change ENGL 98-eligibility from advisory to prerequisite; revise DESC, T/R.

DENT 180
Chairside I
Combine lecture and lab into one class; add 3 lab hours; student units from 2 to 3; TU from 2 to 4.1; change prerequisite from ENGL 98-eligible to ENGL 120-eligible; revise DESC, T/R.

DENT 182
Dental Radiology
Combine lecture and lab into one class; change lecture hours from 2 to 3; add 3 lab hours; student units from 1 to 3; TU from 2 to 5.1; remove ENGL 92 prerequisite; revise DESC, T/R.

DENT 183
Advanced Dental Procedures
Combine lecture and lab into one class; add 1.5 lab hours; student units from 1 to 1.5; TU from 1 to 2.05; materials fee from $50 to $75; revise DESC, T/R.
DENT 184
Chairside Procedures II
Combine lecture and lab into one class; add 3 lab hours; student units from 4 to 5; TU from 4 to 6.1; add materials fee of $60; add prerequisite of DENT 176; revise DESC, T/R.

DENT 186
Clinical Dental Radiology
Combine lecture and lab into one class; add .5 lab hour; student units from 1 to 1.5; TU from 1 to 5.2; change prerequisite from DENT 186 to DENT 182; revise DESC, T/R.

DENT 187
Clinical/Technique Practicum
Revise DESC.

DENT 188
Chairside Clinical Operative Procedures
Change from 1 lecture/15 lab hours to 16 lecture/10.5 lab hours; student units from 1 to 6; TU from 6 to 11.5; revise DESC, T/R.

DENT 190
Dental Practice Management and Economics
Combine lecture and lab into one class; add 3 lab hours; student units from 1 to 2; TU from 1 to 3.1; add prerequisite of ENGL 120-eligibility; delete advisory of ENGL 98-eligibility; revise DESC, T/R.

DENT 192
Clinical Applications in Dental Offices
4-week class; change from 4 lecture/24 lab hours total to 26 lab hours total; student units from 2.25 to 2; TU from 4.45 to 4.25; delete advisory of ENGL 98-eligibility; revise DESC.

DENT 192A
Pit and Fissure Sealants
Combine lecture and lab into one class; add 1.5 lab hours; student units from .5 to 1; TU from 1 to 4.7; change corequisite to DENT 192; delete advisory of ENGL 98-eligibility; revise DESC.

ETST 121
History of Latinos in the United States
Revise SLO, MOE, MOI, T/R.

GEOG 116
Field Geography, Marin County
6-week course; change hours from 2.5 lecture/2.5 lab to 3 lecture/4 lab; student units from 1 to 1.5; repeats from 3 to 0; revise DESC, SLO, T/R.
HIST 100
Major Trends and Selected Topics in American History    Revise DESC, CC, CT, SLO, MOE, MOI to include online instruction, T/R.

HIST 103
Science, Technology and Civilization    Revise SLO, T/R.

HIST 211
Women in American History and Politics    Revise CT, SLO, MOE, T/R.

MMST 112
Design I: Fundamentals    Revise DESC, CC, SLO, T/R.

MMST 193
Design IV: Advanced Layout Projects    Change title from “Print and Packaging Design”; revise DESC, CC, CT, SLO, T/R.

MUS 171
Piano I    Revise DESC, CT, SLO.

MUS 172
Piano II    Revise DESC, CT, SLO.

MUS 271
Piano III    Revise DESC, CT, SLO, T/R.

MUS 272
Piano IV    Revise DESC, CT, SLO, T/R.

MUS 279
Strings IV    Change from 3 repeats to none.

POLs 211
Women in American History and Politics    Revise CT, SLO, MOE, T/R.

SSC 115
Leadership and Governance    Revise MOE, MOI, T/R.

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

Administrator Initiating Item:
Cari Torres, Interim Vice President of Student Learning
BACKGROUND:

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

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

CREDIT COURSE DELETIONS

All course deletions are effective Fall 2014:

<table>
<thead>
<tr>
<th>Code</th>
<th>Title</th>
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<tbody>
<tr>
<td>AUTO</td>
<td>115</td>
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<tr>
<td>SPAN</td>
<td>140</td>
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<tr>
<td>SPAN</td>
<td>228A</td>
</tr>
<tr>
<td>SPAN</td>
<td>228B</td>
</tr>
<tr>
<td>SPAN</td>
<td>235</td>
</tr>
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</table>

RECOMMENDATION:

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

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

**To:** Board of Trustees  
**From:** Superintendent/President  
**Subject:** Measure C Contracts  
**Reason for Board Consideration:** 

**CONSENT APPROVAL**  
**Enclosure(s):** none

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

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Project Description</th>
<th>Original $</th>
<th>No. of Changes</th>
<th>This Change</th>
<th>Total Changes</th>
<th>Total Contract to Date</th>
<th>Contingency</th>
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</thead>
<tbody>
<tr>
<td>Construction Contracts – Ratification</td>
<td>PE Track Renovation (308G) ADA Upgrades (309A)</td>
<td>$11,536.00</td>
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<td></td>
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<tr>
<td>B. Cantarutti Electric</td>
<td>General Operating Costs (850B)</td>
<td>$959.50</td>
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<td>NorCal Moving Services</td>
<td>Fine Arts Weatherization (306D)</td>
<td>$198,000.00</td>
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<tr>
<td>ED2 International</td>
<td>District Civil Engineer (803A)</td>
<td>$436,067.00</td>
<td>49</td>
<td>$62,156.00</td>
<td>1,799,403.00</td>
<td>2,235,470.00</td>
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<tr>
<td>CSW/Stuber-Stroeh</td>
<td>PE Complex Portables (850F)</td>
<td>$419,650.00</td>
<td>5</td>
<td>$20,000.00</td>
<td>76,433.00</td>
<td>496,083.00</td>
<td></td>
</tr>
</tbody>
</table>

*Note: TLCD Amendment 8 approved at 2/18/2014 Board, written as Amendment 9.

**FISCAL IMPACT:**
These contract changes will be paid from Measure C bond funds.

**RECOMMENDATION:**
The Superintendent/President recommends that the Board approve or ratify the above-listed change orders and amendments.
WHEREAS, American women of every race, class and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

WHEREAS, American women have played and continue to play a critical economical, cultural, political and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

WHEREAS, American women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force of the Nation;

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation;

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which have created a more fair and just society for all; and

WHEREAS, the role of American women in history has been and is dynamic, inspiring and transformational, College of Marin continues its commitment to teaching and studying this important topic for the benefit of current students and future generations.

NOW, THEREFORE BE IT RESOLVED, the Marin Community College District supports the observance of March as “Women’s History Month” and celebrates local, state, and national women and the aspiring women students and staff of College of Marin who actualize their dreams and hopes for the future.

BE IT FURTHER RESOLVED, that this resolution be made part of the Official Minutes of this meeting and of the permanent files of the District.
PASSED AND ADOPTED this 11th day of March, 2014, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF MARIN  
)

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

___________________________________________
David Wain Coon, Ed.D.
Secretary to Board of Trustees
To:      Board of Trustees  Date:   March 11, 2014
From:   Superintendent/President Item & File No.  C.12.B.
Subject:  Resolution to Compensate Trustee Kranenburg for Excused Absence

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

BACKGROUND:

Trustee Philip Kranenburg was absent from the May 21, 2013 Board meeting due to illness. Board Policy 2725, Board Member Compensation, states that a member of the Board of Trustees may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the District, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

Compensation will not be awarded for absence during the Budget Meeting at which the Annual Budget is approved.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustee approve the attached Resolution to provide compensation to Trustee Kranenburg for his absence from the May 21, 2013 Regular Board meeting.

Administrator Initiating Item
David Wain Coon, Ed.D., Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT

RESOLUTION #2014-6

COMPENSATION OF EXCUSED ABSENCE OF BOARD MEMBER

WHEREAS, the Board of Trustees of the Marin Community College District finds that the absence of Trustee Philip Kranenburg from the meeting of May 21, 2013 falls within the parameters of Board Policy 2725;

THEREFORE BE IT RESOLVED, that the Board of Trustees of the Marin Community College District determines that Trustee Philip Kranenburg shall receive compensation for the May 21, 2013 Regular Board meeting.

BE IT FURTHER RESOLVED, that this Resolution be made part of the official records of the meeting and the permanent records of the District.

PASSED AND ADOPTED this 11th day of March, 2014, by the Board of Trustees of the Marin Community College District by the following vote:

AYES:

NOTES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA  )
   )
COUNTY OF MARIN   )

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

____________________________________
David Wain Coon, Ed.D.
Secretary to the Board of Trustees
BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>March 11, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.C.</td>
</tr>
<tr>
<td>Subject:</td>
<td>ACADEMIC CALENDAR 2014-2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Academic Calendar: 2014-2015</td>
</tr>
</tbody>
</table>

BACKGROUND:

Attached for the Board’s information is a revised *Academic Calendar* for 2014-2015 reflecting one revision: the summer school calendar now indicates *Summer School 2015* in the heading.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees adopt the *Academic Calendar* for 2014-2015 as revised.

Administrator Initiating Item

Cari Torres, Interim Vice President of Student Learning
# 2014-2015 Academic Calendar FINAL Approved by UPM and District on 1.7.14

**SUMMER SCHOOL 2015**

<table>
<thead>
<tr>
<th></th>
<th>JUNE</th>
<th>JULY</th>
</tr>
</thead>
<tbody>
<tr>
<td>S M T W T F S</td>
<td>S M T W T F S</td>
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</tr>
<tr>
<td>31</td>
<td>1</td>
<td>2</td>
</tr>
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<td>8</td>
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<tr>
<td>16</td>
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<td>18</td>
</tr>
<tr>
<td>24</td>
<td>25</td>
<td>26</td>
</tr>
</tbody>
</table>

**LEGEND**

- **Flex Activity (mandatory and independent)**
- **Instructional days**
- **Holidays**
- **Non-instructional days (campus open)**
- **Instructional Saturdays**
- **Final exam days**

**2014**

<table>
<thead>
<tr>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
<th>DECEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>29</td>
<td>30</td>
<td>1</td>
<td>2</td>
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</table>

**2015**

<table>
<thead>
<tr>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

**SUMMER SCHOOL**

<table>
<thead>
<tr>
<th></th>
<th>10 Weekday Instructional Days</th>
<th>4 Saturday Classes</th>
<th>1 Holiday (Labor Day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>5 Flex Days</td>
<td>21 Weekday Instructional Days</td>
<td>23 Weekday Instructional Days</td>
</tr>
<tr>
<td>2015</td>
<td>9 Weekday Instructional Days</td>
<td>3 Saturday Classes</td>
<td>5 Flex Days</td>
</tr>
</tbody>
</table>

**2014-2015 Academic Calendar**

- **6/15 - First Day of Summer School**
- **7/3 - Independence Day Holiday**
- **7/23 - Last Day of Summer School**

### Academic Calendar Breakdown

<table>
<thead>
<tr>
<th></th>
<th>Instructional Week Days</th>
<th>Final Days</th>
<th>Flex Days</th>
<th>Total Days</th>
<th>Saturdays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall</td>
<td>76</td>
<td>6</td>
<td>5</td>
<td>87</td>
<td>15</td>
</tr>
<tr>
<td>Spring</td>
<td>78</td>
<td>6</td>
<td>4</td>
<td>88</td>
<td>15</td>
</tr>
<tr>
<td>Total</td>
<td>154</td>
<td>12</td>
<td>9</td>
<td>175</td>
<td>30</td>
</tr>
</tbody>
</table>
BACKGROUND:

Health benefit costs have become an increasingly critical issue for both the college and our employees. In an attempt to control our costs, it is important that the College take a more proactive approach managing our costs and educating our employees about the college’s health benefit programs and the options available for controlling costs. In consideration of this fact, the College solicited Requests for Proposals (RFPs) for Health Benefit Consultants and received proposals from Barney & Barney, Alliant Insurance Services, Inc., NFP/DA Financial, and Keenan & Associates, Mercer. A staff committee made up of representatives from the management, supervisor/confidential, CSEA, SEIU units and the departments of Human Resources and Fiscal Services reviewed the four proposals and interviewed each firm. Through this process the committee determined that the proposal from Alliant Insurances Services, Inc. most closely matched the requirements of the College.

Alliant Insurance Services, Inc., is the recognized leader in the public agency arena, with over 130 individuals dedicated to our public agency practice in California. Their extensive public entity client base keeps them focused on the issues that are unique to their core clientele. Their experience in leveraging their size and expertise in the market niche has helped our public sector clients realize cost reductions with greater long-term stability.

Alliant Insurance Services, Inc. takes a proactive approach in working with their clients. This allows us to identify trends—both industry-wide and within the District’s individual programs—and provide you with tools to successfully navigate through the ever-changing healthcare environment.

In consideration of providing the college a full-line of broker and benefit consultant services, Alliant Insurance Services, Inc. has proposed an annual flat fee not to exceed $83,000.

RECOMMENDATION:

The President/Superintendent recommends the Board of Trustees approve the agreement with Alliant Insurance Services, Inc. for health benefit broker services.
AGREEMENT FOR CONSULTING SERVICES

This Agreement (“Agreement”), made this 11th day of March, 2014, by and between the Marin Community College District, a political subdivision of the State of California (“District”) and Alliant Insurance Services, Inc. a duly qualified consultant in the area(s) of Employee Benefits (“Consultant”).

District and Consultant hereby agree as follows:

1. **Scope of Services:**

   Consultant agrees to provide services to District as set forth in Attachment A.

2. **Contract Documents:**

   The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. **Compensation:**

   As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Attachment B.

4. **Term of Agreement:**

   The term of this Agreement shall be from _____________, 2014, to December ____, 2017, inclusive, subject to the provisions of Section 11 of the General Provisions. The term may be extended for up to two (2) additional one-year terms.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District: _____________________________  Consultant: _____________________________

s/_____________________________     s/_____________________________

Greg Nelson                        Thomas S. Sher
Interim Vice President of College Operations  Sr. Vice President

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.
GENERAL PROVISIONS

1. **Consultant’s Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by District shall not operate as a waiver or release.

2. **Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.

3. **Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.

4. **Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

5. **Nondiscrimination:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

6. **Transfer of Rights:** Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.
7. **Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

8. **Indemnification:**

   (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

   (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. **Insurance:** With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

   (a) **Required/Not Required:** Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District.”

   (b) **Required/Not Required:** Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant’s liability, and personal injury liability.

   (c) **Required/Not Required:** Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

   (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

      (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

(e) **Required/Not Required:** Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than $1,000,000 combined single limit for each occurrence endorsed with the following specific language: “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.”

(f) **Documentation:** The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverage, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon District’s written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District’s request.

(g) **Policy Obligations:** Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. **Method and Place of Giving Notice, Submitting Bills and Making Payments:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:
11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Security. (K-12 districts only) By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the Consultant and Consultant’s employees will have limited contact with pupils. In making this determination, the District will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant’s employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant’s employees will be working, and whether the Consultant and Consultant’s employees will be alone or with others. The District further reserves the right to determine, on a case-by-
case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant’s employees:

______ are subject to the fingerprinting requirements of Education Code sections 45125.1 and Paragraph (b) below, is applicable.

______ are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

(b) If the District has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant’s employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the Governing Board of the District that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

(c) Even if the District has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant’s employees on a school site: (1) Consultant and Consultant’s employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant’s employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant’s employees shall not change locations without contacting the school office; (4) Consultant and Consultant’s employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant’s employees find themselves alone with a student, Consultant and Consultant’s employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. **Due Performance:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
14. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. **Dispute Resolution:** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. **Choice of Law and Venue:** This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.

17. **Merger:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. **Assignment/Delegation:** Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. **No Third-Party Beneficiaries:** There are no intended third-party beneficiaries to this Agreement.

20. **No Waiver of Breach:** The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. **Force Majeure:** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. **Severability:** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

23. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
24. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. **Authorization:** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

26. **Attachments:** The following Attachments, attached hereto, are incorporated herein by reference:

   Attachment A – Scope of Services

   Attachment B – Compensation
Attachment A

SCOPE OF SERVICES

Consultant shall provide a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the District’s employee insurance benefits. The services and systems support shall include, but not be limited to, the items listed in Section 4 of the Bid Specifications, at pages 4 to 7, to District’s Bid Proposal #13-0916 for Employee Benefits Insurance Broker and Consulting Services, and Consultant’s Response.

The following Services shall be completed according to the following schedule except as otherwise mutually agreed in writing by the parties.

<table>
<thead>
<tr>
<th>Service</th>
<th>Date for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outline of Strategic Plan</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Strategic Plan (3 to 5 years)</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Six (6) Month Calendar of Events</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Meet with Employee Benefits Advisory Group (6 x by June 30, 2014)</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Develop Benefits Administration Platform</td>
<td>Marketing is in progress and will be completed by July 1, 2014</td>
</tr>
<tr>
<td>Evaluate and Provide Report on Provider Networks for all Benefits with Comparison to other Colleges and Similar Organizations</td>
<td>Benchmarking report can be completed by a date to be mutually agreed upon</td>
</tr>
<tr>
<td>Provide Communication and Benefit Strategy for Print, Online, Mobile, and Interactive Applications for all Employee Groups</td>
<td>Alliant will work with the District to develop and implement this strategy for July 1, 2014 effective date</td>
</tr>
<tr>
<td>Provide Legislative and Compliance Reviews for Affordable Care Act (“ACA”)</td>
<td>Ongoing Compliance Support throughout the year</td>
</tr>
<tr>
<td>Conduct ACA Compliance Audit and Recommendations to Ensure District Compliance, including Proposed Policy and Procedure Changes</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Prepare Proposed Long Term Goals for Years 2 and 3</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Develop and Implement Wellness Program</td>
<td>Per mutual agreement</td>
</tr>
<tr>
<td>Prepare three (3) to five (5) year Benefit Strategy</td>
<td>Per mutual agreement (see above)</td>
</tr>
<tr>
<td>Review and Recommend Third Party Administrator for Employee Benefit Support</td>
<td>Per mutual agreement (see above)</td>
</tr>
</tbody>
</table>
**Project Staffing:** All staff assigned to District’s account shall be subject to District’s reasonable approval. At District’s request Consultant shall assign a qualified person to serve in place of any “key individual” identified in the Bid Response or in place of any other individual assigned to the District’s account.
Attachment B

COMPENSATION

Subject to the District’s rights under the Guaranty set forth below, District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

Seventy-eight thousand dollars ($78,000) per year payable in quarterly installments, less commissions earned. On May 1, August 1, November 1, and February 1, Consultant shall submit an invoice to District for the preceding quarter. The invoice shall include an accounting of and deduction for all commissions earned in the preceding quarter. Commissions include amounts to be determined from District Carriers (as yet unknown).

1. Transparency and Disclosure. During the time of this AGREEMENT, ALLIANT will annually disclose any COMMISSIONS received by ALLIANT in connection with any insurance placements on behalf of CLIENT under the ALLIANT’S “Transparency and Disclosure” policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Alliant’s conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant’s clients.

2. Other Alliant Services.

   (a) Alliant Specialty Insurance Services (“ASIS”). In addition to the COMPENSATION that ALLIANT receives, its related entity, Alliant Specialty Insurance Services (“ASIS”) may receive compensation from ALLIANT and/or a carrier for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. CLIENT further acknowledges that ALLIANT and ASIS maintain an arm’s length relationship. CLIENT understands that while ALLIANT represents CLIENT as an individual entity, ASIS independently administers its program as a whole and not on behalf of any particular member.

   (b) Alliant Business Services (“ABS”); Strategic HR. Additionally, the related entities of Alliant Business Services (ABS) and/or Strategic HR may receive compensation from ALLIANT and/or a carrier for providing designated, value-added services. Services contracted for by the CLIENT directly will be invoiced accordingly. Otherwise, services will be provided at the expense of ALLIANT and/or the carrier.

Guaranty____________________
Supplement to Attachment A - Scope of Services

Broker agrees to provide consulting and insurance brokerage services for the District's current and future employee benefits; including group medical (includes prescription coverage), dental, vision, life, accidental death and dismemberment, short- and long-term disability, and an employee assistance program (EAP).

Broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the District's employee insurance benefits, including, but not limited to the following:

1. Solicit insurance plans within the parameters set by the District. Prepare bid specifications and solicit proposals from insurance markets specializing in group plans as needed.
2. Evaluate bids and bidders, including claim payment procedures, abilities, experience and history, review established policies and financial soundness, and identify the most cost beneficial package among the various bidders.
3. Assist in the negotiations with providers on issues, including those related to premium benefit level, plan design and special terms and conditions. Provide reports as requested.
4. Recommend the best insurance products and services for MCCD employees within financial constraints.
5. Provide professional, customary insurance consulting services in the management of medical, dental, vision, life and disability insurance plans.
6. Work with third-party administrators for ancillary program such as flexible spending accounts.
7. Assist the District in complying with new and current laws and regulations related to employee benefits.
8. Review, analyze and recommend plan designs and solutions that address cost efficiency by using approaches such as vendor management, plan management and individual health management.
9. Review, analyze and respond to renewal plan documents to verify validity of data used by vendors and challenge renewal rates if necessary.
10. Review, analyze and present periodic vendor reports to the MCCD and explain trends, reserves and premium ratios prior to annual renewal of plans.
11. Provide side by side comparisons of current and proposed plans to simplify analysis and decision making.
12. Present and explain renewal plan documents and other health insurance trends and surveys to various groups including the Employee Benefits Advisory Group, the District Board and labor unions.
13. Provide direct assistance to the MCCD staff to resolve issues between the District and vendors.
15. Support and assist in the Open Enrollment process as required.
16. Assist in the preparation of employee booklets, forms and other announcement materials necessary to provide proper communication for participants of the plan.
March 12, 2014

Thomas Sher  
Senior Vice President  
Alliant Insurance Services, Inc.  
100 Pine St. Floor 12  
San Francisco, CA 94111

RE: Appointment of Broker of Record

Dear Tom:

This letter confirms that effective immediately the Marin Community College District appoints Alliant Insurance Services, Inc. as our exclusive Broker of Record with respect to all of our employee benefit insurance programs. We request that this Broker of Record change be effective on [DATE].

This appointment rescinds all previous appointments and the authority contained herein shall remain in-force until cancelled in writing.

This letter also constitutes authority for Alliant to obtain all information as it pertains to our insurance contracts noted above. This includes but is not limited to rates, utilization data, contracts and other information required in connection with employee group health insurance programs to which this letter applies. Please provide all requested materials and information to Alliant immediately.

Sincerely,

Greg Nelson  
Interim Vice President of Finance and College Operations
To: Board of Trustees                      Date: March 11, 2014
From: Superintendent/President          Item & File No. C.12.E.
Subject: Contract Approval with U.S. Bank for Debit Card Refunds

Reason for Board Consideration:

APPROVAL

Enclosure(s):

Agreement

BACKGROUND:

On November 8, 2013 the District issues a Request for Proposals (RFP) to outsource District intervention in the Title 4 Federally funded financial aid refunds, tuition refunds, and other student refund process, to enhance financial services to students. Proposals were received from two vendors, U.S. Bank and Higher One, Inc. A staff committee made up of representatives from Student Services, Fiscal Services, and the Student Trustee reviewed the proposals and interviewed each firm. Through this process the committee determined that the proposal from U.S. Bank most closely matched the requirements of the District.

RECOMMENDATION:

The President/Superintendent recommends the Board of Trustees approve the agreement with U.S. Bank for Debit Card Refunds.

Administrator Initiating Item

Greg Nelson, Interim Vice President of College Operations
MARIN COMMUNITY COLLEGE  
CARD AND BANKING SERVICES AGREEMENT  

This Card and Banking Services Agreement (“Agreement”) is entered into effective March 11, 2014, by and between MARIN COMMUNITY COLLEGE, Kentfield, CA (“College”) and U.S. BANK NATIONAL ASSOCIATION (“Bank”).

Recitals

WHEREAS, College wishes to issue to requesting students (“Users”) a prepaid card (“Card”); and

WHEREAS, College desires to include Banking Services (as defined below) as a part of the function of Card; and

WHEREAS, Bank is in the business of offering financial services including, but not limited to, Banking Services; and

WHEREAS, College and Bank wish to provide services to Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, College and Bank agree as follows.

1. Banking Services. Bank will, during the term of this Agreement, be the exclusive provider of Banking Services. “Banking Services” means prepaid card accounts eligible for receiving Title IV disbursements and corresponding automated teller machine (“ATM”) services, as described in this Agreement.

1.1 Transactions.

1.1.1 Standard Card. Bank will provide prepaid card accounts at Bank to Users who request such a Card to receive Title IV disbursements, which will permit PIN-Based and signature-based debit purchases and ATM transactions. Such prepaid card account will have either a multiple load-source capability or a single load-source capability. Users who, through procedures described in Exhibit B, do not qualify for a multiple load-source prepaid card account will be provided a single load-source prepaid card account. Users who qualify for a multiple load-source prepaid card account will be given the option at activation of choosing between a multiple load-source prepaid card account and a single load-source prepaid card account.

1.1.2 Card Issuance and Activation. All Users who request a Card to receive Title IV disbursements will be issued a Card via mail delivery by Bank to the address provided. All Cards will be identical and will have prepaid card account functionality.

1.1.3 Card. Bank agrees to implement a MasterCard Card issuance program for College subject to the terms and conditions described in this Agreement, on a mutually agreed upon timeline. The MasterCard-branded Card program will permit ATM transactions and PIN-based and signature-based point of sale (“POS”) debit transactions.

1.2 Account Features. Bank will offer Banking Services associated with prepaid card account products with benefits and may be amended from time-to-time. Bank may make changes to these account features as it sees fit. Additionally, all Bank-branded ATM’s on College campus will be free of transaction charges to Cards throughout the term of this Agreement and any renewal periods.
1.3 Eligibility. User eligibility for Cards will be at the sole discretion of College, but a User’s eligibility for multiple load-source prepaid card account shall be at the sole discretion of Bank.

2. Automated Teller Machines. College and Bank anticipate placing at least two ATMs on College’s campuses (at least one on each of the two campuses). The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and College. This Agreement is contingent on execution of a mutually agreeable ATM Contract. In the event an ATM Contract is not executed within 30 days of this Agreement, or in the event ATM Contract is terminated, Bank has the right to terminate this Agreement upon ten days’ advance written notice to College.

3. Technical Specifications. College and Bank agree to the following terms related to the technical specifications and functionality required of Cards.

3.1 Card Issuance and Maintenance. Bank will be responsible for Card issuance and maintenance in accordance with the terms of this Agreement.

4. Lost, Stolen, and Canceled Cards. College shall use reasonable efforts to advise Users to report a lost or stolen Card to Bank, but is in no way responsible for a User’s failure to notify Bank. Notice to Bank should be made by the User in accordance with the applicable cardholder agreement, or by such other notification procedure as may be set forth by Bank from time to time.

5. Marketing.

5.1 Solicitation. Bank may solicit new Card accounts. Bank may prepare text acceptable to College for miscellaneous marketing materials relating to Banking Services for distribution to Users. College will acknowledge approval of text in writing. Bank may continue to work with College to develop marketing and educational materials to expand User awareness and understanding of Banking Services. No marketing or educational materials may be distributed at College without College’s prior review and written approval.

5.2 Events. College will provide Bank with exclusive access (no other entity at such activities, events or locations shall market consumer banking account services at such activities, events or locations) to, and presence at, significant on-campus activities, events and promotional locations to advance the opening of new Card accounts at no additional cost to Bank including but not limited to the following:

- New Student Orientation
- International Student Orientation
- Study Abroad Seminars
- Carding Events
- New Employee Orientations

Participation in such events may include, but not be limited to, the following:

- Distribution of Letters and Account Information prior to the event
- Presentations to Students and/or Parents

Notwithstanding the foregoing, nothing in this Section 5.2 shall obligate Bank to participate in or maintain a presence at such activities, events or locations.

5.3 Signage. Subject to College’s prior written approval, Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable
size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause to be fixed to any College property signage of any kind without the prior written approval of College.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and “banner” signage and advertising on the campus, and shall be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. College, without cost or expense to College, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank’s sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing contained herein shall be construed as a requirement that College surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank’s exterior signs.

5.4 Promotional Information. College shall facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Except as provided herein, neither College nor Bank will share any User information as part of this Agreement. Notwithstanding the foregoing, College shall provide Bank with graduation lists and corresponding contact information for Bank marketing purposes.

5.5 Prior Approval. College shall not distribute any materials using Bank’s name or relating to Banking Services without receiving prior approval from Bank.

6. Allowance Schedule.

6.1 Allowance Schedule. Bank shall pay to College allowance amounts as described in Exhibit A (“Allowance Schedule”) attached to this Agreement.

6.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to College, nor shall College be required to provide any student information records to Bank, for purposes of calculating payments under Exhibit A.

7. Term and Termination. This Agreement will remain in effect for an initial term beginning on the date of this Agreement and ending on the date that is five years after the date of first Card issuance (“Term”). After completion of the initial Term, this Agreement will automatically renew in subsequent one-year terms until Bank or College notifies the other party in writing their desire to terminate the Agreement. Written notification of termination must be received thirty (30) days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

7.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party shall provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 7.2 regarding immediate termination for cause.

7.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due.

7.3 Termination; Effect on Users. College and Bank agree that each User who has a Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to Sections 7.1 or 7.2 above, or upon Users leaving College, each User shall remain a customer of Bank unless such User chooses to terminate his
or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. College reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through College by any party.

7.4 Survival. The rights and responsibilities of each party as embodied in Section 9 (“Indemnification; Losses”) regarding indemnification, and Section 12.9 (“Confidential Information”) regarding the use and preservation of confidential information will survive the termination of this Agreement.

8.0 Representations and Warranties. Each party represents and warrants as follows:

8.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

8.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

8.3 College Authority. College has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

8.4 No Other Agreements. College warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank. This includes, but is not limited to, student refund disbursement products that attempts to acquire student bank accounts and/or provide connectivity to College’s campus ID card.

8.5 No Linkage. THE SERVICES PROVIDED BY BANK TO COLLEGE IN THIS AGREEMENT ARE NOT IN ANY WAY LINKED TO OR CONTINGENT ON COLLEGE SELECTING BANK ON COLLEGE’S PRIVATE PREFERRED LENDER LIST(S) OR IN RETURN FOR PRIVATE LOAN VOLUME OR APPLICATIONS.

9. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

9.1 Bank Indemnification of College. Bank will defend, hold harmless, and indemnify College from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, which College may suffer or incur by reason of Bank’s negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event College seeks indemnification from Bank, College will provide notice to Bank of the events leading to the claim as soon as known to College and College will allow Bank to control the defense of such claims in return for Bank’s indemnification.

9.2 College Indemnification of Bank. College shall be responsible for damages that result from its employees, agents and representatives due to the neglect or wrongful acts or omissions during the performance of duties agreed to herein. By so agreeing, College is not waiving any of the protection afforded College as a public body of the State of California. Bank acknowledges that Users are not by definition employees, agents or officers of College and College assumes no liability for the individual acts of Users.

10. License. Both College and Bank may, at their sole cost and expense, advertise the existence and location of Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. College and Bank grant to each other a non-exclusive, royalty-free license to use the others’
registered and common law trademarks in advertisements promoting ATMs and Cards pursuant to this Agreement. Nothing herein shall give to College and Bank any right, title or interest in the others’ trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party shall be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, College expressly consents to the use of its trademark logo on certain materials in connection with this Agreement, and such consent survives the termination of this Agreement and Users’ affiliation with College.

11. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid, return receipt requested.

College: Marin Community College

Greg Nelson
Interim Vice President of College Operations
835 College Ave.
Kentfield, CA 94904

Bank: U.S. Bank
Campus Banking
Attn.: Whitney Bright – Senior Vice President
100 Ungerboeck Park
O’Fallon, MO 63368

12. Miscellaneous.

12.1 Third Party Servicing Agreements. Bank hereby agrees to: (i) comply with all statutory provisions of or applicable to Title IV of the HEA and all regulations thereunder and all special arrangements, agreements, limitations suspensions and terminations entered into under such authorities, including the requirement to use any funds that College administers and interest or other earnings thereon solely for the purposes specified in and in accordance with such program; and (ii) refer to the Office of Inspector General of the U.S. Department of Education for investigation any information indicating there is reasonable cause to believe that the College might have engaged in fraud or other criminal misconduct in connection with the College’s administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in criminal misconduct in connection with his or her application; (iii) if Bank or the College terminates this Agreement, or if Bank stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition in bankruptcy, then return to College all records in its possession pertaining to College’s participation in the program or programs for which services are no longer provided, and return Title IV and HEA program funds received from or on behalf of College or College’s students for programs for which services are no longer provided; and (iv) be jointly and severally liable with College to the Secretary of the U.S. Department of Education for any violation by Bank of any statutory provisions of or applicable to Title IV of the HEA and all regulations thereunder and all special arrangements, agreement or limitation entered into under such authorities.
12.2 **Choice of Law.** This Agreement and its interpretation shall be governed by the laws of the State of California. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of California.

12.3 **No Waiver.** The delay or failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

12.4 **Severability.** If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

12.5 **Entire Agreement; Amendment.** This Agreement and any attachments hereto constitute the entire agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for information purposes and do not constitute a part of the Agreement.

12.6 **Assignment.** Neither party shall assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party; provided, that Bank shall have the right, without College’s consent, to transfer or assign this Agreement to any parent, subsidiary or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

12.7 **Power and Authority.** The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

12.8 **Force Majeure.** Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

12.9 **Confidential Information.** This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and College each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

12.10 **Compliance.** The parties shall comply with all applicable laws.

(signature page follows.)
IN WITNESS HEREOF, the parties have executed this Agreement, effective as of the date first above written, by and through their duly authorized officers.

MARIN COMMUNITY COLLEGE

Sig: ___________________________________________________________________
By: Greg Nelson
    Interim Vice President of College
Title: Operations
Date: ___________________________________________________________________

U.S. BANK NATIONAL ASSOCIATION

Sig: ___________________________________________________________________
By: Whitney Bright
    Senior Vice President, Campus Banking
Title: ___________________________________________________________________
Date: ___________________________________________________________________
Exhibit A

Allowance Schedule

Financial Support Soft Dollars
During the term of the Agreement, Bank will dedicate ‘soft dollars’ to the Card program – monies spent by Bank toward the increased support and marketing of the program. The sum of our ‘soft dollars’ is $10,000 for the first year, and then $5,000 per year during years two (2) through five (5) of the Agreement. To the extent such money is used to reimburse College for particular expenses, such reimbursement shall occur on terms and on a schedule set by Bank in its sole discretion.
Exhibit B

Card Terms and Conditions

1. **Intellectual Property.** Bank grants a limited license to College to use Card solely for purposes contemplated by this Agreement and consistent with Bank's instructions.

2. **Training.** Training shall be provided to all College employees who will have direct contact with the Card program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by College personnel who have the requisite training and authority to administer the training.

3. **Operating Procedures.** College will comply with the Card enrollment process as defined by Bank. At the time of each Card enrollment, College will provide Bank with the User enrollment information required by Bank. College will comply with instructions and guidance from Bank. College also agrees to perform a due diligence review of the competency and reliability, including character and integrity, of each employee it assigns to this project prior to granting any access to program information or materials. College will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the Card.

Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays, or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the Card. Each party agrees to cooperate with each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

4. **Confidentiality.** All current, applicable terms and agreements related to confidentiality and nondisclosure agreements apply to the development and implementation of the Card. Without limiting the applicability or obligations of any such terms and agreements, College specifically agrees to execute a master nondisclosure agreement related to this program.

6. **Suspension and Cancellation.** Bank reserves the right to temporarily or permanently suspend the banking functionality of the Card in the event Bank determines, in its sole discretion, that the Card has created unforeseen risk, the Card is being administered through an unstable operating environment, or the Card is subject to any other circumstances that creates unwarranted risk or potential reputational damage to Bank. Without limiting the generality of the foregoing, to the extent possible, Bank may, in its sole discretion, undertake periodic reviews of Users and their prepaid card accounts to manage risks associated with fraudulent Card use and other prepaid card account activity that has the potential of exposing Bank to financial loss or regulatory risk; Bank reserves the right to take any necessary actions, including account closure and/or Card deactivation, to stop such activity on such accounts.

7. **Bank’s Responsibilities and Rights.** Without limiting the foregoing, Bank shall have full responsibility for, and shall control all policies, activities and decisions with respect to all Cards and prepaid card accounts. College shall not be liable for fraudulent activities on the part of Users, except where such activity is due to negligence or willful misconduct by College agents or employees. College shall, in a timely manner, refer to Bank any and all inquiries regarding any banking aspect of a Card and any other inquiries regarding any other aspect of Bank’s Card operations.

8. **Default and Remedies.** These terms represent obligations and responsibilities that are material to the success of the Card program. Therefore, any violation of these obligations and responsibilities will constitute an event of
default under this Agreement and give rise to the remedies set forth therein or otherwise allowed by law. Bank’s remedies shall include, without limitation, the right to cease Card operations.

9. **Preservation of Agreement.** Except where specifically contradicted by the terms of this Exhibit B with respect to the Card, all terms of the Agreement remain in full force and effect.

10. **Attachments A through C.** These Card Terms and Conditions include Attachments A through C, attached to this Exhibit B and incorporated herein by this reference.
Attachment A

ID Card Services

Cards will be designed according to MasterCard and Bank standards with input from the College. The Cards must comply with all applicable network requirements, including display of the Bank branding logo on the front of the Card.

Card account will be structured to qualify for FDIC pass through insurance.

Bank shall provide User access to Bank’s terms and conditions prior to requesting the Card. Once issued, the User will activate the Card through a process prescribed by Bank.

All Users will qualify for the basic single load-source prepaid card account that can be funded by the College through deposits of financial aid refunds, or any other deposit from the College, to the extent agreed to by Bank. By providing optional information such as social security number and driver’s license number, the User may qualify for an upgraded multiple load-source prepaid card account, which can be funded by the College, a parent, cash, and direct deposit through off-campus employers.

In the event of a lost or stolen Card, Bank will issue a new Card.

College shall timely report known cases of fraud in a form and manner acceptable to Bank.
Attachment B

Prerequisites for the Card

College hereby agrees to and will comply with each of the following prerequisites for a Card program.

**Cards**

1. All Cards issued by College will contain the U.S. Bank and MasterCard logos and will have the ability to act as a debit card for the applicable prepaid card account.
2. Card design will use a template designed according to Bank and MasterCard branding standards, with input from College. Only one MasterCard debit card design can be used per school for the Card program.
3. Bank will produce Card packaging and terms and conditions/disclosures in such amount as required for the program, as predetermined by Bank in its sole discretion. All such materials will bear a design created by Bank and are subject to modification in the Bank’s sole discretion.
4. Bank shall charge Users certain fees as set forth in the Card packaging materials. U.S. Bank reserves the right to change the fees charged to Users as permitted by applicable law.
5. Cards shall be subject to a per load maximum limitation of $10,000.
6. Bank will block or limit such MCC codes or transaction types in Bank’s sole discretion after consultation with College.

**Security**

1. College must be compliant with the PCI (Payment Card Industry) Data Security Standards described in ATTACHMENT C and must submit to regular audits.

**Settlement**

1. College shall settle funds loaded by it onto Cards by a good funds method acceptable to Bank.
Attachment C

College Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into effective as of 1st day of August, 2013, by and between U.S. Bank National Association, its affiliates, subsidiaries and assigns, with its principal place of business at 800 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Bank") and Marin Community College, operating at 835 College Ave., Kentfield, CA 94904 and 1800 Ignacio Blvd., Novato, CA 94949 (“College”).

WHEREAS, Bank and College contemplate exchanging certain information in order to facilitate provision of certain services to College (the “Purpose”); and

WHEREAS, Bank is legally obligated to maintain the confidential nature of certain types of information, which may include the information that Bank will provide to College, or College’s agents and representatives;

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information. College and Bank acknowledge that each party (as a “Recipient”) may have access to and each party (as an “Owner”) may provide to the other party, information that the respective party regards as confidential or otherwise of a proprietary nature.

1.1. Definition of Confidential Information. Each party (as “Recipient”) may have access to and each party (as “Owner”) may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, proprietary or technical nature and, with respect to Bank, information related to Bank’s consumer customers. Confidential Information includes, but is not limited to, the following, whether now in existence or hereafter created:

(A) Any information of or about Bank’s consumer customers of any nature whatsoever, and specifically including without limitation, the fact that someone is a customer or prospective customer of Bank, all lists of customers, former customers, applicants and prospective customers and all personal or financial information relating to and identified with such persons (“Customer Information”);

(B) All information marked as "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable judgment, recognize as confidential; and

(C) All information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how,” trade secrets, and any other intellectual property rights of the Owner or Owner’s licensors; and

(D) All business, financial or technical information of the Owner (including, but not limited to account numbers, and software licensed from third parties or owned by the Owner or its affiliates); and

(E) The Owner’s marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials;
(F) Information with respect to Owner’s employees which is non-public, confidential, business related, or proprietary in nature, including, without limitation, names of employees, the employees’ positions within the company, the fact that they are employees, contact information for employees, personal employee identification numbers, and any other information released to the Recipient regarding employees in the past and in the future; and

(G) All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect "Confidential Information".

1.2. **Essential Obligation.**

(A) Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient must protect the Owner’s Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature.

(B) Because Bank is a federally-regulated financial institution that must comply with the safeguards for Customer Information contained in the Gramm-Leach-Bliley Act (“GLBA”) and regulations promulgated pursuant to GLBA, College must establish, as an entity that maintains, processes, or otherwise is permitted access to Bank’s customer information, appropriate measures designed to safeguard Customer Information. Specifically, College must establish and maintain data security policies and procedures designed to ensure the following:

1. Security and confidentiality of Customer(s) information; and
2. Protection against anticipated threats or hazards to the security or integrity of Customer(s) information; and
3. Protection against the unauthorized access or use of Customer(s) information; and
4. College agrees to permit Bank to audit College’s compliance with this Section during regular business hours upon reasonable prior written notice to College and to provide to Bank copies of audits and system test results acquired by College in relation to the systems used to deliver services to Bank or Customer(s) under this Agreement.

1.3. **Compelled Disclosure.** If Recipient is required by a court or governmental agency having proper jurisdiction or by a valid open records law request, if applicable, to disclose any Confidential Information, Recipient shall promptly provide to the Owner notice of such request so that the Owner may seek an appropriate protection order or, in the case of an open records law request, an opportunity to properly redact or limit such disclosure.

2. **Limited Use of Confidential Information and Survival of Obligations.**

2.1. Recipient may use the Confidential Information only as necessary for Recipient’s performance hereunder or pursuant to rights granted herein and for no other use. Recipient’s limited right to use the Confidential Information shall expire upon expiration or termination of this Agreement for any reason.

2.2. Recipient’s obligations of Confidentiality and non-disclosure shall survive beyond Recipient’s limited right to use the Confidential Information and shall survive termination or expiration for any reason of this Agreement.
2.3. Recipient must develop and maintain appropriate security measures for the proper disposal and 
destruction of Confidential Information. Upon expiration of Recipient’s limited right to use the 
Confidential Information, Recipient shall return all physical embodiments thereof to Owner or, with 
Owner’s permission, Recipient may destroy the Confidential Information. Recipient shall provide 
written certification to Owner that Recipient has returned, or destroyed, all such Confidential 
Information in Recipient’s possession.

3. **Disclosure to Third Parties.** Subject to any applicable open records law, if disclosure of 
Confidential Information to third parties is required or allowed under this Agreement, Recipient 
shall ensure that such third parties will have express obligations of confidentiality and non-
disclosure, substantially similar to Recipient’s obligations hereunder. Liability for damages due to 
disclosure of the Confidential Information by any such third parties shall be with Recipient.

4. **Remedies.** If Recipient or any of its representatives or agents breach the covenants set forth in 
this Agreement irreparable injury may result to the Owner or third parties entrusting Confidential 
Information to the Owner. Therefore, the Owner’s remedies at law may be inadequate and the 
Owner shall be entitled to an injunction to restrain any continuing breach. Notwithstanding any 
limitation on Recipient’s liability, the Owner shall further be entitled any other rights and remedies 
that it may have at law or in equity.

5. **Intrusion/Disclosures.** If there is any actual or suspected theft of, accidental disclosure of, loss 
of, or inability to account for any Confidential Information by a Recipient or its sub-contractors 
(collectively “Disclosure”) and/or any unauthorized intrusions into Recipient's or any of its 
subcontractor’s facilities or secure systems, (collectively “Intrusion”), Recipient must immediately 
i) notify Owner of the Intrusion, ii) estimate the Disclosure’s and/or Intrusion’s effect on Owner, 
iii) specify the corrective action to be taken, and iv) investigate and determine if an Intrusion 
and/or Disclosure has occurred. If, based upon the investigation, Recipient determines that there 
has been an actual Disclosure and/or Intrusion, Recipient must promptly notify Owner and 
investigate the scope of the Disclosure and/or Intrusion, and must promptly take corrective action 
to prevent further Disclosure and/or Intrusion, and must, as soon as is reasonably practicable, make 
a report to Owner including details of the Disclosure (including Customer(s)’ identities and the 
nature of the information disclosed) and/or Intrusion and the corrective action Recipient has taken 
to prevent further Disclosure and/or Intrusion. Recipient must, in the case of a Disclosure, 
cooperate fully with Owner to notify Owner’s Customer(s) as to the fact of and the circumstances 
of the Disclosure of the Customer’s particular information. Additionally, Recipient must cooperate 
fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction 
and authority for investigating a Disclosure and/or any known or suspected criminal activity.

6. **PCI Data Security Standard Requirements.**

6.1. For purposes of this subsection, the term “Cardholder Data” refers to the cardholder’s account 
number assigned by the card issuer that identifies the cardholder’s account or other cardholder 
personal information.

(A) College shall at all times comply with the Payment Card Industry Data Security Standard 
Requirements (“PCI Data Security Standard Requirements”) for cardholder data, as they 
may be amended from time to time. The current PCI Data Security Standard Requirements 
are available on the following internet website: [www.mastercard.com/sdp](http://www.mastercard.com/sdp). College’s failure 
to comply with PCI Data Security Standard Requirements may result in fines and penalties 
and College will be responsible for the payment of any such fines and penalties.
(B) Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law.

(C) If there is a breach or intrusion of, or otherwise unauthorized access to Cardholder Data stored at or for College, College shall immediately notify Bank, in the manner required by the PCI Data Security Standard Requirements, and provide Bank and the acquiring financial institution and their respective designees access to College’s facilities and all pertinent records to conduct an audit of College’s compliance with the PCI Data Security Standard Requirements. College shall fully cooperate with any audits of their facilities and records provided for in this paragraph.

(D) College shall maintain appropriate business continuity procedures and systems to ensure availability and security of cardholder data (if applicable) in the event of a disruption, disaster or failure of College’s primary data systems.

6.2. College’s and its successors’ and assigns’, compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement.

6.3. Breaches of the PCI Data Security Standard Requirements may result in an interruption of card production until a reliable remedy is in place. In all manners of dispute a review and consideration of facts will take place within 10 business days of a significant event.

6.4. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.

7. Term. The term of this Confidentiality Agreement (“Term”) will extend two (2) years past the term of the Card and Banking Services Agreement executed between the parties on ________________.

8. GENERAL

8.1. Compliance with Applicable Law. Each party warrants and represents that it is, and shall remain, in compliance with all applicable local, state, and federal laws and regulations. Violation of applicable laws or regulations by a party shall constitute a material breach of this Agreement.

8.2. Governing Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of California.

8.3. Use of Name. Each party agrees not to refer to the other party directly or indirectly in any promotion or advertisement, metatag, any news release or release to any general or trade publication or any other media without the prior written consent of the party whose use of name is sought, which consent may be withheld at that party’s sole and complete discretion.

8.4. Assignment. Neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Provided, however, that no such written consent shall be required in case of assignment to a surviving or successor entity in connection with the sale of substantially all of a party’s stock or assets. An attempted assignment not in compliance with this paragraph shall be null and void.
8.5. **Modifications.** This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by a duly authorized representative of both parties, or, at least, by an authorized representative of the party to be charged.

8.6. **Waiver.** No waiver of any provision or of any right or remedy hereunder shall be effective unless in writing and signed by both party's authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.

8.7. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the severed provision or by its severance from this Agreement.

8.8. **Relationship of the Parties.** No joint venture, partnership, agency, employment relationship or other joint enterprise is contemplated by this Agreement. No employee or representative of College shall be considered an employee of Bank. In making and performing this Agreement, the parties shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party. This Agreement does not obligate the parties to enter into any future agreement or relationship.

8.9. **Entire Agreement.** This Confidentiality Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements relating thereto, written or oral, between the parties.

8.10. **Notices.** Any notice permitted or required by this Agreement must be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

   **If to Bank:**
   U.S. Bank National Association  
   EP MN BB3/Contract Services  
   2 Meridian Crossing  
   Richfield, MN  55423

   **If to College:**
   College Operations  
   College of Marin  
   1800 Ignacio Blvd.  
   Novato, CA  94949
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

U.S. Bank National Association

______________________________
Signature

______________________________
By:  Name

______________________________
Its:  Title

______________________________
Date

Marin Community College

______________________________
Signature

______________________________
By:  Name

______________________________
Its:  Title

______________________________
Date
FIRST ADDENDUM TO CARD AND BANKING SERVICES AGREEMENT

This First Addendum to Card and Banking Services Agreement (this “Addendum”) dated this 11th day of March, 2014, by and between, U.S. Bank National Association (“Bank”) and Marin Community College, Kentfield, CA (“College”). This Addendum shall supplement and be a part of the Card and Banking Services Agreement dated March 11, 2014 (the “Agreement”).

WHEREAS, College wishes to participate in a program involving the distribution of Title IV excess student loan funds (“Title IV Disbursements”) to College’s students (“Students”) and perform related services.

WHEREAS, the parties wish to addend the Agreement to include Bank services relating to Title IV Disbursements in accordance with this addendum.

NOW THEREFORE, in consideration of the foregoing, the covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

   (a) “Refund Disbursement Portal” means a secure website provided by Bank to enable Students to (through a secure sign-on procedure; at Bank’s election and with consent from College, Bank may enable Student access with College-managed login credentials or a Bank-managed authentication process) make selections (processed daily) and obtain real-time information regarding their Title IV Disbursements.

   (b) Other capitalized terms in this Addendum shall have the meanings set forth in the Agreement. For avoidance of doubt, “Banking Services”, as defined in the Agreement, shall include, without limitation, the services contemplated by this Addendum.

2. Obligations.

   (a) **Student Profiles.** Bank and College shall establish a secure, automated data exchange process for College to upload to Bank Student-profiles acceptable to Bank for the purposes of populating the Refund Disbursement Portal. Updates to Student-profiles will be imported by College not less than daily. College hereby covenants that all information so imported by College shall be true and accurate.

   (b) **Refund Disbursement Portal.** Bank shall maintain the Refund Disbursement Portal for Students to be able to make Title IV Disbursement-method selections (ACH, Card deposit or paper check (at the option of College, the paper check method may be default-only)) and obtain real-time information regarding their Title IV Disbursements. The Refund Disbursement Portal may be customized to a limited extent with the colors and header graphics of College. Students will have access to the Refund Disbursement Portal to modify selections (processed daily) at any time (within Bank’s limitations around disbursement process timing).

   (c) **Title IV Disbursements.** With each College disbursement cycle (but no more frequently than a frequency mutually agreed upon between Bank and College), College will securely transmit, in a form and through a process acceptable to Bank, a file of Students’ Title IV Disbursements information to Bank, broken out by Student and corresponding Title IV
Disbursement amount. With each corresponding file, College shall deposit into a Bank-owned account (held for the benefit of College) the aggregate amount of Title IV Disbursements contemplated by such file. No later than the date(s) required under applicable law, Bank will initiate the Title IV Disbursements per the file-instructions and the Students’ Title IV Disbursements-method selections in the Refund Disbursement Portal. Notwithstanding the foregoing, in the event of any Title IV Disbursement issues, discrepancies and/or exceptions, such items shall be jointly handled by Bank and College in a commercially reasonable way and in compliance with all applicable law.

(d) Reporting; Information. In compliance with applicable law and Bank’s privacy policy, Bank will establish a secure information exchange for College to access data relating to the Title IV Disbursements, including certain Student-specific disbursement information and check aging reports.

3. Compliance.

Without limiting the generality of any language in the Agreement, the parties hereby agree to comply with all applicable laws, rules and regulations in connection with this Addendum, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) the Department of Education; and (iii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act.

4. Pricing.

$3.25 for each Title IV Disbursement made by paper check.
$1.25 for each Title IV Disbursement made by ACH.
$0.00 for each Title IV Disbursement made by Card deposit.

These fees shall be paid by College to Bank on an invoice basis. The frequency of such invoices, the corresponding payment due dates and the required payment method(s) shall be within the reasonable discretion of Bank.

5. Term and Termination.

The term of this Addendum is the same as the term of the Agreement.

6. Conflict & Applicable Terms.

All general terms and conditions of the Agreement shall apply to this Addendum. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. Except as provided herein all other terms and conditions of the Agreement shall remain in full force and effect.

(the signature page follows.)
IN WITNESS WHEREOF, by the signatures of their duly authorized representatives below, College and Bank, intending to be legally bound, agree to all of the provisions of this Addendum.

MARIN COMMUNITY COLLEGE

Sig:

By:

Title:

Date:

U.S. BANK NATIONAL ASSOCIATION

Sig:

By: Whitney Bright

Title: Senior Vice President, Campus Banking

Date:
BACKGROUND:

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

<table>
<thead>
<tr>
<th>Donor</th>
<th>Gift</th>
<th>Receiving Department</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen White</td>
<td>Used Flash Writer shorthand machine</td>
<td>Court Reporting</td>
<td>$750</td>
</tr>
<tr>
<td>Stephen J. Schmid</td>
<td>35mm camera, 5 lenses, 3 rolls of film, 1 battery</td>
<td>Fine Arts Department</td>
<td>$500</td>
</tr>
<tr>
<td>Khalil and Alice Hakim</td>
<td>5 bags of musical scores</td>
<td>Music Department</td>
<td>$300</td>
</tr>
<tr>
<td>Helen Konowitz</td>
<td>14 musical scores</td>
<td>Music Department</td>
<td>$40</td>
</tr>
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</table>

RECOMMENDATION:

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

From: Superintendent/President

Subject: ADA Upgrades KTD (309A)
Approve Authorization to Bid and Pre- Authorization to Award a Construction Contract

Reason for Board Consideration:

**ACTION APPROVAL** None

**BACKGROUND:**

On January 21, 2014, the Board of Trustees approved the latest revision to the Bond Spending Plan approving the supplemental budget for the ADA Upgrades KTD (309A).

The project scope includes ADA barrier removal and associated fire alarm upgrades to the Learning Resources Center (LRC), Fusselman Hall (FH), and the Student Services building (SS) on the Kentfield Campus. The scope also includes targeted hazardous materials removal with associated interior scope work; and exterior modifications to existing handrails, ramps and new ramp structures on central campus adjacent to the LRC, FH and SS buildings.

Approval from DSA is expected and the project is ready for bidding. At this time the Board of Trustees is asked to authorize bidding and pre-authorize award of a construction contract to the lowest responsive responsible bidder following the five (5) business day bid protest period or upon successful resolution of any bid protests.

**FISCAL IMPACT:**

The construction cost estimate for this project is $1,782,206. The contract will be paid from bond funds budgeted for the KTD ADA Upgrades project (309A).

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve authorization to bid and pre approve authorization to award the construction contract for the ADA Upgrades KTD project (309A) to the lowest responsive responsible bidder subject to successful completion of the five (5) business day bid protest period.
# BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>March 11, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.H.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Final Action on Superintendent/President's Recommendation re: Expulsion of Student – I.D. # M00014820</td>
<td>Reason for Board Consideration:</td>
<td>ACTION</td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td></td>
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</table>

## BACKGROUND:

In the closed session preceding this meeting, the Board of Trustees reviewed materials and recommendations from staff related to a complaint against a student and related student disciplinary proceedings.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees expel Student I.D. # M00014820 for violation of the Student Code of Conduct and misconduct set forth in the Notice of Recommended Disciplinary Action – Expulsion dated January 16, 2014.

Administrator Initiating Item

David Wain Coon, Ed.D, Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: March 11, 2014
Item & File No.: C.13.
Subject: First Reading of Revised Board Policy

Reason for Board Consideration: 

INFORMATION

Enclosure(s):

BP 4070 Auditing

BACKGROUND:

The District continues to revise and modify its Board Policies and Administrative Procedures to meet changes in law, the needs of the District and accreditation requirements.

The revisions to Board Policy 4070, Auditing, now allow students to audit courses. The policy was crafted by the Academic Senate, with the assistance of the Dean of Enrollment Services and has been vetted through the Vice President of Student Learning, the Vice President of Student Services and the Superintendent/President. The proposed revision has also been provided to the Board Policy and Procedure Task Force and College Council for information. Board Policy 4070 Administrative Procedure Auditing is also presented at this meeting as information and has been reviewed using the same process.

Revisions will then be reviewed as information items at College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Board Policy 4070, Auditing, is presented for the first reading and discussion and will be brought back for approval by the Board of Trustees at the April 15, 2014 Board meeting.

Administrator Initiating Item

David Wain Coon, Ed.D., Superintendent/President
BP 4070 AUDITING

Reference:
Education Code Section 76370

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

Date Adopted: October 19, 2010

NOTE: Language from SRJC. Proposed by Academic Senate with review/crafting with Diane Traversi. Approved by J Eldridge and Cari Torres
DATE: February 27, 2014

TO: California Community College Trustees
    California Community College District Chancellors/Superintendents

FROM: Judy Centlivre, Executive Assistant

SUBJECT: CCCT BOARD ELECTION — 2014

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) three-year vacancies on the board and one (1) one-year vacancy.

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

The fourteen trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State’s random drawing order of February 3, 2014. An official ballot for the election is also enclosed in this mailing to each community college district governing board office, as well as copies of the statement of candidacy and biographic sketch form of each of the candidates.

Please remember that: 1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures. Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the League office, with a USPS postmarked no later than April 25. Faxed ballots will not be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president and the results announced at the CCCT Annual Conference, May 1-2 in Newport Beach.

If you have any questions on the CCCT board election, please call the League office at (916) 444-8641.

Attachments:
List of Candidates
CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
    Official Ballot and Return Envelope
    Candidates’ Biographic Sketches and Statements
CCCT 2014 BOARD
OFFICIAL BALLOT

Vote for no more than eight (8) by checking the boxes next to the names.

**NOMINATED CANDIDATES**
List order based on Secretary of State's February 3, 2014 random drawing.

- Richard Watters, Ohlone CCD
- *Paul Gomez, Chaffey CCD
- Adrienne Grey, West Valley-Mission CCD
- Jeffrey Lease, San Jose-Evergreen CCD
- Brent Hastey, Yuba CCD
- Pam Haynes, Los Rios CCD
- Nathan Miller, Riverside CCD
- *Jim Moreno, Coast CCD
- Donna Ziel, Cabrillo CCD
- Lorrie A. Denson, Victor Valley CCD
- Stephen P. Blum, Ventura CCD
- *Laura Casas, Foothill-DeAnza CCD
- *Stephan Castellanos, San Joaquin Delta CCD
- *Nancy C. Chadwick, Palomar CCD

**WRITE-IN CANDIDATES**
Type each qualified trustee's name and district on the lines provided below.

* Incumbent

**Board Secretary and Board President or Board Vice President must sign below:**
This ballot reflects the action of the board of trustees cast in accordance with local board policy.

__________________________
Secretary of the Board

__________________________
President or Vice President of the Board
# BOARD AGENDA ITEM

**To:** Board of Trustees  
**Date:** March 11, 2014  

**From:** Superintendent/President  
**Item & File No.:** C.16.A.  

**Subject:** Warrants, Budget Transfers, and Contracts and Agreement for Services for Month of February 2014  

**Reason for Board Consideration:**  

**Enclosure(s):**

### INFORMATION

**BACKGROUND:**

The deadline for the publication March 11, 2014 Board of Trustees meeting materials coincides with the month-end closure in the Fiscal Services Department. Therefore consent items: Warrants and Budget Transfers and information item: Contracts and Agreements for Services for the month of February 2014 will appear for approval and information, respectively, in the April 2014 Board Packet.

**Administrator Initiating Item**

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Greg Nelson, Interim Vice President of Finance and College Operations</th>
</tr>
</thead>
</table>
Marin Community College District
Measure C Bond Modernization Program

Modernization Director's Report to Board of Trustees
March 11, 2014

BUDGET UPDATE

Bond spending plan: $260.3 million ($249.5 m bond, $10.8 m interest)
Reserves: $3,279,336, of which $2,800,000 is allocated to IVC
Expended to date: $221.8 million (85.2% of bond spending plan)
• Assessment $ 5.5 million
• Planning/design $ 74.9 million
• Construction $141.4 million

Summary of modernization items in this agenda:

Consent (all routine items not requiring resolution or discussion): ($94,651.50)

Ratify / Approve Modernization Contracts, Changes and Amendments
• Two (2) new construction contracts for ratification ($12,495.50)
• Three (3) professional service amendments for ratification ($82,156)

Action (items requiring resolution or discussion): ($0)
• Approve Authorization to Bid and Pre-Authorization to Award a Construction Contract. ADA Upgrades KTD (309A)

Net value of new contracts / changes / amendments in this agenda: ($94,651.50)

CURRENT DESIGN

Kentfield ADA projects:

Design for ADA barrier removal at Fusselman Hall, the Learning Resource Center, and the Student Center continues with DSA review. Working with DSA regarding the fire alarms we are able to add to existing systems at LRC and the Student Center. Fusselman Hall will require a complete new fire alarm system. We are developing estimates for this work and will report back on options for funding this additional scope. Our first option is to be able to absorb it within the project but we need to complete scoping and estimating to determine this. This month we submit an action item for the approval to bid & award this project upon DSA approval.
CURRENT CONSTRUCTION

Academic Center:

Structural Steel progressed well this report period. We are planning a "topping out" of the steel party on Friday March 7th 11 AM to commemorate this milestone. Over the next month we will see metal decking, stairs and concrete walls & slabs begin. The schedule is being impacted by the rain, however, have not exceeded the allotted rain days in the schedule and will continue monitoring it for any overall impact.

Fine Arts Weatherization:

Installation of the steel canopies is complete; glazing installation will follow. We are slightly behind schedule due to the substitution of the glazing subcontractor; however this has no cost impact. Our revised forecast is now extended to the end of March.

CLOSEOUT

Performing Arts:

Work continues on classroom Audio Visual improvements.

Science, Math & Nursing:

We continue work with the users on fine tuning the building.
1 Schedule
Marin Community College District - College of Marin
Includes BSP approved on January 21, 2014

<table>
<thead>
<tr>
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</table>

**5A - Science Math Central Plant Complex - see note 1**

<table>
<thead>
<tr>
<th>Oct 2006 Schedule/Budget</th>
<th>$4,187,802</th>
<th>$38,246,476</th>
<th>$42,434,280</th>
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<tbody>
<tr>
<td>Feb 2007 Schedule/Budget</td>
<td>$6,617,000</td>
<td>$62,923,000</td>
<td>$69,540,000</td>
</tr>
<tr>
<td>Mar 2009 Schedule/Budget</td>
<td>$6,617,000</td>
<td>$62,923,000</td>
<td>$69,540,000</td>
</tr>
<tr>
<td>Nov 2009 Schedule/Budget</td>
<td>$6,617,000</td>
<td>$62,923,000</td>
<td>$69,540,000</td>
</tr>
<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$6,667,548</td>
<td>$54,696,050</td>
<td>$61,363,598</td>
</tr>
<tr>
<td>Dec 2011 Schedule/Budget</td>
<td>$7,372,518</td>
<td>$48,991,080</td>
<td>$58,363,988</td>
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<tr>
<td>May 2013 Schedule/Budget</td>
<td>$7,428,518</td>
<td>$48,150,425</td>
<td>$55,578,943</td>
</tr>
</tbody>
</table>

Current Schedule (% of current phase)

99%

NTP Jun 2010; Subst Compl Dec 2012

Current expenditures (% of budget)

$7,327,628

99%

$47,740,078

**6C New Fine Arts Building - see note 2**

<table>
<thead>
<tr>
<th>Oct 2006 Schedule/Budget</th>
<th>$1,732,865</th>
<th>$15,977,033</th>
<th>$17,709,918</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb 2007 Schedule/Budget</td>
<td>$1,849,800</td>
<td>$17,149,500</td>
<td>$18,999,300</td>
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<tr>
<td>Mar 2009 Schedule/Budget</td>
<td>$2,047,000</td>
<td>$16,953,000</td>
<td>$19,000,000</td>
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<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$2,149,459</td>
<td>$17,199,841</td>
<td>$19,349,300</td>
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</table>

Current Schedule (% of current phase)

100%

NTP Aug 2009; Subst Compl Jan 2011

Current expenditures (% of budget)

$2,136,200

100%

$17,131,150

**6A Performing Arts Modernization - see note 3**

<table>
<thead>
<tr>
<th>Oct 2006 Schedule/Budget</th>
<th>$1,052,468</th>
<th>$9,720,632</th>
<th>$10,773,100</th>
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<tr>
<td>Feb 2007 Schedule/Budget</td>
<td>$1,578,000</td>
<td>$15,622,000</td>
<td>$17,200,000</td>
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<tr>
<td>Mar 2009 Schedule/Budget</td>
<td>$1,678,000</td>
<td>$15,522,000</td>
<td>$17,200,000</td>
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<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$1,891,078</td>
<td>$15,308,022</td>
<td>$17,200,000</td>
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Current Schedule (% of current phase)

100%

NTP Feb 2011; Subst Compl Dec 2012

Current expenditures (% of budget)

$1,844,625

98%

$15,072,692
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<thead>
<tr>
<th>Project</th>
<th>Budget Dates</th>
<th>Schedule/Budget</th>
<th>Current Schedule %</th>
<th>Current Expenditures %</th>
<th>Notes</th>
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<tbody>
<tr>
<td>08B Diamond PE Center Alterations - see note 4</td>
<td>Oct 2006</td>
<td>$2,100,503</td>
<td>100%</td>
<td>100%</td>
<td>Oct 2006 Schedule/Budget, NTP Aug 2008, Subst Compl Aug 2009</td>
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<td>Feb 2007</td>
<td>$2,149,258</td>
<td>$19,220,368</td>
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<td>$2,149,258</td>
<td>$20,255,577</td>
<td>$22,404,835</td>
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<td>Jan 2010</td>
<td>$2,612,211</td>
<td>$18,613,862</td>
<td>$21,226,073</td>
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<td>Aug 2012</td>
<td>$2,600,406</td>
<td>$18,594,706</td>
<td>$21,195,112</td>
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<td>02A Transportation Technology Complex - see note 5</td>
<td>Oct 2006</td>
<td>$654,284</td>
<td>$6,032,520</td>
<td>$6,686,804</td>
<td>NTP Oct 2008, Subst Compl Apr 2010</td>
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<td>Feb 2007</td>
<td>$1,464,750</td>
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<td>$1,475,880</td>
<td>$10,215,841</td>
<td>$11,691,721</td>
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<td>07A Main Building Complex - see note 6</td>
<td>Oct 2006</td>
<td>$2,119,150</td>
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<td>$19,196,600</td>
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<td>Mar 2011</td>
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<td>$20,206,600</td>
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<td>$2,077,143</td>
<td>$18,019,307</td>
<td>$20,096,400</td>
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</table>

**Notes:**
- Oct 2006 Schedule/Budget: This column represents the budget allocations for the specified project in the given month.
- Current Schedule (% of current phase): This column shows the percentage of the current phase that has been completed.
- Current Expenditures (% of budget): This column indicates the percentage of the budget that has been spent on the project.
- Notes: Provide additional information or references as necessary.
<table>
<thead>
<tr>
<th>Project</th>
<th>Design</th>
<th>Construction</th>
<th>Current Expenditures</th>
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<tbody>
<tr>
<td><strong>Q3B New Academic Center - see note 7</strong></td>
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<tr>
<td>Oct 2006 Schedule/Budget</td>
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<td>$17,500,000</td>
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<td>Nov 2009 Schedule/Budget</td>
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<tr>
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<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$2,553,800</td>
<td>$27,578,200</td>
<td>$30,132,000</td>
</tr>
<tr>
<td>Dec 2011 Schedule/Budget</td>
<td>$2,588,800</td>
<td>$30,396,354</td>
<td>$32,985,154</td>
</tr>
<tr>
<td>Aug 2013 Schedule/Budget</td>
<td>$2,841,800</td>
<td>$29,004,354</td>
<td>$21,648,154</td>
</tr>
<tr>
<td>Current Schedule (% of current phase)</td>
<td>100%</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>Current expenditures (% of budget)</td>
<td>98%</td>
<td>26%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,582,242</td>
<td>$7,500,436</td>
<td>NTP Jun14;SC Nov14</td>
</tr>
<tr>
<td><strong>01B Austin Science Alterations (structural) project - see note 10</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$879,800</td>
<td>$5,465,961</td>
<td>$6,145,861</td>
</tr>
<tr>
<td>Jan 2014 Schedule/Budget</td>
<td>$467,350</td>
<td>$1,428,511</td>
<td>$1,895,861</td>
</tr>
<tr>
<td>Current Schedule (% of current phase) - Swing Phase</td>
<td>100%</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Current Schedule (% of current phase) - Structural Phase</td>
<td>0%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Current expenditures (% of budget)</td>
<td>52%</td>
<td>1.0%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$242,000</td>
<td>$14,600</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NTP Jan15;SC Nov15</td>
<td></td>
</tr>
<tr>
<td><strong>03C Child Study Center</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar 2011 Schedule/Budget</td>
<td>$426,500</td>
<td>$3,103,500</td>
<td>$3,530,000</td>
</tr>
<tr>
<td>Dec 2011 Schedule/Budget</td>
<td>$492,500</td>
<td>$3,470,075</td>
<td>$3,962,575</td>
</tr>
<tr>
<td>Aug 2012 Schedule/Budget</td>
<td>$480,900</td>
<td>$3,881,672</td>
<td>$4,362,575</td>
</tr>
<tr>
<td>Current Schedule (% of current phase)</td>
<td>100%</td>
<td>99%</td>
<td></td>
</tr>
<tr>
<td>Current expenditures (% of budget)</td>
<td>94%</td>
<td>98%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$453,170</td>
<td>$3,795,369</td>
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</tbody>
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### 1 Schedule

Marin Community College District - College of Marin includes BSP approved on January 21, 2014

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
<td>Q4</td>
</tr>
</tbody>
</table>

#### 2D Fine Arts Weatherization & Mechanical Remediation

- **Dec 2011 Schedule/Budget:**
  - Construction: $173,000
  - Expenditures: $825,340
  - Total: $998,340

- **Aug 2012 Schedule/Budget:**
  - Construction: $213,889
  - Expenditures: $934,451
  - Total: $1,148,340

#### 09A ADA Upgrades KTD - see note 11

- **Mar 2011 Schedule/Budget:**
  - Construction: $363,100
  - Expenditures: $636,900
  - Total: $1,000,000

- **Jan 2014 Schedule/Budget:**
  - Construction: $499,425
  - Expenditures: $2,000,575
  - Total: $2,500,000

#### 02B LRC Voluntary Seismic Upgrade

- **Jan 2014 Schedule/Budget:**
  - Construction: $87,500
  - Expenditures: $2,500,500
  - Total: $2,588,000

#### 2B New Utility Building

- **Jan 2014 Schedule/Budget:**
  - Construction: $27,500
  - Expenditures: $1,000,000
  - Total: $1,027,500

### Notes:

1. SMCP project (305A) is substantially complete and occupied.
2. FA Project (306C) budget increased in June BSP to accommodate additional equipment requests and infrastructure adjustments.
3. PA project (306A): is substantially complete and final FF&E is being installed.
4. PE project (308B) is complete.
5. TransTech (402A) is complete.
6. Main Bid (417A) is complete.
7. NAC project (303B) in construction.
8. LRC project (302B) funding was reallocated to other projects.
9. FH project (304A) funding was reallocated to other projects.
10. Austin Science Alterations (Structural) project (301B) initiated on March 15, 2011; includes Phase I - Swing Space and Phase II - Structural (Voluntary Upgrade).
11. The current schedule and expenditures reflect the recent ADA Pathway project completion; the new ADA work is currently being reviewed at DSA with an estimated construction start date of May 2014.
Note: The report reflects current work.

### B. CSW Stuber-Stroeh (Bioswale / West Campus Bridge / Sitework)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Geothermal design, submittal review and construction administration for the New Academic Center project. (303B)</td>
<td>8/31/2014</td>
<td>Amendment 46</td>
<td>In Progress</td>
</tr>
<tr>
<td>Additional services for updating landmark underground utility mapping; website &amp; mapping maintenance. (303B &amp; 803A)</td>
<td>8/31/2014</td>
<td>Amendment 48</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

### C. ED2 International (Fine Arts Weatherization)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract includes: programming phase, schematic design phase, design development phase, construction document phase, bidding, construction &amp; close out; FA Weatherization (306D)</td>
<td>11/15/2011 - 12/31/2013</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
</tbody>
</table>

### D. ED2 International (Science / Math / Central Plant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract - Construction Closeout Phase</td>
<td>8/7/2010-12/31/2012</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
</tbody>
</table>

### F. HKIT (Hardison, Komatsu, Ivelich & Tucker) (Transportation Technology Center/Child Study Center)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract for Child Study Center Project 303C</td>
<td>10/1/2010-11/30/2013</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
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</table>

### G. Kate Keating Associates, Inc. (District Signage Consultant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design service for Building Mounted Acknowledgement Plaque; Replace IVC to &quot;Library&quot;; Kentfield Campus map-identify construction zones</td>
<td>8/15/2014</td>
<td>Amendment 7</td>
<td>In progress</td>
</tr>
<tr>
<td>NAC 303B- Interior &amp; Exterior signage design for the New Academic Center</td>
<td>6/30/2015</td>
<td>Amendment 9</td>
<td>In progress</td>
</tr>
</tbody>
</table>

### H. Marcy Wong and Donn Logan (FA / PA Buildings)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract- Construction Closeout Phase</td>
<td>5/01/2011 to 12/12/2012</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
</tbody>
</table>

### J. Royston Hanamoto Alley & Abey (District Landscape Consultant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape design for new ADA ramp/pathway adjacent to LRC and SS bldgs. NAC site tree removal and replanting site coordination</td>
<td>5/15/2014</td>
<td>Amendment 19</td>
<td>In progress</td>
</tr>
<tr>
<td>Update of District Tree Program on KTD campus (807A)</td>
<td>5/15/2014</td>
<td>Amendment 24</td>
<td>In progress</td>
</tr>
</tbody>
</table>

### K. TLCD Architecture (New Academic Center)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract includes: programming phase, schematic design phase, design development phase, construction document phase, bidding, construction &amp; close out; NAC Project 303B</td>
<td>9/11/2015</td>
<td>Long Form Contract</td>
<td>In progress</td>
</tr>
<tr>
<td>Architectural and Landscape service to develop Great Lawn concepts presented to BOT and refine design in preparation for group meetings; peer review costs for building waterproofing details</td>
<td>6/15/2014</td>
<td>Amendment 4</td>
<td>In progress</td>
</tr>
</tbody>
</table>
BACKGROUND:

The District continues to revise and modify its Board Policies and Procedures to meet changes in the law, the needs of the District and accreditation requirements.

Administrative Procedures 4070 and 4260 are presented herein for information.

AP 4070 - Auditing is a new procedure that defines restrictions and process for auditing courses, not previously allowed at this District. This procedure will align with the revised Board Policy 4070, presented at this meeting for a first reading.

AP 4260 – Prerequisites, Co-Requisites, and Advisories has been updated for recency requirements.

Both procedures were revised and approved by the Academic Senate, reviewed and approved by the Vice President of Student Learning and the Superintendent/President, and have been provided to the Board Policy Task Force and College Council for information.
AP 4070 AUDITING

Reference:
California Education Code Sections 76370

Auditing of selected courses at College of Marin is allowed with the following provisions. California Education Code provisions include:

- The fee shall not exceed the amount mandated by the state (Ed Code Section 97370.76370).
- Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged a fee to audit three or fewer units per semester.
- No student auditing a course shall be permitted to change his or her enrollment in that course to receive credit for the course.
- Priority in class enrollment shall be given to students desiring to take the course for credit towards a degree or certificate.
- Classroom attendance of students auditing a course shall not be included in computing the apportionment due a community college district.

Additional College of Marin limitations are as follows:

- Auditor Status will be allowed only if a student has exhausted all repeat possibilities as a regular student in selected classes. (See AP 4225, 4227 and 4228)
- Auditors must meet the course prerequisites.
- Auditors must be eligible for admission to the College as regularly enrolled students.
- No grades can be earned or transcripts maintained.
- Auditors will pay any additional course costs as required by the course in addition to the fees.

Additional operational restrictions:

- Auditors would be allowed to register and attend a course only after the first census date for a course in order to give priority to students registering for credit.
- Exceptions may be approved by the instructor on a case by case basis to enroll a student as an auditor prior to the first census date as long as it does not displace a credit student.
- Auditors would then submit an audit card that has been signed by the instructor to A&R Office of Admissions and Records Office and pay fees.
- Once these fees are paid, they will not be refunded.
- Students registered as auditors only will not be entitled to the regular student health services (other than for emergencies).
- Disciplines will decide which courses are auditable. Faculty will have the right to decide how many auditors to allow to take the course and/or refuse to take any auditors in their classes.
- The instructor and student auditor will agree upon the auditor’s level of participation in the class.
- Auditors will be held to the same standards of conduct and attendance as regularly enrolled students.
- The Office of Instructional Management will maintain a list of auditable courses. Courses in which auditing is allowed will be posted each semester in the Schedule of Classes.

Also see APs 4225 Course Repetition – Non-Repeatable Courses, 4227 Repeatable Courses, and 4228 Course Repetition – Significant Lapse of Time

Office of Primary Responsibility: Office of Student Learning

Date Approved:

NOTE: New Administrative Procedure
Prerequisites, co-requisites, advisories, and limitations are necessary to ensure that students succeed in their coursework and have access to the courses they require. It is important to have prerequisites in place where they are a vital factor in maintaining academic standards. It is also necessary to ensure that prerequisites, co-requisites, advisories, and limitations do not constitute unjustifiable obstacles to student access and success. Therefore, to foster the appropriate balance between these two concerns, the Education Code requires that prerequisites, co-requisites, advisories, and limitations be established based solely on content review or content review with statistical validation.

Content review is a rigorous, systematic process conducted by faculty to identify the necessary and appropriate body of knowledge or skills students need to possess prior to enrolling in a course, or which students need to acquire through simultaneous enrollment in a co-requisite course.

I. Information in the Catalog and Schedule of Classes

The District shall provide the following explanations both in the District’s catalog and in the schedule of classes:

A. Definitions of prerequisites, co-requisites, and limitations on enrollment including the differences among them and the specific prerequisites, co-requisites, and limitations on enrollment that have been established.

B. Procedures for a student to challenge prerequisites, co-requisites, and limitations on enrollment and circumstances under which a student is encouraged to make such a challenge. The information about challenges must include, at a minimum, the specific process including any deadlines, the various types of challenge that are established in law, and any additional types of challenge permitted by the District.

C. Definitions of advisories on recommended preparation, the right of a student to choose to take a course without meeting the advisory, and circumstances under which a student is encouraged to exercise that right.

D. Definitions of contract course, co-requisite, noncredit basic skills course, non-degree-applicable basic skills courses, prerequisite and satisfactory grade.

II. Challenge Process

A. Any student who does not meet a prerequisite or co-requisite or who is not permitted to enroll due to a limitation on enrollment but who provides satisfactory evidence may seek entry into the course as follows:
1. To be eligible for a specific semester, students must file their challenge five days before registration starts for that semester. When a student files a challenge to the prerequisite or co-requisite, the District shall reserve a seat for the student and resolve the challenge within five working days. All official documents must be attached to the petition before the “five working days before registration” period begins. If the challenge is upheld or the District fails to resolve the challenge within the five working-day period, the student shall be allowed to enroll in the course.

2. If no space is available in the course when a challenge is filed, the challenge shall be resolved prior to the beginning of registration for the next term and, if the challenge is upheld, the student shall be permitted to enroll if space is available when the student registers for that subsequent term.

B. Grounds for challenge shall include the following:
   1. Those grounds for challenge specified in Title 5 Section 55201(f).
   2. The student seeks to enroll and has not been allowed to enroll due to a limitation on enrollment established for a course that involves intercollegiate competition or public performance or one or more of the courses for which enrollment has been limited to a cohort of students. The student shall be allowed to enroll in such a course if otherwise he/she would be delayed by a semester or more in attaining the degree or certificate specified in his/her educational plan.
   3. The student seeks to enroll in a course that has a prerequisite established to protect health and safety, and the student demonstrates that he/she does not pose a threat to himself/herself or others.
   4. The student has the obligation to provide satisfactory evidence that the challenge should be upheld. However, where facts essential to a determination of whether the student's challenge should be upheld are or ought to be in the District's own records, then the District has the obligation to produce that information.

III. Curriculum Review Process

The District relies primarily upon the Academic Senate regarding how prerequisites, co-requisites, and advisories will be established.

The curriculum review process shall at a minimum be in accordance with all of the following:
   A. Establish a curriculum committee and its membership in a manner that is mutually agreeable to the administration and the Academic Senate. Provisions will be made to train the curriculum committee on content review.
   B. Establish prerequisites, co-requisites, and advisories on recommended preparation (advisories) only upon the recommendation of the Academic Senate except that the Academic Senate may delegate this task to the curriculum committee without forfeiting its rights or responsibilities under Title 5 Sections 53200-53204 and within the limits set forth in Title 5 Section 55003. Certain limitations on enrollment must be established in the same manner.
C. Establish prerequisites, co-requisites, advisories on recommended preparation and limitations on enrollment only if:

1. The faculty in the discipline or, if the District has no faculty member in the discipline, the faculty in the department do all of the following:
   a) Approve the course; and,
   b) As a separate action, approve any prerequisite or co-requisite, only if:
      1) The prerequisite or co-requisite is an appropriate and rational measure of a student's readiness to enter the course or program as demonstrated by a content review including, at a minimum, all of the following:
         i. involvement of faculty with appropriate expertise;
         ii. consideration of course objectives set by relevant department(s). The curriculum review process should be done in a manner that is in accordance with accreditation standards.
         iii. be based on a detailed course syllabus and outline of record, tests, related instructional materials, course format, type, and number of examinations, and grading criteria;
         iv. specification of the body of knowledge and/or skills which are deemed necessary at entry and/or concurrent with enrollment;
         v. identification and review of the prerequisite or co-requisite which develops the body of knowledge and/or measures skills identified under iv.
         vi. matching of the knowledge and skills in the targeted course (identified under section iv) and those developed or measured by the prerequisite or co-requisite (i.e. the course or assessment identified under section v above); and
         vii. maintain documentation that the above steps were taken.
   c) Approve any limitation on enrollment that is being established for an honors course or section, for a course that includes intercollegiate competition or public performance, or so that a cohort of students will be enrolled in two or more courses, and, in a separate action, specify which.
   d) Approve that the course meets the academic standards required for degree applicable courses, non-degree applicable courses, non-credit courses, or community service respectively.
   e) Review the course outline to determine if a student would be highly unlikely to receive a satisfactory grade unless the student had knowledge or skills not taught in the course. If the student would need knowledge or skills not taught in the course itself, then the course may be approved for degree applicable credit only if all requirements for establishing the appropriate prerequisite have been met excepting only approval by the curriculum committee.
   f) Review the course outline to determine whether receiving a satisfactory grade is dependent on skills in communication or computation. If receiving a satisfactory grade is sufficiently dependent on such skills, then the course may be approved for degree applicable credit only if all requirements have been met for establishing a prerequisite or co-requisite of not less than eligibility for enrollment to a degree-applicable course in English or mathematics, respectively.
g) **Review the course outline to determine whether receiving a satisfactory grade is dependent on the recency of satisfactory completion of the prerequisite course. Recency requirements should be agreed upon by appropriate discipline faculty, but cannot be less than 36 months (see AP 4228). A record of the agreement will be kept on file by the department and by the Office of Instructional Management. Such requirements must be included in the discipline description which appears in the catalog, and in the Course Outline of Record Course Description. A challenge process must be in place for students to test out of this requirement. The department will track student success, review the results, and report back to the Curriculum Committee the following year.**

2. A course which should have a prerequisite or co-requisite as provided in (e) or (f) but for which one or more of the requirements for establishing a prerequisite have not been met may only:
   a) Be reviewed and approved pursuant to the standards for non-degree applicable credit, non-credit, or community service; or
   b) Be revised and reviewed as required to meet the criteria for establishing the necessary prerequisites or co-requisites.

3. The curriculum committee also reviews the course and prerequisite in a manner that meets each of the requirements specified above.

4. If the District chooses to use content review as defined in Title 5 of the Code of California Regulations section 55000(c) to define pre-requisites and co-requisites in reading, written expression, or mathematics for courses that are degree applicable and are not in a sequence, it must adopt a plan consistent with Title 5 of the Code of California Regulations section 55003(c).

D. **Program Review** -- As a regular part of the program review process or at least every six years, except that the prerequisites and co-requisites for vocational course or programs shall be reviewed every two years, the District shall review each prerequisite, co-requisite, or advisory to establish that each is still supported by the faculty in the discipline or department and by the curriculum committee and is still in compliance with all other provisions of this policy and with the law. Any prerequisite or co-requisite that is still supported shall be reviewed promptly thereafter to assure that it is in compliance with all other provisions of this policy and with the law. These processes shall also provide for the periodic review of advisories on recommended preparation.

E. **Implementing Prerequisites, Co-requisites, and Limitations on Enrollment** – Implementation of prerequisites, co-requisites, and limitations on enrollment must be done in a consistent manner and not left exclusively to the classroom instructor. Every attempt shall be made to enforce all conditions a student must meet to be enrolled in the course through the registration process so that a student is not permitted to enroll unless he/she has met all the conditions or has met all except those for which he/she has a pending challenge or for which further information is needed before final determination is possible of whether the student has met the condition.

F. **Instructor's Formal Agreement to Teach the Course as Described** – The District shall establish a procedure so that courses for which prerequisites or co-requisites are established will be taught in accordance with the course outline, particularly those aspects of the course outline that are the basis for justifying the establishment of the
prerequisite or co-requisite. The process shall be established by consulting collegially with
the Academic Senate and, shall be consistent with the UPM/MCCD collective Bargaining
Agreement.

IV. Review of Individual Courses

If the student's enrollment in a course or program is to be contingent on his/her having met the
proposed prerequisite(s) or co-requisite(s), then such a prerequisite or co-requisite must be
established. If enrollment is not blocked, then what is being established is not a prerequisite or
corequisite but, rather, an advisory on recommended preparation and must be identified as
such in the schedule and catalog.

A. Advisories on Recommended Preparation
The District may recommend that a student meet a standard of readiness at entry only if
recommended by the faculty in the discipline or department and by the curriculum
committee as provided in above. This process is required whether the District described
such recommendations in its catalog or schedule as "prerequisites," or "recommended," or
by any other term.

B. Limitations on Enrollment
The types of limitation on enrollment specified below may only be established through the
curriculum review process by the discipline or department faculty and the curriculum
committee specified above including the requirement to review them again at least every
six years (two years for vocational courses); for example, as part of program review. The
following requirements must also be met in order to establish these particular limitations on
enrollment.

1. Performance Courses -- The District may establish audition or try-out as a limitation on
enrollment for courses that include public performance or intercollegiate competition
such as but not limited to band, orchestra, theater, competitive speech, chorus,
journalism, dance, and intercollegiate athletics provided that:
a) For any certificate or associate degree requirement which can be met by taking this
course, there is another course or courses which satisfy the same requirement; and
b) The District includes in the course outline of record a list of each certificate or
associate degree requirement that the course meets and of the other course or
courses which meet the same requirement.

Limitations on enrollment established as provided for performance courses shall be
reviewed during program review or at least every six years to determine whether the
audition or try-out process is having a disproportionate impact on any historically under-
represented group and, if so, a plan shall be adopted to seek to remedy the
disproportionate impact. If disproportionate impact has been found, the limitation on
enrollment may not be printed in subsequent catalogs or schedules nor enforced in any
subsequent term until such a plan has been endorsed by the department and the
administration and put into effect.

C. Honors Courses -- A limitation on enrollment for an honors course or an honors section of a
course may be established if, in addition to the review by the faculty in the discipline or
department and by the curriculum committee as provided above, there is another section or
another course or courses at the District which satisfy the same requirements. If the
limitation is for an honors course and not only for an honors section, the District must also
include in the course outline of record a list of each certificate or associate degree
requirement that the course meets and of the other course or courses which meet the same
associate degree or certificate requirement.

Blocks of Courses or Sections

Blocks of courses or blocks of sections of courses are two or more courses or sections for which
enrollment is limited in order to create a cohort of students. Such a limitation on enrollment
may be established if, in addition to review by the faculty in the discipline or department and by
the curriculum committee as provided above, there is another section or another course or
courses that satisfy the same requirement. If the cohort is created through limitations on
enrollment in the courses rather than limitations on specific sections of courses, then the
District must include in the course outline of record a list of each certificate or associate degree
requirement that the course meets and of the other course or courses which satisfy the same
associate degree or certificate requirement.

Office of Primary Responsibility: Office of Student Learning

Date Approved: August 21, 2012
(Replaces portions of College of Marin Procedures 2.0021 DP.1 and 2.0021 DP.2)

Revised: June 18, 2013