BOARD OF TRUSTEES
REGULAR MEETING AGENDA

May 20, 2014
Marin Community College District
Board of Trustees Regular Meeting

Agenda

May 20, 2014

Kentfield Campus
Staff Lounge, Student Services Building
835 College Avenue, Kentfield, 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., Staff Lounge, Student Services, Kentfield Campus**
   1. Call to Order, Roll Call, Adoption of Closed Session Agenda
   2. Public Comment on Closed Session Agenda (3 minutes per speaker)
   3. Board Docs Presentation (Bill Terry)
   4. Study Session
      A. Board Self Evaluation/Goals and Objectives
   5. Adjourn to Closed Session, 5:30 p.m.

B. **Closed Session, 5:30 p.m., Staff Lounge, Student Services, Kentfield 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); California School Employees Associations (CSEA)
   3. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (54956.9 (d) (1))**
      Marin Community College District v. Marcy Wong & Donn Logan Architects, et. al
      Case Number 1401135
      Attorney: Glenn Gould, Dannis Woliver Kelley
   4. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9(b))**
      Potential Cases: 1
      Attorney: Glenn Gould, Dannis Woliver Kelley
   5. **LIABILITY CLAIM (Govt Code Section 54956.95)**
      Claimant: John Priewe
      Agency Claimed Against: College of Marin
   6. **PUBLIC EMPLOYMENT (Govt. Code Section – 54957)**
      Title: Superintendent/President
   7. Adjourn to Regular Meeting Open Session

C. **Open Session, 6:30 p.m., Staff Lounge, Student Services, Kentfield 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 will be heard immediately before the Board of Trustees’ consideration of the item
   4. **Board Reports/or Requests**
      A. Committee Chair Reports
      B. Governance Calendar Review
      C. Individual Reports/or Requests
5. Consideration and Approval of Meeting Minutes
   A. Minutes of April 15, 2014

6. Chief Executive Officer Report
   A. Accreditation
   B. Board Membership
   C. Marketing Report (Cathy Summa-Wolfe)
   D. Bookstore Contract (Greg Nelson)

7. Study Session
   A. 2014 Student Success Scorecard (Chris Myers)
   B. Student Success Initiative (Jonathan Eldridge)  This item was pulled from the Agenda
     • CCSSE
     • Equity Plan

8. Academic Senate Report (5 minutes)

9. Classified Senate Report (5 minutes)

10. Student Association Report (5 minutes)

11. Consideration and Action on Consent Calendar Items (ROLL CALL VOTE)
    A. Upcoming Board Meetings
       ▪ June 17, 2014 Board Meeting, Indian Valley Campus
       ▪ June 24, 2014 Board Retreat, Kentfield Campus
    B. Academic Personnel Recommendations
       1. Appointment of Academic Personnel
       2. Academic Personnel Request for Unpaid Leave
    C. Classified Personnel Recommendations
       1. Appointment of Classified Personnel
       2. Resignation of Classified Personnel
       3. Permanent Reassignment of Classified Personnel
       4. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
    D. Classified Job Descriptions
    E. Classified Personnel Reclassification
    F. Educational Administrator Salary Adjustment
       1. Change in Salary Range for Educational Management Personnel  - See Revised Item
    G. Educational Administrator Job Descriptions
    H. Classified Management Personnel Recommendation
       1. Appointment of Interim Classified Management Personnel
       2. Resignation/Retirement of Classified Management Personnel
    I. Short-Term Hourly Positions  This item was pulled from the agenda
J. Budget Transfers April 2014
K. Warrants April 2014
L. Declaration of Surplus Property – Miscellaneous Equipment
M. Modernization (Measure C)
   1. Modernization Contracts, Changes, Amendments ($54,991.50)
N. Second Reading and Approval of Board Policies (None)

12. Consideration and Possible Action on:
A. Resolution # 2014 - 11 In Support of Classified School Employees Week (ROLL CALL VOTE)
B. Resolution #2014 - 12 in Support of Asian American and Pacific Islander Heritage Month (ROLL CALL VOTE)
C. Resolution #2014 -13 Commending Student Trustee Reyes (ROLL CALL VOTE)
D. Resolution #2014-14 for Use of Education Protection Act Account Revenue (ROLL CALL VOTE)  See Revised Item
E. Ratification of Superintendent/President’s 2014-2018 Employment Agreement
F. Out-of-Country Travel, John Marmysz
G. Agreement for Rental of Classroom and Office Space with Marin County Office of Education
H. Ratify Agreement with Self-Insured Schools of California (SISC) for Health and Welfare Benefits
I. Participation Agreements with Self Insured Schools of California (SISC) for Dental and Vision Benefits
J. Clinical Agreement for Emergency Medical Technician (EMT) Program
K. Contract with Follett Higher Education Group for Bookstore Services
L. Action on Tort Claim – Janet Hecht
M. Fee Schedule for FY 2014/15
N. Modernization (Measure C)
   1. Authorization to Bid and Pre-Authorize Award of Construction Contract, Geothermal Field KTD Project (305B)
   2. Authorization to Bid and Pre-Authorize Award of Construction Contract, Learning Resource Center Seismic Upgrade Project (302B)
   3. Authorization to Bid and Pre-Authorize Award of Construction Contract, Technology Equipment – Smart Classrooms (201B)
   4. Citizens’ Oversight Committee Members

13. Board Policy Review (1st Reading)
   1. None
14. Board Meeting Evaluation

15. Future Agenda Items
   A. Tentative Budget 2014/15
   B. Board Professional Development
   C. Board Self Evaluation
   D. Indian Valley Campus

16. Information Items (see written reports)
   A. Contracts and Agreement for Services for April 2014
   B. Modernization Update
      1. Director’s Report
      2. Program Schedule
      3. Milestones Report
      4. Quarterly Report
   C. Administrative Procedures
      1. AP 4231 Grade Changes
      2. AP 4105 Distance Education
   D. Calendar of Special Events
      ▪ Transfer Recognition Reception, May 21, 2014, 5:30 p.m., Cafeteria
      ▪ Faculty and Staff Appreciation, May 22, 2014, 12 noon, PE Gymnasium
      ▪ Golden Bell Awards, May 22, 2014, 4:30 p.m., Dominican University, San Rafael
      ▪ RN Pinning Ceremony, May 22, 2014, 6:00 p.m., James Dunn Theater
      ▪ Commencement, May 23, 2014, 6:00 p.m., Diamond Physical Education Center
      ▪ Athletic Hall of Fame, June 7, 2014, Lodge at Tiburon

17. Correspondence

18. Adjourn Meeting
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<tr>
<td><strong>Policy</strong> (On-going review and approval)</td>
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<td>-Board Retreat – Board Goals/Priorities/ Objectives --Review Mission Statement</td>
<td>Ethics Policy</td>
<td>-Admin. Oath to Incoming Student Trustee -Approve Mission Statement</td>
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<td><strong>Fiscal</strong> (Tent &amp; Adoption Budget, qtr. updates; 3 yrs.)</td>
<td>Mid-Year Budget Report</td>
<td>Selection of Auditor (every 3 years)</td>
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<td>-Board Budget Workshop -Approve Tentative Budget</td>
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<td><strong>Facilities</strong> (Active projects, Comm. Relations, Qtr review, M &amp; O)</td>
<td>Request COC Applications</td>
<td>Citizens’ Oversight Annual Report</td>
<td>Citizens’ Oversight Committee Appointments</td>
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<td><strong>Measure C</strong></td>
<td>Quarterly Report</td>
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<td>ARCC/Scorecard Report Dialog &amp; Approval</td>
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<td><strong>Student Success</strong> (Legislation, Matric., ARCC, enrollment management)</td>
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<td><strong>Accreditation</strong> (WASC progress reports as needed)</td>
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<td><strong>Governance</strong> (Prof. Dev., Evals., Annual Organization)</td>
<td>-CCCT Board Election - Establish Process for CEO Evaluation of Goals/Progress</td>
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<td>Complete CEO’s Evaluation Discuss CEO Evaluation/Compensation</td>
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<td><strong>Planning</strong> (EMP, FMP, SMP, TP, DE, M&amp;O Plans)</td>
<td>Technology Plan Evaluation/Update</td>
<td>-Ed Master Plan, Facilities Plan and Strategic Plan Updates -Receive Recs from PRAC</td>
<td>-Commencement -Golden Bell Awards -COM Nurses Pinning -Faculty/Staff Appreciation -Class. Employee Week</td>
<td>-M &amp; O Plan -Facilities Plan</td>
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<td><strong>Community</strong></td>
<td>Spring Convocation</td>
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<td>Dental Asst. Graduation</td>
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<td>Policy (On-going review and approval)</td>
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<td>- Constitution Day – Sept 17</td>
<td>CEO Salary Survey</td>
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<td>Renew CEO Contract</td>
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<td>Fiscal (Tent &amp; Adoption Budget, qtr. updates, 3 yrs.)</td>
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<td>Approve Adoption Budget</td>
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<td>Student Success (Legislation, Matric., ARCC, enrollment management)</td>
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<td>Scorecard Report</td>
<td>EOPS Month</td>
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<td>Student Success Initiative/ Scorecard Update</td>
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<td>Accreditation (WASC progress reports as needed)</td>
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<td>Update</td>
<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>
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<td>Update</td>
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<td>Discuss Potential New Board Officers</td>
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<td>Planning (EMP, FMP, SMP, TP, DE, M&amp;O Plans)</td>
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<td>Strategic Plan</td>
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<td>Community</td>
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<td>Fall Convocation Aug 15, 2014</td>
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<td>Retired Faculty/Staff Lunch</td>
<td>Holiday Party</td>
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<td>Board Development</td>
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<td>CCLC Student Trustee Workshop Aug -8/16-17 San Francisco</td>
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<td>ACCT Leadership Congress</td>
<td>CCLC Annual Convention</td>
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Marin Community College District
Board of Trustees Regular Meeting

April 15, 2014

Minutes

The 3:00 p.m. Study Session was cancelled.

The Humiston Dedication was attended by all Trustees.

A. Open Session
   1. Call to Order, Roll Call
      The Board of Trustees met for a regular Board meeting in the Staff Lounge of the Student Services Building, all members having received notice as required. Board President O’Brien called the meeting to order at 5:51 p.m. Trustees Bevis, O’Brien, Tanenberg, Conti, Long, Kranenburg and Treanor were present. Also present were Vice President Nelson and Executive Director Combs.
   2. Adoption of Closed Session Agenda
      VP Nelson noted that Item B.5. was pulled from the agenda. M/s (Bevis/Long) to adopt closed session agenda as modified. Motion carried 7-0.
   3. Public Comment on Closed Session Agenda (3 minutes per speaker) – No Public Comment
   4. Adjourn to Closed Session

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))
      Name of Case: Puni Easton vs. MCCD, Alten Construction and Does 1 to 10
   4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Govt. Code Section 94957)
5. **PUBLIC EMPLOYMENT (Govt. Code Sect. – 54957)** *(This item was pulled)*
   
   **Title:** Superintendent/President

6. **Adjourn to Regular Meeting Open Session**

C. **Open Session**

1. **Call to Order, Roll Call, Adoption of Agenda**
   
   Board President O’Brien called the meeting to order at 6:30 p.m. in the Cafeteria of the Student Services Building on the Kentfield Campus. Trustees Conti, Tanenberg, Long, Bevis, Treanor, O’Brien and Kranenburg were present. Also present were Student Trustee Reyes, Vice President Nelson and Executive Director Combs. Board President O’Brien noted that items C.6.B. Board Membership and C.12.A. Ratification of Superintendent/President’s 2014-2018 Employment Agreement were pulled from the agenda and that Trustees have received revised copies of items C.11.E. Classified Management Personnel Recommendation, C.12.C. Resolution #2014-7 Honoring Frederic Humiston and C.12.F. Consideration of Resolution Regarding Elimination of Classified Employee Services 1.0 FTE Layoff on gold paper. Trustee Treanor asked that the meeting be adjourned in memory of Dr. Coon’s father, Charles Coon. Trustee Long asked that item C.11.P. Credit Course Revisions be moved to action from consent. **M/s (Tanenberg/Long)** to approve the Agenda as amended. Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

2. **Report from Closed Session** — No Report

3. **Public Comment on Open Session Agenda (3 minutes per speaker)**
   
   A. **Comments regarding items not on the Agenda**
   
   Steven Petker spoke about the need for food services on the Indian Valley Campus for our students. He noted that ASCOM has funds to get the food service area running, back to code and licensed and that it would not be hard to find a commercial caterer to offer food service from 7:30 a.m. – 7:30 p.m. He asked Trustees to take this into account as they are deliberating what we are going to do with the Indian Valley Campus.

   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**
   
   A. **Committee Chair Reports**
   
   Trustees Long and Kranenburg will be meeting between now and the next meeting on the evaluation of our Board meetings and Fund Development.

   B. **Governance Calendar Review**
   
   Board President O’Brien will ask Dr. Coon to update the calendar for planning purposes for next year.

   C. **Individual Reports/or Requests**
   
   Trustees Treanor, Bevis and Conti attended the Bay 10 CEO/Trustee dinner. Trustee Treanor noted that there was discussion about community colleges offering baccalaureate degrees. Trustee Bevis commented that it was a good opportunity to
meet other trustees and to talk with those from other Basic Aid Districts. Trustee Long noted that she had received many compliments about the process used to appoint Trustee Tanenberg and shared her appreciation and thanks to the Board for working together. She noted that as suggested by Dr. Coon this process will be memorized for future use. She expressed her congratulations to Trustee Tanenberg and thanked Trustees Bevis and Treanor for their work in the process. Trustee Conti noted that there was also concern expressed at the Bay 10 Dinner about the push to de-emphasize accessibility of education in terms of student success, given that the community college system is supposed to be where everyone has the opportunity to get an affordable education and the remediation they need. There is also concern about the push in legislature for performance-based compensation for teachers. The emphasis should be on creating quality education for everyone. Trustee Treanor commented on the IVC Plant Sale the past weekend noting that the IVC Organic Farm is an outstanding project for our students.

5. Consideration and Approval of Meeting Minutes
   A. M/s (Long/Treanor) to approve Attachment to February 18, 2014 Minutes. Motion carried 6-0-1, with Trustee Tanenberg abstaining. Student Trustee Reyes cast an advisory aye vote.
   B. M/s (Treanor/Long) to approve the Minutes of March 11, 2014 Meeting. Motion carried 6-0-1, with Trustee Tanenberg abstaining. Student Trustee Reyes cast an advisory aye vote.

6. Chief Executive Officer Report
   A. Citizens’ Oversight Committee Annual Report
      John Hanley, Chair of the Citizens’ Oversight Committee, explained the history and purpose of the committee, noting that the committee provides oversight to ensure that Bond proceeds are expended appropriately in accordance with the Measure C Ballot language. Mr. Hanley reported the committee makes sure that no funds are used for teacher or administrator salaries or for other college operating expenses. The committee is satisfied with how the funds have been spent and the Bond expenses were audited with good results. The committee was impressed by the oversight and work provided by college employees. He also reported that the committee had toured construction sites. In answer to questions by Trustees, Mr. Hanley noted that all committee members are active and engaged and that the College has handled community concerns very well.
   B. Board Membership – Pulled from Agenda

7. Study Session
   A. Health Benefits Plan Recommendation
      Kristina Combs provided a follow-up report to the information that was provided to Trustees at the Board Study Session last month. A copy of the presentation is available on the College webpage under the Board of Trustees tab for this meeting. She noted
that the Employee Benefit Advisory Group has been meeting since January and sharing information with their constituent groups. This has provided an opportunity for shared responsibility and employee involvement in researching ways to address the health plan costs and challenges facing the College in this area. The group established monthly meetings, recommended expansion of medical plan options, recommended partnering with SISC to increase our risk pool, identified employee information and communication needs and made suggestions for open enrollment changes. Ms. Combs then introduced Lola Nickell with Self Insured Schools of California (SISC). Ms. Nickell provided history and information about SISC, noting that they are financially stable and have a very large risk pool which allows them to provide low administrative costs. SISC contracts with carriers like Blue Shield, Anthem Blue Cross and Kaiser and also include value-added features such as COBRA administration, direct billing support for retirees, employee assistance programs, wellness workshops, lunch and learn meetings, critical incident debriefing, 24-hour physician line (PPO only), $0 prescriptions at Costco (PPO only), accidental death/dismemberment benefit, on-site flu shots (no charge), on-site biometric testing. Ms. Combs then introduced Kimberly Miller, with Alliant Insurance Services and Employee Benefits, and consultant for the District. Ms. Miller noted she has been working with the College since December to help manage health benefit costs. She noted that by pooling our risk, the rate increases will be steady and not fluctuate as they have been, creating savings over the long term. She also noted that introducing lower cost plan options in additional to current plans, allows employees to choose to pay less out of pocket or higher co-pays. She shared plan options for consideration that included two Kaiser Plan options and two Blue Shield PPO options, mirroring current plans and adding lower cost options. Health Net will not be available as it is not part of the SISC program, however the Blue Shield options offer more manageable costs for employees who do not wish to be on Kaiser.

There was general discussion about SISC financial reporting, financial security, savings to the college and employees, employee education and communication, wellness programs, transferring doctors, and transitional care. Trustees agreed to move Item C.12.O. Benefit Program Plan Option, SISC, up in the meeting before Item C.12.A for action. There was additional discussion about the monthly/annual cost of joining SISC and term and termination clauses. It was noted that the SISC rate increases averaged around 8% for the last 10 years, which helps us project costs more consistently, rather than guessing. Program management fee/consulting fees are included in the rates and there are no commissions. Trustees thanked employees and the presenters for their work and for the work done by the committee.

8. Board President O’Brien acknowledged Sara McKinnon’s award as Educator of the Month as reported in the Marin Independent Journal today.
Academic Senate Report (5 minutes)
Sara McKinnon provided the Academic Senate Report, attached to the minutes.

9. Classified Senate Report (5 minutes)
Alice Dieli welcomed Trustee Tanenberg on behalf of the Classified Senate and provided the Classified Senate Report, attached to the minutes.

10. Student Association Report (5 minutes)
Student Trustee Reyes gave the Student Association report noting that students are currently on a well-deserved Spring Break, with a push towards finals when they return. The main priority of the Associated Student is the student board election.

11. Consideration and Action on Consent Calendar Items (ROLL CALL VOTE)
M/s (Conti/Treanor) to approved consent items with the exception of C.11.P. Credit Course Revisions, which has been move to Other Action for consideration. Motion carried by a roll call vote of 7 - 0, plus an advisory aye vote by Student Trustee Reyes.

A. Upcoming Board Meetings
   - April 25, 2014 Board Retreat, Indian Valley Campus
   - May 20, 2014 Board Meeting, Kentfield Campus

B. Classified Personnel Recommendations
   1. Appointment of Classified Personnel
   2. Temporary Increase/Decrease in Assignment for Classified Personnel
   3. Resignation of Classified Personnel
   4. Temporary Reassignment of Classified Personnel

C. Educational Administrators and Management Personnel Appointments
   1. Appointment of Educational Management Personnel
   2. Appointment/Contract/Terms of Continued Employment for Educational Administrator


E. Classified Management Personnel Recommendation
   1. Appointment of Classified Management Personnel

F. Classified Management Position Recommendation

G. Amendment to CSEA Salary Schedule

H. Short-Term Hourly Positions

I. Budget Transfers February 2014
J. Budget Transfers March 2014
K. Warrants February 2014
L. Warrants March 2014
M. **Declaration of Surplus Property – Miscellaneous Equipment**

N. **Credit Course Addition**

O. **Credit Course Deletions**

P. **Credit Course Revisions**

Trustee Long questioned whether Math 123, a combination of analytical geometry and calculus, was accepted by UC and CSU. Vice President Nelson verified that the course is transferable to UC and CSU, noting this is a revision due to regular review by the Academic Senate and Curriculum Committee. Trustee Long commented that she was also informed that the course is an elective and could be used as part of the math requirement if you were a Social Science major making a transfer; however, it would not likely meet the requirements for a broad scoped class, since it combines subject areas.

**M/s (Long/Treanor) to approve Credit Course Revisions. Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.**

Q. **New Associate Degrees for Transfer (ADT)**

R. **New Community Services Courses**

S. **New Community Services Collaborative Program**

T. **Modernization (Measure C)**

1. Modernization Contracts, Changes, Amendments ($839,141.48)

U. **Second Reading and Approval of Board Policies**

1. BP 4070, Auditing

**12. Consideration and Possible Action on:**

A. **Ratification of Superintendent/President’s 2014-2018 Employment Agreement - This item was pulled from the agenda.**

B. **2014 California Community College Trustees (CCCT) Board Election**

Trustees Kranenburg and Bevis provided the following recommendations:

- Paul Gomez, Chaffey CCD
- Adrienne Grey, West Valley-Mission CCD
- Jeffrey Lease, San Jose-Evergreen CCD
- Pam Haynes, Los Rios CCD
- Jim Moreno, Coast CCD
- Laura Casas, Foothill-DeAnza CCD
- Stephan Castellanos, San Joaquin Delta CCD
- Nancy Chadwick, Palomar CCD

**M/s (Long/Treanor) to accept the recommendation provided by the subcommittee. Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.**

**M/s (Treanor/Tanenberg) to waive the reading of Resolutions 2014-7, 2014-8 and 2014-9. Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.**
C. **M/s (Treanor/Long) to approve Resolution #2014-7 Honoring Thomas Frederic Humiston, Ed.D.** Motion carried by Roll Call Vote of 7-0, plus an advisory aye vote by Student Trustee Reyes.

D. **M/s (Treanor/Long) to approve Resolution #2014-8 to File Application for 501(c) 3 Status.** Motion carried by Roll Call Vote 7-0, plus an advisory aye vote by Student Trustee Reyes.

E. **M/s (Treanor/Conti) to approve Resolution #2014-9 - Authorization of Temporary Transfer of Funds from County of Marin for 2014/15 Fiscal Year.** Motion carried by Roll Call Vote of 7-0, plus an advisory aye vote by Student Trustee Reyes.

F. **M/s (Treanor/Tanenberg) to approve Resolution Regarding Elimination of Classified Employee Services (1.0) FTE – Layoff.** Trustee Kranenburg noted that these situations are sometimes unfortunate and that there are opportunities, offerings and services in place to assist individuals that may be affected. **Motion carried by Roll Call Vote of 7-0, plus an advisory aye vote by Student Trustee Reyes.**

G. **M/s (Conti/Long) to approve Board Meeting Calendar 2014.** There was a proposal to move the June 27 Retreat to July 1. Some trustees were not available on June 27 and some were not available on July 1. Vice President Nelson clarified for Trustees that the recommendation before the Board was to remove the July 15 Board meeting and if they were to make other changes to the calendar, it must be clear and understandable for the minutes. Trustees discussed availability for the retreat and whether it was necessary to have a meeting in July. Vice President Nelson assured Trustees that business would continue in July, absent the meeting. The Board would need to adopt a Resolution at the June meeting to authorize the Superintendent/President (or designee) to act on behalf of the Board during the month of July until the next regularly scheduled meeting and then retroactively affirm actioned approved by the Superintendent/President in July. **M/s (Conti/Long) to strike the July 15 Board meeting and change the June 27 Retreat to June 24.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

H. **M/s (Long/Bevis) to accept of Non-Cash Gifts.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

Vice President Nelson introduced and welcomed Chris Myers, who started on Monday as the Interim Director of PRIE, taking over the position left vacant by Chialin Hsieh.

I. **M/s (Tanenberg/Treanor) to approve Agreement with Northern California Career Pathways Alliance Partnership.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

J. **M/s (Treanor/Conti) to approve Agreements with Single Stop USA.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

K. **M/s (Conti/Treanor) to approve Clinical Agreements for Medical Assisting Program.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

L. **M/s (Conti/Treanor) to approve Clinical Agreements with Santa Rosa Memorial Hospital, SRM Alliance Hospital Services.** Trustee Bevis noted that we will be seeing a
lot more in career pathways and workforce development in the future. **Motion carried 7-0, plus an advisory aye vote by Student Trustee**

M. **M/s (Treanor/Tanenberg) to approve Clinical Agreement with Maxim Healthcare Services Inc.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

N. **M/s (Kranenburg/Treanor) to approve Contract for Kentfield Learning Resources Boiler Replacement Project #14-0217.** Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.

O. This item was moved and acted upon first under Section C.12. **M/s (Treanor/Kranenburg) to approve Benefit Program Plan: SISC Option.** Trustees thanked staff and the presenters, commending the process and the detail of information provided. **Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.**

P. **Modernization (Measure C)**
   1. **M/s (Kranenburg/Treanor) to approve Authorization to Bid and Pre-Authorization to Award Construction Contract and Approved Updated Project Name Austin Science Alterations 301B.** Trustee Treanor asked for clarification on the scope of the project. Ms. McCarty noted it was demolition of TB1 and MS2. **Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes.**

13. **Board Policy Review (1st Reading)**
   1. None

14. **Board Meeting Evaluation - Duplication**

15. **Future Agenda Items**
   A. Board Professional Development
   B. ARCC/Scorecard (May)

16. **Information Items (see written reports)**
   A. Contracts and Agreement for Services for February 2014
   B. Contracts and Agreement for Services for March 2014
   C. 3rd Quarter Financial Report CCSF-311Q
   D. 3/31/2014 YTD Financial Update
   E. Modernization Update
      1. Director’s Report
      2. Program Schedule
      3. Milestones Report
   F. Administrative Procedures - None
   G. Calendar of Special Events
      ▪ AGS End of Year Celebration, May 2, 2014, 5:30 p.m., Cafeteria
      ▪ IEP Graduation, May 16, 2014, 11:00 a.m., IVC
      ▪ Transfer Recognition Reception, May 21, 2014, 5:30 p.m., Cafeteria
      ▪ Golden Bell Awards, May 22, 2014, 4:30 p.m., Dominican University, San Rafael
      ▪ RN Pinning Ceremony, May 22, 2014, 6:00 p.m., James Dunn Theater
      ▪ Commencement, May 23, 2014, 6:00 p.m., Diamond Physical Education Center

It was noted that the Staff Appreciation Lunch is on May 22. Trustee Treanor noted
that Commencement is a command performance for the benefit of the new Trustees and that the Nurses Pinning is also a lovely event.

17. Correspondence

18. Board Meeting Evaluation
Comments included appreciation to staff for work and content of presentations, well managed and effective agenda management, that the Board was hard-working, intelligent, efficient, and respectful of each other. Trustee Tanenberg thanked staff and everyone for their warm welcome and for reaching out to him. There was a request to receive more information about student activities on campus and a comment that in advance of the Board Goals discussion, there should be baseline training to get everyone on the same page, in understanding the role of PRAC and our Institutional Planning Goals. Trustees thanked staff for stepping up to help in Dr. Coon’s absence. Board President O’Brien thanked the Board for being so well prepared and participating and thanked staff for a rather difficult discussion around benefits.

19. M/s (Long/Treanor) to adjourn the meeting in memory of Charles Coon. Motion carried 7-0, plus an advisory aye vote by Student Trustee Reyes. Meeting adjourned at 8:20 p.m.
First of all on behalf of the Academic Senate, I would like to thank Kristina Combs for her efforts to come up with new healthcare options and for meeting with the Senate and telling us about them.

Last week, all day Thursday, Friday and Saturday, I attended the Academic Senate of the California Community Colleges Spring 2014 Plenary Session. I think the two most important issues at hand concerned the new accreditation standards and proposed legislation to allow the CCCs to offer Bachelor degrees. Chancellor Brice talked about it in his presentation on Friday and I believe the legislature is proposing a pilot study at the moment. Saturday’s session, which is devoted to debate and voting on numerous resolutions, spent a fair amount of time debating the pros and cons. In the end the ASCCC members voted to take time to research the implications for having this option in terms of cost and funding, available facilities, faculty minimum qualifications, curriculum, etc. I will say that a BA for Nursing is supported by our Nursing department as our students only need a couple of more classes to meet the requirements for a BA. From my perspective only, anything beyond that would require careful consideration, and frankly we should probably focus on students working towards AA degrees first.

In addition, the ASCCC has prepared a 45-page document of proposed revisions to the ACCJC’s New Standards to turn in by the feedback deadline of April 30th. In other news, under the ALO hat, with the help of various discipline groups, I completed the ACCJC Annual Report, VPFCO Greg Nelson completed the financial report, and the president submitted it by the March 31st deadline. This report keeps growing...last year it was around 4 pages and this year it is over 7 pages. This year it included several requirements for “Institutional-set Standards” for overall student success rates, graduation and transfer rates, license exam passage rates, and employment after completing a CTE program. The report also required narrative answers to a number of SLO-related questions.

I also wanted to mention that in response to the article by ACCJC that appeared in the SF Chronicle on Saturday, CCSF’s Chancellor has stated that CCSF will not request “candidacy” as such a process would require withdrawing their current accreditation before the July 31st which would put CCSF students’ courses transferability in jeopardy.

--Sara McKinnon, Academic Senate President
Classified Senate Report for Board of Trustees
April 15, 2014

Good Evening,

Every semester, we invite President Coon to present a college update and take part in an open forum with the Classified Staff. The spring forum took place at this month’s meeting on April 1. President Coon and Vice President Nelson presented updates, including:

- Information about the reorganization of Maintenance & Operations and the new structure combining Admissions and & Records with Financial Aid while isolating the Bursar functions,
- An update on the college’s financial situation, and the effort to recoup student debt,
- The latest information about the Foundation, the 501c3 process, and the outlook for student scholarships, and
- The latest news from ACCJC and our upcoming self-evaluation.

These forums support the senate’s goal of building and maintaining communication bridges around campus, and after the meeting, many attendees expressed how much they appreciated hearing directly from the president and vice-president and having the chance to ask questions and participate in discussions with them.

Respectfully submitted on behalf of the Classified Senate,

Alice L. Dieli

Alice L. Dieli
Classified Senate President
### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 20, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject:</td>
<td>Academic Personnel Recommendations</td>
<td>Item No.</td>
<td>C.11.B.</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Consent Approval</td>
<td>Enclosure(s): Recommendations</td>
<td></td>
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</table>

**BACKGROUND:**

The following actions are included in the Academic Personnel Recommendations:

1. Appointment of Academic Personnel
2. Academic Personnel Request for Unpaid Leave

**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.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations


<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Barashkov, Andrei N.</td>
<td>Instructor, Spanish</td>
<td>1.0</td>
<td>1st Year Probationary</td>
<td>8/11/14</td>
</tr>
<tr>
<td>2.</td>
<td>Dunn, Jason T.</td>
<td>Instructor, Fine Arts</td>
<td>1.0</td>
<td>1st Year Probationary</td>
<td>8/11/14</td>
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<td></td>
<td></td>
<td>Sculpture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Hulin, Patricia R.</td>
<td>Instructor, Fine Arts</td>
<td>1.0</td>
<td>1st Year Probationary</td>
<td>8/11/14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sculpture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Webster, Rachael</td>
<td>Instructor, Biology</td>
<td>1.0</td>
<td>1st Year Probationary</td>
<td>8/11/14</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Appointment to 1.0 FTE, 1st Year Probationary position in Spanish.
2. Appointment to 1.0 FTE, 1st Year Probationary position in Fine Arts, Sculpture.
3. Appointment to 1.0 FTE, 1st Year Probationary position in Fine Arts, Sculpture.
4. Appointment to 1.0 FTE, 1st Year Probationary position in Biology.
### Background Information:

1. Mr. David King has requested a partial unpaid leave for Fall Semester 2014. He will carry a load of .49 FTE or 7.4 units.
2. Ms. Cara Kreit has requested a partial unpaid leave for Fall Semester 2014. She will carry a load of .82 FTE or 12.3 units. Ms. Kreit will receive 100% pay using 2.7 Banked Units.
**BOARD AGENDA ITEM**

<table>
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<tr>
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<th>Date: May 20, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
<td>C.11.C.</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>CONSENT APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>Recommendations</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The following actions are included in the Classified Personnel Recommendations:

1. Appointment of Classified Personnel
2. Resignation of Classified Personnel
3. Permanent Reassignment of Classified Personnel
4. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel

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

A. Hunter; M Kaehler, S. Villarreal, J. Gudmundsson, M. Rudolph and P. Wilson are on the non-instructional side of the 50% law.

R. Smith is on the instructional side of the 50% law.

**RECOMMENDATION:**

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

**ADMINISTRATOR INITIATING ITEM:** Kristina Combs, Executive Director of Human Resources & Labor Relations
1. APPOINTMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>*Wilson, Paul</td>
<td>Maintenance Electrician</td>
<td>1.0</td>
<td>12</td>
<td>06-16-2014</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Wilson has accepted the 1.0FTE/12MPY position of Maintenance Electrician effective June 16, 2014.

*Six-month evaluation period.
### 2. 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>
</table>

**BACKGROUND INFORMATION:**

3. PERMANENT REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hunter, Andrea</td>
<td>From: Assistant Director Financial Aid To: Financial Aid Specialist</td>
<td>1.0</td>
<td>12</td>
<td>07-01-2014</td>
</tr>
<tr>
<td>Smith, Rion</td>
<td>Instructional Specialist – English</td>
<td>From - .37 To 1.0</td>
<td>8.5</td>
<td>07-01-2014</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Pursuant to board action on March 11, 2014, Ms. Hunter as accepted the permanent reassignment effective July 1, 2014.

2. Mr. Smith will be permanently increased to 1.0FTE/8.5MPY as an Instructional Specialist in the English Department effective July 1, 2014.
4. 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>Gudmundsson, Jon</td>
<td>Lab Technician – Communications &amp; Media Services</td>
<td>1.0</td>
<td>11</td>
<td>Temp.</td>
<td>04-01-2014 – 06-30-2014 (or the completion of the project whichever comes first)</td>
</tr>
<tr>
<td>Villarreal, Seanna</td>
<td>Office Tech.</td>
<td>1.0</td>
<td>12</td>
<td>Temp.</td>
<td>08-01-2013 – 06-30-2014</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Gudmundsson will be compensated an additional $1000.00 per month in agreement with the classified association CSEA to complete project based assignments in regards to the deployment phase of the PC Upgrade Project effective April 1, 2014 through June 30, 2014 or the completion of the project whichever comes first.

2. Ms. Villarreal will be compensated an additional $212.06 per month to assume additional duties outside the scope of her current position of Office Technician as an A & R Specialist effective August 1, 2013 through June 30, 2014.

3. Ms. Rudolph will pick up additional hours to assist the Admission and Records Department to cover behind an employee out on medical leave.
BACKGROUND:

The District and CSEA have discussed and agreed to the following:

New job description:
Accounting Technician - Range 114 ($3,549.00 - $4,312.75).

Pursuant to Equity Study Implementation revised Human Resources Technician job description reflecting new range and additional duties.
Human Resources Technician – Range 118 ($3,917.88 - $4,764.50).

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 May 20, 2014; approve job descriptions and CSEA Salary Schedule.
ACCOUNTING TECHNICIAN

Purpose Statement: (Duties, General Description)
The Accounting Technician performs a variety of activities involved in the review and verification of student account balances, including receiving and reconciling payments on student accounts, processing all forms of student refunds, placing holds on student accounts, etc. This position also serves as an informational resource to students, personnel and the public concerning student account balances, maintains manual and automated student records and files; provides support in the area of fiscal services that requires independent analysis and execution; and complies with district procedures and policies.

Essential Functions:

Collect and account for monies for various student fees, tuition and other charges; count money and make correct change; prepare and issue receipts; update, balance and maintain related accounts and funds according to established procedures; reconcile daily monies collected and prepare deposits.

Prepare and verify accuracy of statement of daily deposits; prepare, process, verify, sort and distribute student refunds.

Issue parking permits collecting monies and processing, accessing Banner for input of direct paying in student account.

Review data and reports to identify issues, problems and corrective actions needed, relative to transactions in student accounts and/or other areas related to fiscal services. Process corrections as needed.

Compile, assemble and verify a variety of data and information; prepare and maintain a variety of records, reports and files related to students; establish, maintain, distribute and update student files.

Serve as an informational resource to students and others regarding discrepancies, student account balances; respond to inquiries and provide information regarding related forms, applications, schedules, catalogs, etc.

Perform a variety of clerical duties related to assigned functions; greet and assist students and other visitors; type, format, duplicate and distribute correspondence, reports and other materials; arrange appointments.

Receive, sort, open and distribute incoming mail; prepare and distribute bulk mailings and other outgoing correspondence.

Refer students to other offices, services, campus locations and resources as appropriate.

Train and provide work direction and guidance to designated staff and student workers as directed; assign duties and review work for accuracy and completeness.

Operate a variety of office equipment including a calculator, copier, fax machine, typewriter, computer and assigned software.

Assist other personnel for the purpose of supporting them in the completion of their work activities.

Compile data from a variety of sources for the purpose of complying with financial, legal and/or administrative requirements.

Evaluate situations, including disputes and/or confrontational interactions involving other staff, students, parents, the public, etc. for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution.

Maintain documents, files and records for the purpose of providing up-to-date reference and audit trail for compliance.

Monitor assigned activities and/or processes (e.g., State Licensing requirements, etc.) for the purpose of
coordinating activities and ensuring compliance with established financial, legal and/or administrative requirements.

Prepare and process written materials and documents (e.g., reports, purchase orders, correspondence, memos, forms, etc.) for the purpose of documenting activities, conveying and disseminating information to appropriate parties.

Research a variety of information for the purpose of providing information and/or recommendations for resolution.

Respond to inquiries from a variety of internal and external parties (e.g., faculty, administrators, parents, students, public agencies, etc.) for the purpose of providing information, facilitating communication among parties and/or providing direction.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)
SKILLS are required to perform multiple 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 including pertinent software applications; and preparing and maintaining accurate records. 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.

KNOWLEDGE is required to perform basic math including calculation of fractions, percents and/or ratios; read a variety of manuals, write documents following prescribed formats and/or present information before groups; and understand complex multiple step instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: codes, regulations & laws related to the job functions.

ABILITY to gather, collate, and/or analyze activity; and use basic 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; work with data of different types and/or purposes; and utilize job related equipment. In working with others, problem solving is required to analyze issues, create plans of action and reach solutions. Specific abilities required to satisfactorily perform the functions of the job include: adapting to changing work priorities; communicating with diverse groups; meeting deadlines and schedules; working with constant and sustained interruptions; multi-tasking and working with detailed information/data. 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 results, providing information and/or advising other persons; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job’s functions. There is a continual opportunity to impact the Organization’s services.

Working Environment:
The usual and customary methods of performing the job’s functions requires the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, and manual dexterity. Generally the job requires 70% sitting, 15% walking and 15% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

Minimum Qualifications/Position Requirements (Education & Experience):
High School Diploma or the Equivalent AND Job Related Experience

Desirable Qualifications: A.A. or B.S. in business or accounting; experience using Banner; accounts receivable experience

Certificates & Licenses: Valid California Drivers License

HR Drive/Recruitment/Job Description/Accounting Technician Rev. 3/28/14
Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status: Non-exempt

Date: 5/8/2014

Bargaining Unit: CSEA

Salary Range: 114

District:

[Signatures]

HR Drive/Recruitment/Job Description/Accounting Technician

Rev. 3/28/14
COLLEGE OF MARIN

CLASS TITLE: HUMAN RESOURCES TECHNICIAN

BASIC FUNCTION:

Under the direction of the Executive Director of Human Resources & Labor Relations or designee, perform a variety of technical duties in support of various classified human resources functions; prepare, maintain, process and verify various personnel data, forms, records and reports; serve as an informational resource to employees, applicants and the public regarding assigned personnel functions.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:
Perform a variety of technical duties in support of various classified human resources functions; compile, verify and process a variety of related personnel forms, data and information; respond and resolve personnel-related issues and concerns related to recruitment, employee processing, TB and fingerprint clearance, attendance records, Workers' Compensation, EDD, or other matters in a proper and timely manner.

Establish and maintain a variety of personnel files and records according to established policies and procedures; process and update records and files with new hires, employee information, changes, assignments, attendance, absences, salaries, eligibility, leave, evaluations, and other information as assigned.

Prepare, print, distribute, collect, sort, file, screen and process various forms and documents related to pre-employment matters, recruitment, payroll and personnel related documents, and other assigned personnel functions; verify various employment and personnel information; review forms for accuracy and completeness; identify errors and discrepancies; make corrections as needed.

Serve as an informational resource to employees, applicants and the public regarding personnel functions; respond to inquiries and provide information concerning related standards, time lines, position vacancies, requirements, practices, processes, policies and procedures; respond to written and verbal inquiries from outside organizations.

Receive, screen and evaluate applications and transcripts for minimum qualifications as assigned; verify applicant eligibility, employment, work experience, reference and background information; schedule and arrange related interviews and meetings; participate in interviews as directed.

Prepare, type and distribute variety of correspondence such as letters, forms, notifications, memos, requests, interview questions, criteria and flyers; receive and respond to written inquiries; assist employees and applicants in completing required forms, applications and paperwork as needed.

Provide a variety of administrative support services for the Department as assigned; initiate and receive telephone calls; greet and assist employees, applicants, or other visitors; duplicate and distribute materials; reserve rooms and equipment for meetings and interviews as assigned; manage and process department purchase orders, invoices, registrations and memberships.

Input and update personnel and payroll data, and a variety of other information in an assigned computer

HUMAN RESOURCES TECHNICIAN

April 2014
system; establish and maintain automated records and files; initiate queries and generate computerized reports and documents; verify accuracy of input and output data.

Prepare and maintain postings of College employment opportunities; arrange for advertisements as required; notify applicants of interviews and other recruitment activities; compile, assemble and distribute interview materials.

Prepare and maintain a variety of records, reports and files related to employment and recruitment, including correspondence, interviews, applicants, postings and assigned activities.

Communicate with other administrators, personnel and outside organizations to exchange information and resolve issues or concerns; refer applicants and personnel to other resources, departments and organizations as appropriate.

Operate a variety of office equipment including a copier/scanner, fax machine, computer hardware and assigned software, and other media equipment as required.

Monitor inventory levels of office and human resources supplies as required; prepare and process related purchase orders, invoices and requisitions.

Receive, sort and distribute mail as required; collect, prepare and disseminate outgoing mail for distribution.

Attend, calendar, organize and participate in various meetings, workshops and seminars as assigned.

OTHER DUTIES:
Perform related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE OF:
General human resources office functions, practices and procedures.
Processes, practices and procedures related to assigned personnel functions.
Modern office practices, procedures and equipment.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Methods of collecting and organizing data and information.
Business letter and report writing, editing and proofreading.
Data control procedures and data entry operations.
Telephone techniques and etiquette.
Record-keeping and filing techniques.

SKILLS IN:
Performing multiple technical tasks with an occasional need to upgrade skills due to changing job conditions.
Interpersonal communications, including tact, patience, and courtesy.
Using new or additional equipment brought about by new technology shall be incorporated consistent with the level of responsibility and complexity of the job.
ABILITY TO:
Maintain consistent attention to detail.
Multi-task.
Work independently.
Perform a variety of technical duties in support of various classified human resources functions.
Distribute, screen and process various personnel related forms, applications and documents.
Compile, verify and assemble data and information.
Maintain confidentiality of sensitive and privileged information.
Provide information and assistance to personnel, job applicants and the general public.
Monitor and coordinate response to various personnel needs.
Prepare and maintain a variety of personnel records, reports and files.
Compose correspondence and written materials independently or from oral instructions.
Understand and follow verbal and written instructions to completion.
Communicate effectively both verbally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Meet schedules and deadlines.
Complete work with many interruptions.
Operate a variety of office equipment, including computer hardware and assigned software.

EDUCATION AND EXPERIENCE:
- Graduation from high school or equivalent; and
- Any combination equivalent to three years' general administrative and/or human resources experience; and
- Demonstrated sensitivity to and an understanding of the diverse academic, socioeconomic, cultural and ethnic backgrounds, disabilities and learning styles of community college students and staff.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment.
Constant interruptions.

PHYSICAL DEMANDS:
Dexterity of hands and fingers to operate office equipment.
Hearing and speaking to exchange information in person, by telephone, and using other modes of media.
Sitting for extended periods of time.
Seeing to read a variety of materials.
Bending at the waist, kneeling or crouching.
Reaching overhead, above the shoulders and horizontally.
Generally the job requires 80% sitting, 10% walking and 10% standing.

CLEARANCES: Criminal Justice/Fingerprint Clearance & Tuberculin Skin Test (TB) Clearance

FLSA STATUS: Non-exempt

BARGAINING UNIT: California School Employees Association (CSEA)
The District and CSEA agree that in signing off on this job description content, the District agrees going forward to put job descriptions in the agreed upon format.

District

Lee, Corbin

CSEA

Lynn C. Yen

Mascot

May 8, 2014
To: Board of Trustees                                      Date: May 20, 2014
From: Superintendent/President                           Item & File No. C.11.E.
Subject: Classified Personnel Reclassification
Reason for Board Consideration:

CONSENT APPROVAL

BACKGROUND:

The District has determined it necessary to modify the existing Accounting Specialist to Staff Accountant.

The District and CSEA have agreed on the following changes in the Fiscal Services area effective May 1, 2014.

1. Change the title of Accounting Specialist – Range 118 ($3917.88-$4764.50) held by Natalie Barzegar 1.0 FTE, to Staff Accountant – Range 125 ($4657.30 – $5659.90).

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the following action effective May 20, 2014; approval of revised job description and CSEA Salary Schedule.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Relations & Labor Relations
STAFF ACCOUNTANT

Purpose Statement: (Duties, General Description)
The Staff Accountant provides a variety of fiscal services relating to various College of Marin and Associated Students' funds, student account balances, and cash management, ensuring that fiscal practices are followed, disbursement of funds is within proper and legal guidelines, detailed records of all activities and transactions are maintained, and cash balances are properly reconciled. The position also serves as a lead, providing direction and assisting other staff with resolving work-related issues, under the direction of the Senior Accountant.

Essential Functions:
Responds to inquiries from students, staff, vendors, etc. for the purpose of providing information and/or direction on procedures and conveying information necessary to complete transactions.

Maintains a variety of fiscal information, e.g., financial reporting, files and records (e.g., accounts payable, accounts receivable, student activities, contracts, student accounts, etc.) for the purpose of providing an up-to-date reference and audit trail for compliance.

Monitors account balances and related financial activity for the purpose of ensuring that allocations are accurate, related revenues are generated, expenses are within budget limits and/or fiscal practices are followed.

Prepares and/or reviews deposits for district and ASB funds (e.g., Long-term Tenants, campus bookstore, Community Ed, student enrollment fees, cash, etc.) for the purpose of ensuring the accuracy and timely completion of transactions.

Prepares written materials (e.g., loan reports, tax reports, nonprofit reports, financial statements, cyclical and special reports, rosters, memos, letters, COTOP forms, 1099’s, 990’s, 1098-T’s, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.

Prepares financial statements for the purpose of documenting activities and meeting the District’s fiscal budgeting and reporting requirements.

Processes a variety of fiscal information (e.g., accounts receivable, healthcare benefits billing, deposits, refunds, purchase orders/requisitions, correspondence, etc.) for the purpose of updating information and/or authorizing final action in compliance with accounting requirements.

Reconciles cash and/or account balances (e.g., student account balances, ASB accounts, bank accounts, financial aid disbursements, healthcare reconciliation benefits, etc.) for the purpose of maintaining accurate balances and complying with accounting practices.

Researches discrepancies of financial information and/or documentation (e.g., purchase orders, invoices, etc.) for the purpose of ensuring accuracy and adhering to procedures prior to processing for action.

Supports the financial reporting and accounting function for the Associated Student bodies and various district funds for the purpose of ensuring compliance with established accounting and/or reporting requirements.

Participates in the development and maintenance of policy and procedural changes, including documenting work processes for assigned tasks.

Remains current with changes in legal and procedural requirements for financial, budgeting, tax and...
COLLEGE OF MARIN
JOB DESCRIPTION

accounting operations.

Acts as “lead” for other staff in Fiscal Services.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)
SKILLS are required to perform multiple technical tasks with a need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: utilizing pertinent software applications; preparing and maintaining accurate records; and performing basic to complex bookkeeping/accounting procedures, including account and bank reconciliations. Use of new or additional equipment/software brought about by new technology shall be incorporated consistent with the level of responsibility and complexity of this job.

KNOWLEDGE is required to perform business math including calculation of fractions, percents and/or ratios; interpret written procedures; read a variety of manuals, write documents following prescribed formats and/or present information before groups; and understand complex multiple step instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: accounting/bookkeeping principles.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and use basic 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; work with data of different types and/or purposes; and utilize job related equipment. In working with others, problem solving is required to analyze issues, create plans of action and reach solutions; data analysis and evaluation is significant; and with computer equipment it is significant. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; meeting deadlines and schedules; and working with constant interruptions. Sensitivity to and understanding of the diverse academic, socioeconomic, cultural and ethnic backgrounds, disabilities and learning styles of community college students and staff.

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, and handling. Generally the job requires 60% sitting, 20% walking and 20% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

Minimum Qualifications: (Position Requirements) (Education & Experience)
Community College and/or Vocational School Degree with study in job related area OR
Experience in lieu of education (on a year for year basis)

Desirable Qualifications: Bachelor’s Degree in Business Administration, concentration in Accounting

Clearances: Criminal Justice/Fingerprint & TB Clearance

FLSA Status: Non-Exempt

Date: 5/8/14

Bargaining Unit: CSEA

Salary Range: 125
ACCOUNTING SPECIALIST

Purpose Statement: (Duties, General Description)
The Accounting Specialist provides an array of fiscal services relating to College of Marin and Associated Students' accounts ensuring that fiscal practices are followed and disbursement of funds is within proper and legal guidelines, and maintaining detailed records of all activities and transactions.

Essential Functions:
Informs students, district personnel and/or vendors regarding required documentation and/or procedures for the purpose of conveying information necessary to complete transactions.

Maintains a variety of fiscal information, files and records (e.g. accounts payable, accounts receivable, student activities, contracts, etc.) for the purpose of providing an up-to-date reference and audit trail for compliance.

Monitors account balances and related financial activity for the purpose of ensuring that allocations are accurate, related revenues are generated, expenses are within budget limits and/or fiscal practices are followed.

Prepares deposits for district and ASB funds (e.g. Long-term Tenants, Barnes and Noble, Community Ed, cash, etc.) for the purpose of ensuring the accuracy and timely completion of transactions.

Prepares written materials (e.g. loan reports, tax reports, nonprofit reports, financial statements, cyclical and special reports, rosters, memos, letters, 1099’s, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.

Prepares financial statements for the purpose of documenting activities and meeting the District's fiscal reporting requirements.

Processes a variety of fiscal information (e.g. accounts receivable, healthcare benefits billing, deposits, refunds, purchase orders/requisitions, etc.) for the purpose of updating information and/or authorizing final action in compliance with accounting requirements.

Reconciles cash and/or account balances (e.g. ASB accounts, bank accounts, financial aid disbursements, healthcare reconciliation benefits, etc.) for the purpose of maintaining accurate balances and complying with accounting practices.

Researches discrepancies of financial information and/or documentation (e.g. purchase orders, invoices, etc.) for the purpose of ensuring accuracy and adhering to procedures prior to processing for action.

Responds to inquiries from students, staff, vendors, etc. for the purpose of providing information and/or direction.

Supports the financial reporting and accounting function for the Associated Students (IVC, Kentfield, and Emeritus) for the purpose of ensuring compliance with established accounting and/or reporting requirements.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)
SKILLS are required to perform multiple technical tasks with a need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: utilizing pertinent software applications; preparing and maintaining accurate records; and performing basic to complex bookkeeping/accounting procedures, including accounting and bank reconciliations. Use of new or additional equipment/software brought about by new technology shall be incorporated consistent with the level of responsibility and complexity of this job.
KNOWLEDGE is required to perform business math including calculation of fractions, percents and/or ratios; interpret written procedures; read a variety of manuals, write documents following prescribed formats and/or present information before groups; and understand complex multiple step instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: accounting/bookkeeping principles.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and use basic 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; work with data of different types and/or purposes; and utilize job related equipment. In working with others, problem solving is required to analyze issues, create plans of action and reach solutions; data analysis and evaluation is significant; and with computer equipment it is significant. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; meeting deadlines and schedules; and working with constant interruptions. Sensitivity to and understanding of the diverse academic, socioeconomic, cultural and ethnic backgrounds, disabilities and learning styles of community college students and staff.

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, and handling. Generally the job requires 50% sitting, 20% walking and 20% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

Minimum Qualifications: (Position Requirements)
(Education & Experience)
Community College and/or Vocational School Degree with study in job related area OR Experience in lieu of education (on a year for year basis)

Desirable Qualifications:

Certificates & Licenses:

Clearances: Criminal Justice/Fingerprint

TB Clearance

FLSA Status: Non Exempt

Date: June 28, 2006

Bargaining Unit: CSEA

Salary Range: $1
To: Board of Trustees  Date: May 20, 2014
From: Superintendent/President  Item#: C.11.F.
Subject: Educational Management Personnel Salary Adjustment

Reason for Board Consideration: Enclosure(s) Salary Schedule

BACKGROUND:

1. Change in Salary Range for Educational Management Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the change in Salary Range for Educational Management Personnel.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. **Change in Salary Range for Educational Management Personnel**

   **Revised**

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<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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**BACKGROUND INFORMATION:**

## I. SALARY SCHEDULE

### LONGEVITY INCREMENTS

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### 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 retiree 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>
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<tbody>
<tr>
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<td>Vice President</td>
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<tr>
<td>6</td>
<td>Assistant Vice President</td>
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<td></td>
<td>Director of Modernization</td>
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<td></td>
<td>Chief Information Officer/Director of Information Technology</td>
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<td></td>
<td>Executive Dean of Indian Valley Campus, Workforce and Economic Development</td>
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<tr>
<td></td>
<td>Executive Director of Communications, Community Relations and Advancement</td>
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<td>Executive Director, Human Resources and Labor Relations</td>
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<tr>
<td>5</td>
<td>Dean of Arts and Humanities</td>
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<td>Dean of Enrollment Services</td>
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<tr>
<td></td>
<td>Dean of Math, Sciences, and Learning Technology</td>
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<td></td>
<td>Director of Planning Research and Institutional Effectiveness</td>
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<td>Dean of Student Success</td>
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<tr>
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<td>Assistant Dean of Enrollment Services/Student Financial Assistance</td>
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<td></td>
<td>Director of Facilities Planning, Maintenance and Operations</td>
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<td>Director of Financial Aid and Career Services</td>
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<td>Director of Fiscal Services</td>
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<td>Director of Nursing</td>
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<td>Director of Library Services</td>
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<td>Director of Physical Education and Athletics</td>
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<td>Director of Student Affairs and Health Center</td>
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<td>Director of Community Education, Lifelong Learning and International Education</td>
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<td>Director of Child Development Program</td>
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REVISED BOARD AGENDA ITEM

To: Board of Trustees          Date: May 20, 2014
From: Superintendent/President Item#:  C.11.G.
Subject: Change in Educational Management Job Descriptions for Dean of Math & Sciences, Dean of Health Sciences and Director of Planning, Research and Institutional Effectiveness (PRIE)

Reason for Board Consideration: CONSENT APPROVAL

Enclosure(s): Current and Proposed Job Descriptions

BACKGROUND:
With the retirement of the Dean of Math and Sciences, the end of the Interim Director of Nursing appointment on June 30, 2014 and the resignation of the Director of Planning, Research & Institutional Effectiveness (PRIE), management reviewed the job descriptions and made minor substantive changes. The current and proposed job descriptions are attached for your review.

1. Change in Job Descriptions for Educational Management Positions

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the change to Educational Management Job Descriptions.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
DEAN OF MATH AND SCIENCES

Purpose Statement: (Duties, General Description)
Reporting to the Vice President of Student Learning, the Dean of an academic division is responsible for providing leadership and vision, as a member of the District management team, for building and fostering a collaborative consultation process in the planning, implementation and evaluation of a variety of academic and student learning support programs, and services, including division and department budgeting, research, reporting, accreditation recommendations and standards, student learning outcomes assessment, program review, technological advancement, and fiscal accountability. The Dean administers and implements District policies, collective bargaining agreements, accrediting commission recommendations and standards, Equal Opportunity statutes, State and Federal codes, local laws and other regulations as applicable, to assure compliance and continual modernization throughout all division and department learning programs, services and activities, and their fiscal management, in order to support and foster the District mission.

Essential Functions:

a. Plan, implement and evaluate short- and long-range strategies, goals and objectives for division and department curriculum, student learning outcome and related programs, projects, staffing, accountability, services, activities, and facilities utilization, in conjunction with senior administrative staff, faculty senate representatives and other groups as appropriate. Research, recommend, develop and foster partnerships with other educational institutions, community organizations, government agencies, corporations and local businesses, in conjunction with administrators, faculty and other staff.

b. Develop class schedules and student learning support programs, pursuant to proper course articulation policies and standards, student diversity, student needs, and program requirements, and in collaboration with department chairs, faculty and other staff as appropriate. Collaborate with academic and student support program managers, faculty and appropriate staff to build, foster and advance student-centered programs, services and activities.

c. Direct, supervise and evaluate the work of division and department directors, supervisors, chairs, coordinators and staff, in compliance with collective bargaining agreements, District policies and established procedures. Plan and project short- and long-range staffing requirements, in conjunction with senior administrators, faculty and staff. Design and recommend services and activities that comply with and foster advancement of Equal Opportunity policies and procedures. Provide leadership in the development and implementation of division and department communication channels and participatory governance. Direct and monitor the work of division faculty and other staff on special projects and initiatives.

d. Provide leadership and participate in the planning, development, implementation and evaluation of division and department budgets, under direction of senior management staff. Research, develop, recommend, implement and evaluate externally funded initiatives and opportunities. Plan and recommend resource allocations that support instructional and student support programs including staffing, technology, facilities and fiscal accountability.

e. Participate in participatory governance consultations and collaboration with the Academic Senate and other faculty groups on a variety of institutional issues. Provide guidance to, and receive recommendations from the Academic Senate and other representative organizations, as applicable, regarding the planning, implementation and review of academic programs, services, activities and related matters.

f. Research, develop, and recommend advancements in the use of computer and instructional technology across all division and department programs and services, and in the administration and implementation of student learning programs, reporting, services and activities.
g. Complete and submit timely and accurate reports, as required by senior management staff and by various State and Federal agencies.

h. Lead the planning and implementation of the capital improvement plan for areas of supervision.

i. Perform other related duties as assigned by senior management staff.

Other Functions:
Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)
SKILLS are required to perform single 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 equipment used in computer lab, preparing and maintaining accurate records; and operating standard office equipment, including 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.

KNOWLEDGE is required to perform basic math including calculation of fractions, percents 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: standard library practices and computer equipment, Macintosh, personnel computers and peripheral equipment; Internet and software applications.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and coordinate a number of factors in the use of equipment. Flexibility is required to work with others under a 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 diversity of individuals and/or groups; work with data of different types and/or purposes; and utilize job related equipment. In working with others, some problem solving is required to analyze issues, create plans of action and reach solution; with data it is limited; and with equipment it is moderate. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; setting priorities; working as part of a team; working with constant 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 independently under broad organizational policies with supervision focusing on results to organizational objectives; managing multiple departments; and supervising the use of funds. Significant utilization of resources from other work units is required to perform the job’s functions. There is an opportunity to impact the Organization’s services.

Working Environment:
The usual and customary methods of performing the job’s functions requires the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, and manual dexterity. Generally the job requires 50% sitting, 20% walking and 30% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.
Minimum Qualifications:  (Position Requirements)  
(Education & Experience)

a. Possession of a Master’s degree from an accredited college or university in a subject area that is taught in the California Community College system

b. One year of formal training, internship or leadership experience reasonably related to the administrative assignment, which may, but need not be concurrent with the required full time service.

c. Or, the equivalent (1 and 2 above).

d. Extensive experience with public contact and demonstrated skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds. Demonstrated sensitivity to, and understanding of the diverse academic socioeconomic, cultural, disability and ethnic backgrounds of community college students.

Desirable Qualifications:
1. Previous experience in higher education leadership that has included curriculum and student support program development; coordinating the work of staff; and experience in budget development and maintenance.
2. Possession of a Master’s degree from an accredited college or university in one of the disciplines taught in the division.
3. Previous experience as an instructor, counselor or related faculty position in one or more areas of supervision.
4. Working knowledge of the State and Federal codes, statutes and regulations that govern California community college instructional and student learning programs, including those relevant to the role of the Academic Senate in issues of participatory governance.
5. Demonstrated skill in participatory governance and collaboration with faculty and administrative staff.
6. Demonstrated skill in the practical use of computer and instructional technology to facilitate and support student learning and staff productivity.
7. Demonstrated skill in written communication, including reporting and funding proposals.
8. Demonstrated skill in oral communication, including public speaking and group meeting facilitation.
9. Demonstrated ability to work effectively as part of a management team.

Certificates & Licenses:

Clearances:  Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status:  Exempt

Date:  October 30, 2006

Classification Category:  Educational Administrative

Salary Range:  5
DEAN OF MATH AND SCIENCES

Purpose Statement:  (Duties, General Description)
Reporting to the Vice President of Student Learning, the Dean of Math and Sciences is responsible for providing leadership and vision, as a member of the District management team, for building and fostering a collaborative consultation process in the planning, implementation and evaluation of a variety of academic and student learning support programs, and services, including division and department budgeting, research, reporting, accreditation recommendations and standards, student learning outcomes assessment, program review, technological advancement, and fiscal accountability. The Dean administers and implements District policies, collective bargaining agreements, accrediting commission recommendations and standards, Equal Opportunity statutes, State and Federal codes, local laws and other regulations as applicable, to assure compliance and continual modernization throughout all division and department learning programs, services and activities, and their fiscal management, in order to support and foster the District mission.

Essential Functions:

a. Plan, implement and evaluate short- and long-range strategies, goals and objectives for division and department curriculum, accreditation requirements, including student learning outcomes, program review, and related programs, projects, staffing, accountability, services, activities, and facilities utilization, in conjunction with senior administrative staff, faculty senate representatives and other groups as appropriate. Research, recommend, develop and foster partnerships with other educational institutions, community organizations, government agencies, corporations and local businesses, in conjunction with administrators, faculty and other staff.

b. Develop class schedules and student learning support programs, pursuant to proper course articulation policies and standards, student diversity, student needs, and program requirements, and in collaboration with department chairs, faculty and other staff as appropriate. Collaborate with academic and student support program managers, faculty and appropriate staff to build, foster and advance student-centered programs, services and activities.

c. Direct, supervise and evaluate the work of division and department directors, supervisors, chairs, coordinators and staff, in compliance with collective bargaining agreements, District policies and established procedures. Evaluate part-time faculty and probationary, tenure-track faculty; provide orientation for new faculty.

d. Plan and project short- and long-range staffing requirements, in conjunction with senior administrators, faculty and staff. Design and recommend services and activities that comply with and foster advancement of Equal Opportunity policies and procedures. Provide leadership in the development and implementation of division and department communication channels and participatory governance. Direct and monitor the work of division faculty and other staff on special projects and initiatives.

e. Provide leadership and participate in the planning, development, implementation and evaluation of division and department budgets, under direction of senior management staff. Research, develop, recommend, implement and evaluate externally funded initiatives and opportunities. Plan and recommend resource allocations that support instructional and student support programs including staffing, technology, facilities and fiscal accountability.

f. Participate in participatory governance consultations and collaboration with the Academic Senate and other faculty groups on a variety of institutional issues. Provide guidance to, and receive recommendations from the Academic Senate and other representative organizations, as applicable, regarding the planning, implementation and review of academic programs, services, and activities and related matters.
g. Research, develop, and recommend advancements in the use of instructional technology across all division and department programs and services, and in the administration and implementation of student learning programs, reporting, services and activities.

h. Complete and submit timely and accurate reports, as required by senior management staff and by various State and Federal agencies.

i. Perform other related duties as assigned by senior management staff.

Other Functions:
Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.

Knowledge, Skills and Abilities: (Desirable Attributes & Skills)
SKILLS are required to perform single 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 equipment used in computer lab, preparing and maintaining accurate records; and operating standard office equipment, including 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.

KNOWLEDGE is required to perform basic math including calculation of fractions, percents 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: standard library practices and computer equipment, Macintosh, personnel computers and peripheral equipment; Internet and software applications.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and coordinate a number of factors in the use of equipment. Flexibility is required to work with others under a 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 diversity of individuals and/or groups; work with data of different types and/or purposes; and utilize job related equipment. In working with others, some problem solving is required to analyze issues, create plans of action and reach solution; with data it is limited; and with equipment it is moderate. Specific abilities required to satisfactorily perform the functions of the job include: communicating with diverse groups; setting priorities; working as part of a team; working with constant 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 independently under broad organizational policies with supervision focusing on results to organizational objectives; managing multiple departments; and supervising the use of funds. Significant utilization of resources from other work units is required to perform the job’s functions. There is an opportunity to impact the Organization’s services.

Working Environment:
The usual and customary methods of performing the job’s functions requires the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, and manual dexterity. Generally the job requires 50% sitting, 20% walking and 30% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.
Minimum Qualifications: (Position Requirements)  
(Education & Experience)

a. Possession of a Master’s degree from an accredited college or university in a subject area that is taught in the California Community College system

b. One year of formal training, internship or leadership experience reasonably related to the administrative assignment, which may, but need not be concurrent with the required full time service.

c. Or, the equivalent (1 and 2 above).

d. Extensive experience with public contact and demonstrated skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds. Demonstrated sensitivity to, and understanding of the diverse academic socioeconomic, cultural, disability and ethnic backgrounds of community college students.

Desirable Qualifications:

1. Previous experience in higher education leadership that has included curriculum and student support program development; coordinating the work of staff; and experience in budget development and maintenance.

2. Possession of a Master’s degree from an accredited college or university in one of the disciplines taught in the division.

3. Previous experience as an instructor, counselor or related faculty position in one or more areas of supervision.

4. Working knowledge of the State and Federal codes, statutes and regulations that govern California community college instructional and student learning programs, including those relevant to the role of the Academic Senate in issues of participatory governance.

5. Demonstrated skill in participatory governance and collaboration with faculty and administrative staff.

6. Experience in writing successful grant proposals

7. Demonstrated skill in the practical use of computer and instructional technology to facilitate and support student learning and staff productivity.

8. Demonstrated skill in written communication, including reporting and funding proposals.

9. Demonstrated skill in oral communication, including public speaking and group meeting facilitation.

10. Demonstrated ability to work effectively as part of a management team.

Certificates & Licenses:

Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status: Exempt

Date: May 20, 2014

Classification Category: Educational Administrative

Salary Range: MGMT 5.0 or 5.1 (depending on background and experience)
DIRECTOR OF NURSING

Purpose Statement: (Duties, General Description)
Reporting to an educational dean, the Director of Nursing serves as the first-line administrator and program planner for a variety of instructional and learning support services related to the nursing and fire technology/emergency medical technician training programs. The Director is responsible, as a member of the District management team, for building and fostering a collaborative consultation process in the planning, implementation and evaluation of instructional and learning support programs for these programs, including department budgeting, research, reporting, accreditation recommendations and standards, student outcomes assessment, program review, technological advancement, and fiscal accountability. The Director administers and implements District policies, collective bargaining agreements, Equal Opportunity statutes, State and Federal codes, hospital, medical and other local laws and regulations as applicable, to assure compliance throughout all department learning programs, services and activities, and their fiscal management, in order to support and foster the District mission.

Essential Functions:
Confer with deans and other managers and staff to plan, implement and evaluate short- and long-range strategies, goals and objectives for curriculum, student learning programs, projects, staffing, accountability, safety, services, activities, and facilities utilization. Research, recommend, develop and foster partnerships with other educational institutions, State and local medical agencies and organizations, hospitals and other medical facilities, medical and community organizations, government agencies, corporations and local businesses, in conjunction with other administrators, faculty and staff.

Collaborate with deans, faculty and staff to develop class schedules and student learning support programs, pursuant to proper course articulation policies and standards, student diversity, State and local medical training standards and regulations, enrollment services, licensing and certification standards, student needs, and program requirements. Collaborate with academic and student support program managers, faculty and appropriate staff to build, foster and advance student-centered programs, services and activities that are integrated with division goals and objectives.

Direct, supervise and evaluate the work of supervisors, coordinators and staff, in compliance with collective bargaining agreements, District policies and established procedures. Plan and project short- and long-range staffing requirements in conjunction with senior administrators, faculty chairs and staff. Design and recommend services and activities that comply with and foster advancement of Equal Opportunity policies and procedures. Provide leadership in the development and implementation of department communication channels and participatory governance.

Plan, train, direct and coordinate safety procedures and regulations related to off-site student learning programs. Collaborate with hospital and other medical staff regarding student nursing internships, credit course work, work-study on-site experience, and other activities, student supervision and activity coordination.

Provide leadership and participate in the planning, development, implementation and evaluation of department budgets, under direction of academic deans and other staff. Research, develop, recommend, implement and evaluate externally funded initiatives and opportunities. Plan and recommend resource allocations that support instructional and student support programs including staffing, technology, facilities and fiscal accountability.

Research, develop, collaborate and prepare grants and other external funding proposals. Administer categorically funded budgets. Compile data for, prepare and present financial, statistical, demographic and other regular and special reports. Direct and monitor faculty and staff work on funding initiatives.

Participate with deans and other management staff in shared governance consultations and collaboration with senate and other faculty groups on a variety of institutional issues. Provide guidance to, receive, and
present recommendations from faculty senate and other representative organizations, as applicable, regarding the planning, implementation and review of academic programs, services, activities and related matters.

Research, develop, and recommend advancements in the use of computer and instructional technology across all department curriculum, programs and services, and in the administration and implementation of student learning programs, reporting, services and activities.

Use a variety of computer software to set up, compose and maintain program documentation, student files, correspondence, demographics and statistical information, State and other required reports, informational materials, department equipment and materials inventory, and other data.

Perform other related duties as assigned.

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

- Previous experience in higher education leadership that has included curriculum and student support program development in Nursing; health education internship or similar student training programs; coordinating the work of staff; and experience in budget development and maintenance.
- Previous experience as an instructor, counselor or related faculty position.
- Working knowledge of the State and Federal codes, statutes and regulations that govern California community college instructional and student learning programs of health education, including licensing and certification requirements as specified by the Board of Registered Nursing.
- Demonstrated skill in shared governance and collaboration with faculty, administrative and classified staff.
- Demonstrated skill in the practical use of computer and instructional technology to facilitate and support student learning and staff productivity.
- Demonstrated skill in written communication, including reporting and funding proposals.
- Demonstrated skill in oral communication, including public speaking and group meeting facilitation.
- Demonstrated ability to work effectively as part of a management team.

Physical/Other Requirements:
In accordance with the Americans with Disabilities Act, the following physical, mental and other abilities are required in order to perform the essential functions of this classification: complex data comparison, analysis, and synthesis; attention to detail; exposure to chemicals and fumes; public speaking to small and large groups; persuasive communication; negotiation; multi-tasking; flexibility; adaptability; tact and sensitivity.

Minimum Qualifications/Position Requirements (Education & Experience):
1. A Master’s or higher degree from an accredited college or university in nursing, education or administration;
2. A minimum of one year’s experience in a nursing education administrative position with validated performance of administrative responsibilities consistent with section 1420(h);
3. A minimum of two years’ experience teaching in pre- or post-licensure nursing programs;
4. At least one year’s experience as a registered nurse providing direct patient care;
5. Equivalent experience and/or education as determined by Board;
6. Clear and active Registered Nursing License issued by the Board;
7. Extensive experience in public contacts that has demonstrated skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds. Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.
Clearances:  Criminal Justice/Fingerprint Clearance & TB Clearance

Classification Category:
The Director of Nursing is an educational administrative position, and in compliance with all applicable sections of the California Education Code, Board of Registered Nursing (RN), and Department of Transportation (EMT), serves as Program Administrator.

FLSA Status:  Exempt

Date:  April 29, 2013

Salary Range:  Management Level 5
DEAN OF HEALTH SCIENCES

DEAN OF HEALTH SCIENCES

Purpose Statement: (Duties, General Description)
Reporting to the Vice President of Student Learning, the Dean of Health Sciences serves as the primary administrator for programs in nursing and allied health sciences. The Dean of Health Sciences is responsible for overall management of division programs and fostering a collaborative environment to facilitate program and student success. Responsibilities include budget development and management, curriculum development, faculty and staff supervision and evaluation and serving as the nursing program representative to regulatory organizations. The Dean is responsible for supporting the college mission, implementing college policies, and assuring compliance of all applicable educational codes in addition to state and federal laws.

Essential Functions:
Collaborate with college administration, management, staff and faculty plan, implement and evaluate short- and long-range strategies, goals and objectives for nursing and allied health sciences, student learning programs, projects, staffing, accountability, safety, services, activities, and facilities utilization. Research, recommend, develop and foster partnerships with other educational institutions; State and local healthcare agencies and organizations; hospitals and other healthcare facilities; nursing, healthcare, and community organizations; government agencies; corporations and local businesses, in conjunction with other administrators, faculty and staff.

Collaborate with faculty and staff to develop class schedules and student learning support programs, pursuant to proper course articulation policies and standards, student diversity, State and local healthcare training standards and regulations, enrollment services, licensing and certification standards, student needs, and program requirements. Collaborate with academic and student support program managers, faculty and appropriate staff to build, foster and advance student-centered programs, services and activities that are integrated with division goals and objectives.

Direct, supervise and evaluate the work of supervisors, coordinators and staff, in compliance with collective bargaining agreements, District policies and established procedures. Plan and project short- and long-range staffing requirements, in conjunction with senior administrators, faculty chairs and staff. Design and recommend services and activities that comply with and foster advancement of Equal Opportunity policies and procedures. Provide leadership in the development and implementation of department communication channels and participatory governance.

Plan, train, direct and coordinate safety procedures and regulations related to off-site student learning programs. Collaborate with hospital and other healthcare staff regarding student nursing and other health science internships, credit course work, work-study on-site experience, and other activities, student supervision and activity coordination.

Provide leadership and participate in the planning, development, implementation and evaluation of department budgets, under direction of the Vice President of Student Learning. Research, develop, recommend, implement and evaluate externally funded initiatives and opportunities. Plan and recommend resource allocations that support instructional and student support programs including staffing, technology, facilities and fiscal accountability.

Research, develop, collaborate and prepare grants and other external funding proposals. Administer categorically funded budgets. Compile data for, prepare and present financial, statistical, demographic and other regular and special reports. Direct and monitor faculty and staff work on funding initiatives.

Participate with other management staff in shared governance consultations and collaboration with academic senate, faculty groups, and classified staff on a variety of institutional issues. Provide guidance to, receive, and present recommendations from faculty senate and other representative organizations, as
applicable, regarding the planning, implementation and review of academic programs, services, activities and related matters.

Research, develop, and recommend advancements in the use of instructional technology across all department curriculum, programs and services, and in the administration and implementation of student learning programs, reporting, services and activities.

Develop program documentation, student files, correspondence, demographics and statistical information, State and other required reports, informational materials, department equipment and materials inventory, and other data.

Perform other related duties as assigned.

Minimum Qualifications/Position Requirements (Education & Experience):
The Dean of Health Sciences must meet the requirements to serve as the Director of the Registered Nursing program. These requirements include, but are not limited to:

1. A Master’s or higher degree from an accredited college or university which includes course work in nursing, education or administration; and
2. Minimum of one year’s experience in an administrative position with validated performance of administrative responsibilities including coordinating and directing all activities in development, implementation and management of a nursing program including fiscal management; and
3. Minimum of two years’ experience teaching in pre- or post-licensure nursing programs; and
4. At least one year’s experience as a registered nurse providing direct patient care as a registered nurse or the equivalent, to be determined by the California Board of Registered Nursing; and
5. Active Registered Nursing license issued by the Board or eligibility to obtain California RN licensure; and
6. Experience and demonstrated skill in effective communication with diverse groups; and
7. Demonstrated sensitivity to and an understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students, college staff and community members.

Physical/Other Requirements:
In accordance with the Americans with Disabilities Act, the following physical, mental and other abilities are required in order to perform the essential functions of this classification: complex data comparison, analysis, and synthesis; attention to detail; exposure to chemicals and fumes; public speaking to small and large groups; persuasive communication; negotiation; multi-tasking; flexibility; adaptability; tact and sensitivity.

Desirable Qualifications:
- Previous experience in higher education leadership including expertise in curriculum and student success activities.
- Knowledge of nursing regulations, accreditation standards, and State/Federal codes, statutes and regulations that govern California community college instructional and student learning programs relating to nursing and allied health sciences.
- Demonstrated skill in shared governance and collaborative management.
- Demonstrated skill in written and verbal communication with expertise in working with community groups.
- Expertise in writing and managing grants.
- Demonstrated ability to function effectively as a member of the management team.

Classification Category:
The Dean of Health Sciences is an Educational Administrative position, and in compliance with all applicable sections of the California Education Code and Board of Registered Nursing (RN), Department of Transportation (EMT), and Laboratory Services (Phlebotomy), serves as Program Administrator.

Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status: Exempt

Date: May 20, 2014

Salary Level: MGMT 5.0 or 5.1 (depending on background and experience)
DIRECTOR OF PLANNING, RESEARCH, AND INSTITUTIONAL EFFECTIVENESS

Educational Management position

Purpose Statement: (Duties, General Description)
Reporting to the Superintendent/President, the Director of Planning, Research, and Institutional Effectiveness is responsible for providing leadership, vision, and direction in collaboration with the President's Cabinet, for activities related to institutional planning, research, and institutional effectiveness within the District. The position will coordinate and supervise the systematic integration of planning, research, professional development, and accreditation. This position may also assume other related duties as assigned.

Essential Functions:
Under the direction of the Superintendent/President, plans, organizes, controls and directs operations and activities involved in the research, review, analysis, interpretation and reporting of a variety of data and information used in assessing institutional effectiveness, assisting with College planning, accreditation, decision-making, program reviews, student learning outcomes, and determining implications of College practices, policies, measures and procedures; develops and implements related projects, studies, surveys, support and reporting systems and procedures; implements and evaluates short- and long-range strategies, goals and objectives for College strategic planning. Supervises and evaluates the performance of assigned personnel.

In consultation with the Vice Presidents and other constituent groups, provides leadership for, and implements an aggressive research and assessment agenda for the District; develops, coordinates and maintains an annual planning calendar for on-going and ad-hoc institutional research and assessment. Duties of this position are focused on assisting the College’s efforts to increase the effectiveness of enrollment, retention, and student success.

Oversees and directs the institutional effectiveness function and in collaboration with the President and Vice Presidents, monitors progress and reviews end products to ensure that reports and information are delivered in a timely manner. Provides leadership and implements the annual Research Plan.

Directs environmental scanning efforts to support the planning processes and works to establish and maintain effective linkages between College planning and institutional assessment cycles related to institutional effectiveness. Maintains a systematic and integrated planning and review process aligned with the College’s Educational Master Plan, Strategic Plan, accreditation process, and other planning related requirements.

Provides assistance and counsel in the analysis and interpretation of academic, services, and administrative data and takes a leadership role in Program Review and the use of information in College decision-making.

Coordinates the planning of resource development throughout the District in conjunction with the President’s Cabinet and in support of strategic planning goals. Consults with College departments, faculty and staff relative to resource development needs, opportunities and obligations.

Supports and works collaboratively with the District’s professional development personnel and assists in training activities. Develops, provides or secures workshops and other training resources in support of College personnel development activities based on the annual Professional Development Plan.

Serves as the district’s Accreditation Liaison Officer in monitoring and conducting Accrediting Commission for Community and Junior Colleges (ACCJC) and Western Association of Colleges and Schools (WASC) accreditation activities. Coordinates compliance with ACCJC deadlines and requirements. Prepares required annual accreditation reports; directs studies in preparation for accreditation reviews; coordinates and arranges accreditation visits.

Coordinates, develops and maintains decision-making support and reporting systems and procedures according to College needs, goals and objectives; determines scope of systems and develops related
COLLEGE OF MARIN
JOB DESCRIPTION

specifications, designs and tools; develops measures for decision-making; provides training and assistance to administrators and personnel concerning the utilization of systems and measures.

Serves on the Planning and Resource Allocation Committee (PRAC) as a resource; collaborates with PRAC members and others in reviewing, interpreting and determining implications of various College practices and measures of institutional effectiveness; coordinates and participates in the development and analysis of related data.

Collaborates with others in determining educational and financial effectiveness, and operational efficiency of various College departments, programs and services; provides technical assistance and recommendations in the planning and development of practices, policies, measures and procedures to enhance educational and financial effectiveness and operational efficiency.

Provides consultation to administrators, faculty, staff, committees and others concerning institutional planning, effectiveness, accreditation, student learning outcomes and decision-making; responds to inquiries, resolves issues and conflicts, and provides detailed and technical information concerning related data, research, projects, reports, studies, systems, practices, measures, programs, policies and procedures.

Prepares a variety of mandated and requested College, State and federal reports related to the Integrated Post-secondary Educational Data Systems (IPEDS), decision support, accreditation, apportionment, course demand, productivity, financial activity, students, institutional effectiveness, demographics, programs, enrollment, practices, procedures and assigned activities.

Prepares and evaluates College plans according to established timelines; coordinates, develops and maintains planning materials, goals and objectives; researches, interprets, analyzes and explains student data and information to assist administrators with assuring College plans, facilities and infrastructure meet student enrollment needs and projections; updates the Strategic Plan in collaboration with the Educational Planning Committee (EPC) and Planning and Resource Allocation Committee (PRAC) or as directed.

Monitors and keeps administrators current concerning demographic and community information and adequacy and effectiveness of College services; develops, maintains and assures integrity of student, staff and program databases for use in reports, planning and decision-making; assures mandated data and reports are completed and submitted according to established time lines and requirements.

Provides technical information and assistance to the Superintendent/President regarding institutional assessment, research and planning activities, needs and issues; assists in the formulation and development of policies, procedures programs.

Maintains current knowledge of laws, codes, ordinances, regulations and pending legislation related to institutional assessment, research, planning and accreditation; modifies projects, studies, functions and procedures to assure compliance with local, State and federal requirements as appropriate.

Develops and prepares the annual preliminary budget for the office of Planning, Research, and Institutional Effectiveness (PRIE) as well as professional development; analyzes and reviews budgetary and financial data; controls and authorizes expenditures in accordance with established timelines and limitations.

Supervises personnel—research analyst, professional development staff, and administrative assistant.

Communicates with personnel, administrators and various outside agencies to exchange information and resolve issues or concerns.

Operates a variety of office equipment including a computer and a variety of specialized systems and software; participates in developing, selecting and upgrading computer systems as directed; drives a vehicle to conduct work.

Attends, conducts and participates in various meetings and committees; prepares and delivers oral presentations.

Performs other related duties as assigned.
Knowledge and Abilities: (Desirable Attributes & Skills)

KNOWLEDGE OF:

- Planning, organization and direction of institutional assessment, research and planning.
- Organization, policies and objectives of projects, surveys and studies used in assessing institutional effectiveness, assisting with College planning, accreditation, program reviews, student learning outcomes, and decision-making, and determining implications of College practices, policies, measures and procedures.
- Advanced principles, practices, procedures, theories, models and techniques involved in the research, collection, analysis, interpretation and reporting of statistical data.
- Enterprise resource planning (ERP) systems; business intelligence methods, tools and techniques; data warehouse structures and techniques; data collection information systems and statistical software.
- Computerized and manual data collection, management, manipulation and distribution requirements for analysis and reporting functions.
- Practices, procedures and techniques involved in the design, development and implementation of projects, surveys and studies in institutional assessment, planning, research and decision-making.
- Principles, methods and procedures of operating computers and peripheral equipment.
- Applicable laws, codes, regulations, policies and procedures.
- Survey, study and statistical analysis instruments, techniques and methodology.
- College organization, operations, policies and objectives.
- Principles and practices of administration, supervision and training.
- Budget preparation and control.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

- Plan, organize, control and direct operations and activities involved in the research, review, analysis, interpretation and reporting of a variety of data and information used in assessing institutional effectiveness, assisting with College planning, accreditation, program reviews, student learning outcomes, and decision-making, and determining implications of College practices, policies, measures and procedures.
- Coordinate, develop, implement and conduct projects, surveys and studies in support of institutional assessment, planning, research and decision-making.
- Supervise and evaluate the performance of assigned personnel.
- Coordinate, develop and maintain decision-making support and reporting systems and procedures.
- Collaborate with others in determining educational and financial effectiveness, and operational efficiency of various College departments, programs and services.
- Prepare a variety of mandated and requested College, State and federal reports.
- Provide training on Data Dashboard
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
COLLEGE OF MARIN
JOB DESCRIPTION

- Establish and maintain cooperative and effective working relationships with others.
- Operate a computer and assigned office equipment.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and timelines.
- Work independently with little direction.
- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.

Working Environment:

ENVIRONMENT:
Office environment with the usual and customary methods of performing the job’s functions.

PHYSICAL DEMANDS:
- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials and view a computer monitor.
- Hearing and speaking to exchange information.
- Sitting for extended periods of time.
- Bending at the waist, kneeling or crouching to file and retrieve materials.
- Reaching overhead, above the shoulders and horizontally.

Minimum Qualifications/Position Requirements (Education & Experience):
- A Master’s degree in education, mathematics, social sciences or a related field; and
- Five years of increasingly responsible experience involving statistical research, review, analysis, interpretation and reporting including work with institutional assessment, research and planning functions; and
- Demonstrated experience with enterprise databases, data warehouses, or equivalent (i.e. Argos, Banner, Oracle, or equivalent software) and the facilitation/extraction of information from a variety of different databases.

Certificates & Licenses: Valid California driver’s license

Clearances: Criminal Justice/Fingerprint Clearance & TB Clearance

FLSA Status: Exempt

Classification Category:
The Director of Planning, Research, and Institutional Effectiveness is an educational administrative position, in compliance with all applicable sections of the California Education Code.

Salary Range: Management Level 5

Date: October 15, 2013
DIRECTOR OF PLANNING, RESEARCH, AND INSTITUTIONAL EFFECTIVENESS
Educational Management position

Purpose Statement: (Duties, General Description)
Reporting to the Superintendent/President, the Director of Planning, Research, and Institutional Effectiveness is responsible for providing leadership, vision, and direction in collaboration with the President's Cabinet, for activities related to institutional planning, research, and institutional effectiveness within the District. The position will coordinate and supervise the systematic integration of planning, research, professional development, and accreditation. This position may also assume other related duties as assigned.

Essential Functions:
Under the direction of the Superintendent/President, plans, organizes, controls and directs operations and activities involved in the collection, analysis, interpretation and reporting of a variety of data and information used in assessing institutional effectiveness, assisting with College planning, accreditation, decision-making, program reviews, student learning outcomes, and determining implications of College practices, policies, measures and procedures; develops and implements related projects, research studies, support and reporting systems and procedures; implements and evaluates short- and long-range strategies, goals and objectives for College strategic planning. Supervises and evaluates the performance of assigned personnel.

In consultation with the Vice Presidents and other constituent groups, provides leadership for, and implements an aggressive research and assessment agenda for the District; develops, coordinates and maintains an annual planning calendar for on-going and ad-hoc institutional research and assessment. Duties of this position are focused on assisting the College’s efforts to increase the effectiveness of enrollment, retention, and student success.

Oversees and directs the institutional effectiveness function, and, in collaboration with the President and Vice Presidents, monitors progress and reviews end products to ensure that reports and information are delivered in a timely manner. Provides leadership and implements the annual Research Plan.

Directs environmental scanning efforts to support the planning processes and works to establish and maintain effective linkages between College planning and institutional assessment cycles related to institutional effectiveness. Maintains a systematic and integrated planning and review process aligned with the College’s Educational Master Plan, Strategic Plan, accreditation process, and other planning related requirements.

Provides assistance and counsel in the analysis and interpretation of academic support, services, and administrative data and takes a leadership role in Program Review and the use of information in College decision-making.

Coordinates the planning of resource development throughout the District in conjunction with the President’s Cabinet and in support of strategic planning goals. Consults with College departments, faculty and staff relative to resource development needs, opportunities and obligations.

Supports and works collaboratively with the District’s professional development personnel and assists in training activities related to research, planning, and institutional effectiveness.

Serves as the district’s Accreditation Liaison Officer in monitoring and conducting Accrediting Commission for Community and Junior Colleges (ACCJC) and Western Association of Colleges and Schools (WASC) accreditation activities. Coordinates compliance with ACCJC deadlines and requirements. Prepares required annual accreditation reports; directs studies in preparation for accreditation reviews; coordinates and arranges accreditation visits.

Coordinates, develops and maintains decision-making support and reporting systems and procedures according to College needs, goals and objectives; determines scope of systems and develops related specifications, designs and tools; develops assessment measures for decision-making; provides training and assistance to administrators and personnel concerning the utilization of systems and assessment measures.
Serves on the Planning and Resource Allocation Committee (PRAC) as a resource; collaborates with PRAC members and others in reviewing, interpreting and determining implications of various College practices and measures of institutional effectiveness; coordinates and participates in collecting and analyzing related data.

Collaborates with others in evaluating educational and fiscal effectiveness, and operational efficiency of various College departments, programs and services; provides technical assistance and recommendations in the planning and development of practices, policies, assessment measures and procedures to enhance educational and fiscal effectiveness and operational efficiency.

Provides consultation to administrators, faculty, staff, committees and others concerning institutional planning, effectiveness, accreditation, student learning outcomes and decision-making; responds to inquiries, resolves issues and conflicts, and provides detailed and technical information concerning related data, research studies, projects, reports, systems, practices, assessment measures, programs, policies and procedures.

Prepares a variety of mandated and requested College, State and federal reports related to the Integrated Post-secondary Educational Data Systems (IPEDS), decision support, accreditation, apportionment, course demand, productivity, financial activity, students, institutional effectiveness, demographics, programs, enrollment, practices, procedures and assigned activities.

Supports the preparation and evaluation of College plans according to established timelines; coordinates, develops and maintains planning materials, goals and objectives; researches, interprets, analyzes and explains student data and information to assist administrators with assuring College plans, facilities and infrastructure meet student enrollment needs and projections; updates the Strategic Plan in collaboration with the Educational Planning Committee (EPC) and Planning and Resource Allocation Committee (PRAC) or as directed.

Monitors and keeps administrators current concerning demographic and community information and adequacy and effectiveness of College services; develops, maintains and assures integrity of student, staff and program databases for use in reports, planning and decision-making; assures mandated data and reports are completed and submitted according to established time lines and requirements.

Provides technical information and assistance to the Superintendent/President regarding institutional assessment, research and planning activities, needs and issues; assists in the formulation and development of policies, procedures, and programs.

Maintains current knowledge of laws, codes, ordinances, regulations and pending legislation related to institutional assessment, research, planning and accreditation; modifies projects, research studies, functions and procedures to assure compliance with local, State and federal requirements as appropriate.

Develops and prepares the annual preliminary budget for the office of Planning, Research, and Institutional Effectiveness (PRIE); analyzes and reviews budgetary and financial data; controls and authorizes expenditures in accordance with established timelines and limitations.

Supervises personnel—research analyst and administrative assistant.

Communicates with personnel, administrators and various outside agencies to exchange information and resolve issues or concerns.

Operates a variety of office equipment including a computer and a variety of specialized systems and software; participates in developing, selecting and upgrading computer systems as directed; drives a vehicle to conduct work.

Attends, conducts and participates in various meetings and committees; prepares and delivers oral presentations.

Performs other related duties as assigned.
Knowledge and Abilities: (Desirable Attributes & Skills)

**KNOWLEDGE OF:**

- Planning, organization and direction of institutional assessment, research and planning.
- Organization, policies, objectives of projects, and quantitative and qualitative research methods used in assessing institutional effectiveness, assisting with College planning, accreditation, program reviews, student learning outcomes, and decision-making, and determining implications of College practices, policies, measures and procedures.
- Advanced principles, practices, procedures, theories, models and techniques involved in the research, collection, analysis, interpretation and reporting of data and information.
- Enterprise resource planning (ERP) systems; business intelligence methods, tools and techniques; data warehouse structures and techniques; data collection information systems and statistical software.
- Computerized and manual data collection, management, manipulation and distribution requirements for analysis and reporting functions.
- Practices, procedures and techniques involved in the design, development and implementation of projects related to institutional assessment, planning, research and decision-making.
- Principles, methods and procedures of operating computers and peripheral equipment.
- Applicable laws, codes, regulations, policies and procedures.
- Research methods and procedures, including quantitative (statistical) and qualitative analyses.
- College organization, operations, policies and objectives.
- Principles and practices of administration, supervision and training.
- Budget preparation and control.
- Oral and written communication skills.

**ABILITY TO:**

- Plan, organize, control and direct operations and activities involved in designing research, analyzing, interpreting, reporting of a variety of data and information used in assessing institutional effectiveness, assisting with College planning, accreditation, program reviews, student learning outcomes, and decision-making, and determining implications of College practices, policies, measures and procedures.
- Coordinate, develop, and implement surveys and other research methods in support of institutional assessment, planning, research and decision-making.
- Supervise and evaluate the performance of assigned personnel.
- Coordinate, develop and maintain decision-making support and reporting systems and procedures.
- Collaborate with others in determining educational and fiscal effectiveness, and operational efficiency of various College departments, programs and services.
- Prepare a variety of mandated and requested College, State and federal reports.
- Provide training on data reporting systems (e.g., Data Dashboard)
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Operate a computer and assigned office equipment.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and timelines.
- Work independently with little direction.
COLLEGE OF MARIN
JOB DESCRIPTION

- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.

Working Environment:

ENVIRONMENT:
Office environment with the usual and customary methods of performing the job’s functions.

PHYSICAL DEMANDS:
- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials and view a computer monitor.
- Hearing and speaking to exchange information.
- Sitting for extended periods of time.
- Bending at the waist, kneeling or crouching to file and retrieve materials.
- Reaching overhead, above the shoulders and horizontally.

Minimum Qualifications/Position Requirements (Education & Experience):
- A Master’s degree in Education, Mathematics, Social Sciences or a related field; and
- Five years of increasingly responsible experience involving educational research, review, analysis, interpretation and reporting including work with institutional assessment, research and planning functions; and
- Demonstrated experience with enterprise databases, data warehouses, and reporting software (e.g. Argos, Banner, Oracle, or equivalent software) and statistical software (e.g., SPSS); and
- Demonstrated sensitivity to and an understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students and staff.

Certificates & Licenses:
Valid California driver’s license

Clearances:
Criminal Justice/Fingerprint Clearance & Tuberculin (TB) Clearance

FLSA Status:
Exempt

Classification Category:
The Director of Planning, Research, and Institutional Effectiveness is an educational administrative position, in compliance with all applicable sections of the California Education Code.

Salary Range:
Management Level 5.0 or 5.1 (depending on background and experience)

Date:
May 9, 2014
To: Board of Trustees  
From: Superintendent/President  
Reason for Board Consideration: CONSENT APPROVAL  
Enclosure(s): Recommendation  

BACKGROUND:

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

1. Appointment of Interim Classified Management Personnel
2. Resignation/Retirement of Classified Management Personnel

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

H. Rank and C. Summa Wolfe 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 Recommendation.

Administrator Initiating Item: Kristina Combs, Executive Director of Human Resources and Labor Relations
1. APPOINTMENT OF CLASSIFIED MANAGEMENT PERSONNEL

<table>
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<tr>
<th>No.</th>
<th>Name</th>
<th>Title</th>
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<th>MPY</th>
<th>Effective Date</th>
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<td>1.</td>
<td>Rank, Heidi</td>
<td>Interim Assistant Director of Facilities Planning, Maintenance &amp; Operations</td>
<td>1.0</td>
<td>Temp.</td>
<td>05/21/2014 – 09/31/2014</td>
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### B. RESIGNATION/RETIREMENT OF CLASSIFIED MANAGEMENT PERSONNEL

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<td>Executive Director Communications, Community Relations</td>
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<td>Retirement</td>
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**BACKGROUND INFORMATION:**

To: Board of Trustees  Date: May 20, 2014
From: Superintendent/President  Item and File No.  C.111.
Subject: Short-Term Hourly Positions
Reason for Board Consideration:

CONSENT APPROVAL

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:

Instructional and Non-Instructional Positions

1. **DEPT. AIDE IV - BIS** - Assists student in the CIS computer labs with their assignments during nights and Saturdays at Kentfield and Indian Valley.
   - Number of Positions: 3
   - Position Dates: 08/18/2014 – 12/13/2014
   - Hourly Rate: $11.75

2. **READER - WFD** - Assists for the Court Reporting Program Fall 2014.
   - Number of Positions: 2
   - Position Dates: 08/11/2014 – 12/13/2014
   - Hourly Rate: $9.52.

3. **DEPT. AIDE IV - WFD** - Assists classified staff in Career Study Center Fall 2014.
   - Number of Positions: 1
   - Position Dates: 08/11/2014 – 12/13/2014
   - Hourly Rate: $18.00

BUDGET IMPLICATIONS:
All recommendations are within budget and are on the Instructional and 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

To: Board of Trustees  Date: May 20, 2014
From: Superintendent/President  Item & File No. C.11.J.
Subject: Budget Transfers for Month of April 2014

Reason for Board Consideration: Consent Approval

ENCLOSURE(S):

BACKGROUND:

The accompanying information includes forty-five budget transfers in April 2014 totaling $87,668 in the Unrestricted Fund.

There were twenty-four budget transfers in April 2014 totaling $67,670 in the Restricted Fund including one transfer of $12,620 from the Restricted Reserve Contingency to the DSPS Program.

Net effect of transfers for the Month.

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<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Development</th>
<th>Capital Outlay</th>
<th>Investment Trust Fund</th>
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<td>3000 (Employee Benefits)</td>
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<td>4000 (Supplies)</td>
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<td>5000 (Other Operating Exp.)*</td>
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<tr>
<td>6000 (Capital Outlay)</td>
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<td>7000 (Other Outgo)**</td>
<td>(12,620)</td>
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</table>

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the April 2014 Budget Transfers.

Administrator Initiating Item

Greg Nelson, Vice President of Finance and College Operations
### April 2014 - Budget Transfers

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1. 15289 $ (2,000) $ 2,000 0.00 2,000.00
2. 15293 $ (1,200) $ 1,200 0.00 1,200.00
3. 15298 $ (900) $ 900 0.00 899.95
4. 15307 $ 1,500 $ (1,500) 0.00 1,500.00
5. 15309 $ 50 $ (50) 0.00 50.00
6. 15310 $ 783 $ (783) 0.00 783.26
7. 15314 $ (3,200) $ 3,200 0.00 3,200.00
8. 15315 $ 509 $ (509) 0.00 509.00
9. 15326 $ 600 $ (600) 0.00 600.00
10. 15327 $ 100 $ (100) 0.00 100.00
11. 15328 $ 193 $ (193) 0.00 192.75
12. 15335 $ 245 $ (245) 0.00 245.00
13. 15337 $ 400 $ (400) 0.00 400.00
14. 15339 $ 753 $ (753) 0.00 753.00
15. 15341 $ 2,000 $ (2,000) 0.00 2,000.00
16. 15356 $ 1,000 $ (1,000) 0.00 1,000.00
17. 15358 $ (1,000) $ 1,000 0.00 1,000.00
18. 15360 $ (2,640) $ 2,640 0.00 2,640.00
19. 15361 $ (3,630) $ 3,630 0.00 3,630.00
20. 15362 $ (2,860) $ 2,860 0.00 2,860.00
21. 15636 $ (215) $ 215 0.00 215.00
22. 15371 $ 600 $ (600) 0.00 600.00
23. 15374 $ (240) $ 240 0.00 240.00
24. 15382 $ (943) $ (400) $ 1,343 0.00 1,342.72
25. 15384 $ 204 $ (204) 0.00 203.91
26. 15387 $ (325) $ 325 0.00 325.00
27. 15388 $ (322) $ 322 0.00 321.81
28. 15394 $ 1,100 $ (1,100) 0.00 1,100.00
29. 15395 $ 1,200 $ (1,200) 0.00 1,200.00
30. 15411 $ (1,400) $ 1,400 0.00 1,400.00
31. 15412 $ (1,400) $ (250) $ 1,650 0.00 1,650.00
32. 15415 $ 600 $ (600) 0.00 600.00
33. 15418 $ 100 $ (100) 0.00 100.00
34. 15440 $ 25 $ (25) 0.00 25.00
35. 15452 $ 100 $ (100) 0.00 100.00
36. 15453 $ 400 $ (400) 0.00 400.00
37. 15456 $ 300 $ (300) 0.00 300.00
38. 15463 $ (10) $ 10 0.00 9.62
39. 15465 $ 1,737 $ (779) $ (958) 0.00 1,737.28
40. 15467 $ (150) $ 160 0.00 160.49
41. 15468 $ (1,070) $ 1,070 0.00 1,069.56
42. 15470 $ (1,525) $ 1,525 0.00 1,525.00
43. 15472 $ (11,980) $ (11,980) 0.00 11,980.00
44. 15474 $ 35,000 $ (35,000) 0.00 35,000.00
45. 15476 $ (500) $ (500) 0.00 500.00

Page 1 of 3
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**Total Unrestricted**

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**RESTRICTED FUND**

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<td>$ 416.82</td>
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<tr>
<td>21</td>
<td>15459</td>
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<td>$ 12,348$</td>
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<tr>
<td>22</td>
<td>15461</td>
<td>$ (2,000)$</td>
<td>$ 2,000$</td>
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<tr>
<td>23</td>
<td>15462</td>
<td>$ (1,680)$</td>
<td>$ 1,680$</td>
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<td>24</td>
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<td>$ (356)$</td>
<td>$ 356$</td>
<td>$ 0.00</td>
<td>$ 355.84</td>
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<td>$ 0.00</td>
<td>$ 0.00</td>
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<td></td>
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<td></td>
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<tr>
<td>26</td>
<td></td>
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<td>0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
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</tr>
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</table>

**Total Restricted**

<p>| | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ -</td>
<td>$ (5,016)$</td>
<td>$ -</td>
<td>$ (26,649)$</td>
<td>$ 20,426$</td>
<td>$ 23,859$</td>
<td>$ (12,620)$</td>
<td>$ -</td>
<td>$ 67,670</td>
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</table>

**TOTAL GENERAL FUND**

<p>| | | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 509$</td>
<td>$ (4,778)$</td>
<td>$ -</td>
<td>$ 8,810$</td>
<td>$ 19,389$</td>
<td>$ (11,310)$</td>
<td>$ (12,620)$</td>
<td>$ -</td>
<td>$ 155,338</td>
</tr>
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</table>

Page 2 of 3
<table>
<thead>
<tr>
<th>BT #</th>
<th>Child Care Fund</th>
<th>Capital Outlay Fund</th>
<th>Investment Trust Fund</th>
<th>Measure C</th>
<th>TOTAL ALL FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10000</td>
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<td>30000</td>
<td>40000</td>
<td>50000</td>
</tr>
<tr>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>2</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL CHILD CARE FUND</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL CAPITAL OUTLAY</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL INVESTMENT TRU</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL MEASURE C FUND</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL ALL FUNDS</td>
<td>$ 509</td>
<td>$ (4,778)</td>
<td>$ -</td>
<td>$ 8,810</td>
<td>$ 19,389</td>
</tr>
</tbody>
</table>
BACKGROUND:

Attached are the numbers and amount of warrants prepared for purchase orders already issued, purchase orders previously approved for purchases over $15,000 for labor or $50,000 for materials and supplies and direct charges. Warrant registers are available in Fiscal Services for review. For the period 04/01/2014 through 04/30/2014, warrants 165208-166788 were issued in the total amount of $3,334,334.

Payroll warrants 10021051-10021409 and payroll automated clearing house warrants 50028796-50029333 totaled $1,976,433 for the month of April.

Total amount of warrants for the month of April were $5,310,767.

RECOMMENDATION:

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

Administrator Initiating Item  Greg Nelson, Vice President of Finance and College Operations
Per Board Bylaw 1.5310, Section i-7, it is recommended that warrants 165208-166788 in the amount of $3,334,334 for the period 04/01/2014 through 04/30/2014 be approved for payment. For the period 04/01/2014 through 04/30/2014, payroll warrants 10021051-10021409 were issued and payroll clearing house warrants 50028796-50029333 for a combined payroll total of $1,976,433. Copies of invoices and individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services, claims and payroll. Total warrants for April 2014 were $5,310,767.

[Payment for Goods and Services Summary]

---

President or Designee

Payment for Goods and Services Summary
General Fund – All Programs
April 2014

Warrant totals distributed by fund and expense category as follows:

**General Fund Breakdown:**

<table>
<thead>
<tr>
<th>Unrestricted Fund</th>
<th>Amounts</th>
<th>Restricted Fund</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>$65,937</td>
<td>Supplies</td>
<td>$27,741</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>230,695</td>
<td>Operating Expenses</td>
<td>69,893</td>
</tr>
<tr>
<td>Capital Expenditures</td>
<td>161,245</td>
<td>Capital Expenditures</td>
<td>120,582</td>
</tr>
<tr>
<td>Student Refunds</td>
<td>16,031</td>
<td>Student Aid</td>
<td>998</td>
</tr>
<tr>
<td>Totals</td>
<td>$473,908</td>
<td></td>
<td>$219,214</td>
</tr>
</tbody>
</table>

**Totals of all Funds:**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Fund</td>
<td>$473,908</td>
</tr>
<tr>
<td>Restricted Fund</td>
<td>$219,214</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>$693,122</td>
</tr>
<tr>
<td>Child Development Fund</td>
<td>$3,879</td>
</tr>
<tr>
<td>Investment Trust Fund</td>
<td>$26</td>
</tr>
<tr>
<td>Self Insurance Fund</td>
<td>$50,962</td>
</tr>
<tr>
<td>Capital Projects Fund</td>
<td>$293,051</td>
</tr>
<tr>
<td>Measure C Bond Fund</td>
<td>$863,823</td>
</tr>
<tr>
<td>Subtotal Other Funds</td>
<td>$1,211,741</td>
</tr>
<tr>
<td>Payroll and Benefits</td>
<td>$3,405,904</td>
</tr>
<tr>
<td>Total Payments</td>
<td>$5,310,767</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.
<table>
<thead>
<tr>
<th>Campus</th>
<th>Location</th>
<th>Department</th>
<th>Quantity</th>
<th>Description</th>
<th>Inventory#</th>
<th>Age</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD</td>
<td>Conatiner 9</td>
<td>Preforming Arts</td>
<td>1</td>
<td>Tabulation Machine</td>
<td>unknown</td>
<td>unknown</td>
<td>poor</td>
</tr>
<tr>
<td>KTD</td>
<td>Conatiner 9</td>
<td>Preforming Arts</td>
<td>1</td>
<td>Turntable Motor</td>
<td>unknown</td>
<td>unknown</td>
<td>poor</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>1</td>
<td>fridge</td>
<td>14089</td>
<td>20+ years</td>
<td>obsolete</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>1</td>
<td>shelves</td>
<td>14041</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>1</td>
<td>file cabinet</td>
<td>14076</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>2</td>
<td>chairs</td>
<td>unknown</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>1</td>
<td>vacuum</td>
<td>unknown</td>
<td>20+ years</td>
<td>broken</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Operations</td>
<td>assorted</td>
<td>electrical boxes</td>
<td>n/a</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Operations</td>
<td>assorted</td>
<td>circuit breakers</td>
<td>n/a</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Operations</td>
<td>assorted</td>
<td>electrical panels</td>
<td>n/a</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Operations</td>
<td>assorted</td>
<td>fuses</td>
<td>n/a</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>40</td>
<td>GE432-MVPS-H ballast</td>
<td>unknown</td>
<td>5 years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>40</td>
<td>GE 29675 GE-232-MVPS-H BALLAST</td>
<td>unknown</td>
<td>5 years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>100'</td>
<td>4/0 cu wire</td>
<td>n/a</td>
<td>10 years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>1</td>
<td>300 amp 600v GE cb</td>
<td>unknown</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>KTD</td>
<td>MS-2</td>
<td>Maintenance &amp; Operations</td>
<td>assorted</td>
<td>contactors</td>
<td>n/a</td>
<td>20+ years</td>
<td>surplus</td>
</tr>
<tr>
<td>Item Description</td>
<td>Quantity</td>
<td>Category</td>
<td>Location</td>
<td>Age</td>
<td>Condition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
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<td>----------</td>
<td>---------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>assorted large frame breakers</td>
<td>n/a</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>assorted obsolete test gear</td>
<td>n/a</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>obsolete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 hps fixtures</td>
<td>unknown</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 shelving</td>
<td>14068</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>14074</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>assorted elec fittings</td>
<td>n/a</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
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<tr>
<td>1 drafting table</td>
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<td>Maintenance &amp; Operations</td>
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<td>surplus</td>
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<tr>
<td>1 drafting table</td>
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<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>300 safety sleeve</td>
<td>n/a</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 shelving asst magnetic fluorescent ballasts</td>
<td>14042</td>
<td>Maintenance &amp; Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>surplus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 asst magnetic fluorescent ballasts</td>
<td>n/a</td>
<td>Operations</td>
<td>KTD MS-2</td>
<td>20+ years</td>
<td>obsolete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Microwave</td>
<td>unknown</td>
<td>Community Education</td>
<td>KTD SS 146</td>
<td>10+ years</td>
<td>poor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 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.

#### Contract Description

<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><strong>Construction Contracts – Ratification</strong></td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>Lunardi Electric</td>
<td>Science Math Nursing (305A)</td>
<td>$4,900.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Professional Services Amendments - Ratification</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Degenkolb</td>
<td>District Structural Engineer (805A)</td>
<td>$228,850</td>
<td>16</td>
<td>$7,000.00</td>
<td>$146,980.00</td>
<td>$375,830.00</td>
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</tr>
<tr>
<td>TLCD</td>
<td>New Academic Center (303B)</td>
<td>$2,208,720.00</td>
<td>11</td>
<td>$4,500.00</td>
<td>$287,775.00</td>
<td>$2,496,495.00</td>
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<tr>
<td>HKIT</td>
<td>Campus Corner Relocation (Health Svcs) (850G)</td>
<td>$419,650.00</td>
<td>6</td>
<td>$15,000.00</td>
<td>$91,433.00</td>
<td>$511,083.00</td>
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<tr>
<td>Stellar Environmental Services</td>
<td>New Academic Center (303B)</td>
<td>$92,633.00</td>
<td>4</td>
<td>$20,523.00</td>
<td>$47,187.41</td>
<td>$139,820.41</td>
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<tr>
<td>NorCal Moving Services</td>
<td>Austin Swing Space (850E)</td>
<td>$130,490.00</td>
<td>13</td>
<td>$4,138.50</td>
<td>$146,505.02</td>
<td>$276,995.02</td>
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</tr>
<tr>
<td>Sally Swanson Architects</td>
<td>ADA Upgrades (309A)</td>
<td>$50,000.00</td>
<td>5</td>
<td>$1,455.79</td>
<td>$244,720.79</td>
<td>$294,720.79</td>
<td></td>
</tr>
<tr>
<td>Sally Swanson Architects</td>
<td>ADA Upgrades (309A)</td>
<td>$5,000.00</td>
<td>2</td>
<td>($22,025.79)</td>
<td>$52,974.21</td>
<td>$57,974.21</td>
<td></td>
</tr>
<tr>
<td>A3GEO</td>
<td>District Geotechnical Engineer (804A)</td>
<td>$38,000.00</td>
<td>8</td>
<td>$9,500.00</td>
<td>$251,576.00</td>
<td>$289,576.00</td>
<td></td>
</tr>
<tr>
<td>Ballard &amp; Watkins</td>
<td>Fine Arts Weatherization (306D)</td>
<td>$86,940.00</td>
<td>4</td>
<td>$2,500.00</td>
<td>$72,960.00</td>
<td>$159,900.00</td>
<td></td>
</tr>
<tr>
<td><strong>Professional Services Agreement - Ratification</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Julia H Beatty</td>
<td>Austin Swing Space (850E)</td>
<td>$7,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*JLModular Change Order #3 approved amount remains same, Contract total corrected to $2,125,043.82

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

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

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

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

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District hereby recognize and honor the contributions of classified professionals to quality education in the State of California at the Marin Community College District and declare the week of May 19 through 23, 2014, as Classified School Employees Week in the Marin Community College District.

BE IT FURTHER RESOLVED that this Resolution be made a part of the official minutes of this meeting and of the permanent files of the District.

PASSED AND ADOPTED THIS 20th day of May, 2014, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )
COUNTY OF MARIN )

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

________________________________________
David Wain Coon, Ed.D.
Superintendent/President
Secretary to the Board of Trustees
WHEREAS, in May has been declared as Asian Pacific American Heritage Month; and

WHEREAS, Asian Americans and Pacific Islanders have contributed to the intellectual, artistic and moral culture of our Country; and

WHEREAS, Asian American and Pacific Islander students, faculty, staff and administrators of the Marin Community College District have made numerous contributions to the value of our college and community; and

WHEREAS, the Marin Community College District encourages the illumination of the rich cultural heritage and ethnic diversity within the College and the County of Marin community as part of its commitment to cultural awareness programs;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District hereby acknowledges and supports the designation of May as Asian American and Pacific Islander American Heritage Month.

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

PASSED AND ADOPTED THIS 20th day of May, 2014, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA  
COUNTY OF MARIN  

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

____________________________  
David Wain Coon, Ed.D.  
Superintendent/President  
Secretary to the Board of Trustees
WHEREAS, the Board of Trustees of the Marin Community College District includes a Student Trustee elected by the students of the College of Marin for a one-year term each academic year; and

WHEREAS, upon the resignation of the former Student Trustee, Lance Reyes was seated on the Board of Trustees on August 13, 2013 for the 2013/14 Academic Year; and

WHEREAS, Lance has served in student leadership roles for over two years, one year as ASCOM President and one as Student Trustee, in addition to serving on numerous governance and college committees; and

WHEREAS, Lance developed and successfully led a Puente student tutoring and mentoring program, focusing on math courses; and

WHEREAS, Lance has shown integrity, leadership and passion as a voice for the students of College of Marin; and

WHEREAS, Lance participates fully in meetings, listening carefully to all dialog, and making thoughtful contributions to discussions; and

WHEREAS, Lance has been accepted to University of California, Berkeley, as a Computer Science major;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Marin Community College District express their sincere gratitude to Lance Reyes for his service as Student Trustee and for his dedication to students and extend best wishes for success as he continues his education and future endeavors.

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 and that an appropriately prepared copy be presented to Lance Reyes.

AYES:

NOES:
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
From: Superintendent/President
Subject: Approve Resolution for Use of Educational Protection Account Revenue

Reason for Board Consideration: APPROVAL

Enclosure(s): Resolution

BACKGROUND:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012 passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners ($250,000 for individuals and $500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Revenue from EPA funds are unrestricted except where the Act specifically prohibits the expenditure of EPA funds for administrative salaries and benefits or any other administrative costs.

For the 2013-2014 fiscal year for the College of Marin, the EPA revenue is estimated to be approximately $434,000. Staff recommends that EPA revenue be used for the direct cost of classroom instruction and general operating expenses, exclusive of administrative costs, for the 2013-2014 fiscal year.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the attached Resolution establishing the use of EPA revenue for the 2013-2014 fiscal year.

Administrator Initiating Item

Greg Nelson, Vice President, Finance and College Operations
Marin Community College District

Resolution # 2014-14

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;
WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education
Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Marin Community College District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Marin Community College District has determined to spend the monies received from the Education Protection Act for the 2013-2014 fiscal year on the direct cost of classroom instruction and general operating expenses, exclusive of administrative costs.

Adopted this 20th day of May, 2014 by the following roll call vote:

AYES: 

NOES: 

ABSENT: 

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 foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

__________________________________________
Secretary to the Board of Trustees
**BACKGROUND:**

Superintendent/President Dr. David Wain Coon’s original contract expires on June 30, 2014. Trustees Stephanie O’Brien and Diana Conti, serving as a Board’s Subcommittee on Superintendent/President compensation, recommend ratification of an employment agreement for the Superintendent/President effective July 1, 2014 through June 30, 2018.

**RECOMMENDATION:**

Board of Trustees President O’Brien recommends that the Board of Trustees ratify the Superintendent/President’s Employment Agreement for July 1, 2014 – June 30, 2018.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  

Date: May 20, 2014  
Item & File No.: C.12.F.

Subject: OUT OF COUNTRY TRAVEL

Reason for Board Consideration: APPROVAL  
Enclosure(s): PAC Request Memo

BACKGROUND:

The Professional Affairs Committee (PAC) has approved the following out-of-country travel request pending Board approval:

John Marmysz            Glasgow, Scotland    July 2-4, 2014        $1,000

Purpose of travel: Participate in the Film-Philosophy Conference 2014: A World of Cinemas. Participation will provide international recognition for the College of Marin.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the out-of-country travel request.

Administrator Initiating Item:  
Cari Torres, Interim Vice President of Student Learning
To: John Marmysz  
From: Cari Torres, Interim Vice President of Student Learning  
CC: David Erlenheim; John Sutherland; David Snyder  
Date: May 7, 2014  
Re: Travel/Conference  

Comments:

Your conference request to participate in the *Film-Philosophy Conference 2014: A World of Cinemas*, on July 2-4, 2014, in Glasgow, Scotland, has been recommended for approval by the Professional Affairs Committee. PAC approved $1,000 based on your estimated costs. (Approval is contingent upon Board of Trustees approval for Out-of-Country travel). Please be aware that PAC distributes funds based on a formula, and if your actual costs differ, your approval amount may change.

I concur with their recommendation and have signed the attached form and forwarded a copy to David Erlenheim in Fiscal Services.

Please note the following regarding travel:

Please refer to Board Policy (BP 7400) and Administrative Procedure (AP 7400) (TRAVEL) for important information regarding reimbursement allowances, especially for meals. *(Note: Original, itemized receipts must be submitted.)*

No arrangements for travel (purchase orders for registration fees, hotel accommodations, air travel, or claims for reimbursement) will be processed without the approved PAC form on file.

Purchase orders need to be submitted by the employee traveling for conference/seminar registration and for hotel accommodations. If these items are paid by the employee, or other expenses incurred, a Claim for Reimbursement must be submitted (with receipts attached). Receipts are required for all expenditures. According to District procedure, all claims for travel expenses must be submitted no later than 60 days after you return.

Travel approved by the UPM/AFT Travel Committee (PAC) should be charged to 11100-20101-52000-601000.

An Absence Report must be submitted to Human Resources when you return.

Attachment
CONFERENCE, HONORARY LEAVE, SHORT COURSE REQUEST FORM FOR UPM/AFT UNIT MEMBERS

Name: John Marmysz  Discipline(s): English/Philosophy

Date of Application: 3/17/14  Phone: 415-827-7889

IS THIS 15 WORKING DAYS IN ADVANCE OF LEAVE?  IF NOT ATTACH WRITTEN REQUEST FOR WAIVER.

Check one:

☐ Permanent/Probationary unit member
☐ Temporary (part time) unit member (must be employed for at least 40% FTE or average 40% in academic year).  Your % FTE?

BE SURE TO ATTACH:

☐ Brochure or published materials describing activity
☐ Completed CEU Waiver
☐ Completed Substitute Form if needed

LEAVE TYPE (check one):

☐ Honorary leave (Section 5.15 of District/UPM Contract)
☐ District directed or required leave

REQUIRES SIGNATURE OF VP/DEAN

☐ Short course (Section 5.5.1.2 of District/UPM Contract)
☐ Conference leave (Section 5.5.1.2 of District/UPM Contract)

NAME OF CONFERENCE/SHORT COURSE:  Film-Philosophy Conference 2014: A World of Cinemas

LOCATION OF EVENT:  University of Glasgow, Scotland

CRITERIA MET (check one or more):

☐ Significant benefit to the institution (explain):  International recognition for the College of Marin
☐ Benefit to member by staying current in own discipline
☐ Benefit to District by retraining member for teaching, counseling, librarianship, or administration
☐ Enhancement of teaching methodology
☐ Increased expertise in meeting learning needs of a changing student population, i.e., re entry student, older student, remediation, etc.
☐ Formally invited to participate in professional activities with a recognized group, organization, or national/international body

I let other MCCC personnel who will attend: None

GIVE NAME TEACHING DISCIPLINE(S)

DATES OF LEAVE:  From 7/12/14  to 7/14/14  Will you share: Hotel costs?  ☐ Yes ☐ No  Transportation costs?  ☐ Yes ☐ No

Dates you will be absent from class: None  Dates and hours you will need a ☐ Paid ☐ Trade Substitute: N/A

Name(s) of paid/trade substitute: N/A

BUDGET INFORMATION:

All items must be completed or the form will be returned.

Roundtrip transportation:

Car: __________ miles @ __________mile = $________
Airfare: $________
Other: $________

Hotel: Your cost for __________ nights is $________
Conference fee: $________
Meals: $________
Other Fees: $________

Total travel cost: $________

If honorary leave, amount of compensation: $________

Above to be paid from General Funds: $________
Categorical Funds:* $________
Outside Agency Funds:* $________

Total Funds: $________

*Requires signature of Budget Manager:

APPROVALS

Professional Affairs Committee Action:

☐ Recommended for approval, for $________
☐ Out of State—needs Superintendent/President approval $________
☐ Recommended for disapproval

Comments:

PAC Signature ____________________________ Date 4/14/14

Vice President/Dean Action:

☐ Approved

☐ Disapproved (If disapproved, return to originator who may appeal, see Grievance Article in contract.)

Reason:

VP/Dean Signature: ____________________________ Date 5/6/14

Rev. 3/13
**BACKGROUND:**

The Marin County Office of Education (MCOE) rents classroom and office space at the Indian Valley Campus for its Developmentally Delayed Students Program. This agreement has been on-going and in effect since 1990. The rent is $905.10 per month ($10,861.20 annually) plus an annual charge of $300 for use of the District’s copy machine.

The attached agreement extends the use through June 30, 2015 with an option to extend the agreement as requested by MCOE.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board authorize staff to enter into the attached agreement with Marin County Office of Education to continue to use facilities for the Developmentally Delayed Student Program.

---

**Administrator Initiating Item**

**Greg Nelson, Vice President, Finance and College Operations**
This agreement is between the Marin Community College District, hereinafter referred to as "District," and the Marin County Office of Education, hereinafter referred to as "County."

The purpose of this Agreement is to provide classroom and office space for the educational component of County’s Developmentally Delayed Students Program.

1. This Agreement commences on July 1, 2014 and terminates on June 30, 2015.

2. District agrees to rent to County one classroom and two offices located at the Indian Valley Campus, 1800 Ignacio Boulevard, Novato, California. The room designations are Miwok 171 (access to space), 172, 173 and 174.

3. District will provide light, heat, and use of restroom facilities.

4. County may purchase up to twenty five (25) annual staff parking permits for staff working on site. Daily parking permits are also available for purchase on an as-needed basis.

5. County will provide telephone service as desired. Telephone service may be contracted separately with District.

6. County is responsible for keeping the office spaces and classroom in a neat and clean order.

7. County is responsible directly or indirectly for supervision of students in the Developmentally Delayed Students Program, including compliance with all District policies and procedures where applicable.

8. County agrees to be responsible to repair or replace any District property damaged or destroyed as a result of County’s use.

9. It is the intent of both parties entering this Agreement that each party will be solely responsible for any negligent act or omission of its officers, agents, or employees. District shall not be liable for any personal injuries or damage to property or equipment in, on, or about the leased premises arising from any negligent act or omission of the County officers, agents, or employees. County shall not be liable for any personal injury from any negligent act or omission of District’s officers, agents, or employees.

10. County shall provide District with proof of insurance with limits of $1,000,000 minimum and an endorsement naming Marin Community College District as additional insured as respects the activities of this Agreement.
AGREEMENT FOR RENTAL OF CLASSROOM AND OFFICE SPACE FOR THE EDUCATION COMPONENT OF DEVELOPMENTALLY DELAYED STUDENTS

11. County agrees to pay a monthly rent of Nine Hundred Five Dollars and Ten Cents ($905.10) per month due on or before the fifteenth (15th) day of the month of occupancy, or paid in full for twelve (12) months at a cost of Ten Thousand Eight Hundred Sixty One Dollars and Twenty Cents ($10,861.20).

12. County agrees to pay $300 per year for copy costs.

13. Amendments to this Agreement may be made at any time with ninety (90) days advance written notice and mutual agreement of both parties.

14. If County wishes to extend this agreement, County shall provide written notice to District of desire to extend no later than April 5, 2015.

15. This Agreement may be terminated by either party at any time with ninety (90) days advance written notice. The Agreement may be terminated sooner than ninety (90) days by mutual agreement of both parties.

BY:

Mary Jane Burke
Marin County Superintendent of Schools
Marin County Office of Education

Date

Greg Nelson
Interim Vice President, College Operations
Marin Community College District

March 28, 2014
**BOARD AGENDA ITEM**

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<td>Ratify Agreement with Self Insured Schools of California (SISC) for Health &amp; Welfare Benefits</td>
<td>Enclosure(s):</td>
<td>Agreement</td>
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**BACKGROUND:**

At the April 15, 2014 meeting the Board of Trustees approved the recommendation to move District health and welfare benefits to the Self Insured Schools of California (SICS) JPA. Subsequent to this approval it became evident that in order to meet open enrollment deadlines that the agreement to join SISC would need to be completed prior to the May meeting of the Board of Trustees. To preserve the relationship with SISC, staff signed the agreement to join the JPA; the agreement is attached for ratification.

**RECOMMENDATION:**

The President/Superintendent recommends the Board of Trustees ratify the agreement with Self Insured Schools of California (SISC).

Administrator Initiating Item

 Greg Nelson, Vice President, Finance and College Operations
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM

SISC III
SELF-INSURED SCHOOLS OF CALIFORNIA
MEDICAL, DENTAL AND VISION SYSTEM

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JOINT EXERCISE OF POWERS AGREEMENT
FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM

SISC-III (SELF-INSURED SCHOOLS OF CALIFORNIA)

MEDICAL, DENTAL AND VISION SYSTEM

THIS AGREEMENT dated for convenience as of October 1, 1979, by and among various school districts recorded by name per addenda attached to and made a part of this Agreement.

WITNESSETH:

WHEREAS, Sections 53200, et seq., of the California Government Code permit a school district to provide group medical, dental and vision coverage for district employees; and

WHEREAS, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code permits two or more public agencies to jointly exercise any power common to the contracting parties; and

WHEREAS, any two or more school districts may enter into an agreement pursuant to Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code to provide such coverage; and

WHEREAS, each of the parties hereto desires to join together with each of the other parties for the purpose of providing a medical, dental and vision plan for district employees including board members; and

WHEREAS, it appears economically practical for the parties hereto to do so; and

WHEREAS, it is the desire of the signatories hereto to study and possibly incorporate other forms of risk management into a self-funded program such as that described herein;

REV 03/15/95
REV 07/17/96
NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. PURPOSE AND DEFINITION. This Agreement is made pursuant to the provisions of Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code between the public agencies, recorded per addenda to this Agreement. Each of such public agencies possesses the powers referred to in the above recitals. The purpose of this Agreement is to exercise such powers jointly by acquiring a single policy or policies of insurance (or service contracts) for medical, dental or vision benefits and providing for the establishment and maintenance of funds for the purpose of paying the costs of such a program. It is also the purpose of this Agreement to provide for the inclusion at a subsequent date of such additional school districts as may desire to become parties to the Agreement, and, to the extent permitted by law, to provide for the purchase at a subsequent date of such additional forms of insurance (or service contracts) as may appear practical to the parties.

Unless the context otherwise requires, the terms used herein shall have the following meanings:

Agency - shall mean the SISC III (Self-Insured Schools of California) Medical, Dental and Vision System created by this Agreement.

Board - shall mean the governing board of the Agency.

Service Company - shall mean the party engaged to assist the Board in management of the funds and insurance program, and may be, but need not be, the same party as the Claims Adjuster.

Claims Adjuster - shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Agency.

District - shall mean singularly one of the school districts or agencies which is a party to this Agreement, and plurally two or more of the school districts or agencies which are party to this Agreement.

Operating Fund - shall mean the fund established by the Agency for the purpose of paying insurance premiums and administrative and other costs.

Insurance Policy - shall mean a policy or policies of insurance purchased by the Agency covering risks of the districts. The term may also include service contracts.
Law - shall mean Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

SECTION 2. CREATION OF AGENCY. Pursuant to Section 6500 of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as SISC-III (Self-Insured Schools of California) Medical, Dental and Vision Agency. The debts, liabilities and obligations of Agency do not constitute debts, liabilities or obligations of any party to this Agreement.

SECTION 3. TERM. This Agreement shall become effective as of October 1, 1979, and shall continue until terminated as hereinafter provided.

SECTION 4. GOVERNING BOARD. The Agency shall be under the direction and control and shall be governed by a governing board which shall hereafter be referred to as the "Board." No one serving on the Board shall receive any salary or compensation from the Agency. The Board shall consist of a minimum of thirteen (13) members elected as prescribed in the Bylaws.

SECTION 5. BYLAWS. The Board shall establish such Bylaws, rules and regulations, not inconsistent with applicable law or with the Agreement, as may be necessary for its operation, the conduct of business, and the operation of the Agency. Bylaws may be amended by the Board as necessary.

SECTION 6. MEETINGS OF THE BOARD.

1. Regular Meetings. The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall call at least one regular meeting in each month. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution, and a copy of such resolution shall be filed with each district. The place of the regular meetings shall be such public building or other place as may be designated by the Board.

2. Ralph M. Brown Act. The Board shall adopt rules for conducting its meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).
3. **Minutes.** The Secretary/Treasurer of the Board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

4. **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business.

**SECTION 7. POWERS AND DUTIES OF BOARD.** The Board shall have the authority and the duty to exercise the powers of the Agency as set forth above. In addition, the Board is specifically empowered to:

(a) Designate an administrative agent or provide for the management and administration of the Agency including the power to employ and/or terminate a management firm for such purpose, or to employ staff for such purpose.

(b) Determine annual contribution rates and the method by which such contributions will be paid to the Fund created pursuant to this Agreement.

(c) Provide for additional assessment during the year, if necessary, to allow for increased cost due to changes in the law or excessive claims costs.

(d) Determine whether and by what method new or returning members shall be allowed in to the program consistent with the terms of this Agreement.

(e) Appoint and dissolve working committees from its active membership or by contracting for such services, consistent with the terms of this Agreement.

(f) Insure that a complete and accurate system of accounting of the Fund is maintained at all times.

(g) Determine the manner in which health benefits claims shall be processed.

(h) Maintain or cause to be maintained accurate case records for all claims paid. Loss reports shall be forwarded to member districts on at least an annual basis.

(i) Enter into contracts consistent with the terms of this Agreement.

(j) Receive, accept, expend and disburse funds for purposes consistent with the terms of this Agreement.

(k) Make appropriate periodic reports to the membership on the status of the Agency and its program.

(l) Develop, or cause to be developed, and adopt an annual budget for the Agency.

(m) Perform any and all other functions necessary to accomplish the purposes of this Agreement.

(n) The Agency shall have the power to invest or cause to be invested in compliance with Sections 6509.5 and 6505.5 of the California Government Code, such reserves as are not necessary for the immediate operation of the Claims Fund in such securities as allowed by Section 53601 of the California Government Code.

(o) Issue bonds, notes, or other forms of indebtedness.

The level of cash to be retained in the Operating and Claims Fund shall be determined by the Governing Board.
SECTION 8. OFFICERS. The Board shall have as its Chairman the Kern County Superintendent of Schools or his designee unless another Chairman is elected by a majority vote of the total membership of the Board. The Board shall elect a Vice President, Secretary/Treasurer to serve as officers of the Governing Board for terms of two (2) years, or until their successors are elected. The Board shall fill vacancies for unexpired terms by election. In the event that the President, Vice President or Secretary/Treasurer so elected ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his absence the Vice President, shall preside at and conduct all meetings of the Board pursuant to Government Code Section 6505.5. The officer performing the functions of auditor shall be the Kern County Superintendent of Schools in his capacity as administrative agent.

The Board shall have the power to appoint such other officers and employees as it may deem necessary, and may contract with such consultants or other professional persons or firms as may be necessary to carry out the purpose of this Agreement.

SECTION 9. ADMINISTRATIVE AGENT. The Board may designate an administrative agent ("Agent") for the Agency. The Agent shall be the Kern County Superintendent of Schools Office, and that a designation shall continue until terminated. Termination of the administrative agent agreement requires at least six months notice by the Board or the Administrative Agent. The Agent shall serve under the direction of the Board of Directors. To the extent authorized by law and in the manner provided by the Bylaws of the Board, the Agent shall act on behalf of the Board and its officers and shall conduct the day-to-day business of the Agency including the employment of personnel and the auditor functions described in Government Code 3505.5. The Board may request the opportunity to consult with the Agent in the selection of the Director of Insurance Services.

SECTION 10. ACCOUNTS AND RECORDS. The Board shall direct the Agent to establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution of Agency. Books and records of Agency shall be open to inspection at all reasonable times by representatives of the member districts. The Agent, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the member districts.

The Board shall contract with a Certified Public Accountant to make an annual audit of the accounts and records of Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26609 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a Certified Public Accountant, a report thereof shall be filed as public record with each of the parties hereto, and also with the County auditor of the County of Kern. Such report shall be filed within six months of the end of the fiscal year under examination.
Any cost of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this section, shall be borne by Agency and shall be a charge against any unencumbered funds of Agency available for that purpose.

SECTION 11. FISCAL YEAR. For the purpose of this Agreement, the term "fiscal year" shall mean the period from the first day of October of each year to and including the 30th day of September the following year.

SECTION 12. FUNDS. Agency shall establish funds for the purpose of paying the cost of any self-insured portion of plan coverage. The self-insured funds shall be deposited with the Agent and invested and reinvested by the Agent. Warrants thereon shall be drawn by the Agent, but only upon resolution of the Board.

Agency shall also establish an operating fund to be deposited in the county treasury. The operating fund shall be for the purpose of paying insurance premiums, broker's fees, adjusting fees, consultant or legal fees, and such other items as are appropriate. Warrants thereon shall be drawn upon the direction of the Board. The Board may establish such funds as may be appropriate.

SECTION 13. LIABILITY OF BOARD MEMBERS, MEMBER ENTITIES AND ADMINISTRATIVE AGENT.

(a) The tort liability of the Agency, all members of the Board and the Executive Committee, and all officers and employees of the Agency, shall be controlled by the provisions of Division 3.6 of Title 1 of the California Government Code. Within the Agency itself, however, each member shall be liable only for its pro rata share based on all premiums paid, of all debts and liabilities of the agency and its prorata share of all debts and liabilities for health benefits claims against members arising out of facts occurring while a member of the Agency. To achieve this purpose, each member hereby agrees to indemnify and hold harmless the other members for any loss, cost or expense that may be imposed upon such member in excess of such pro rata liability. The rules for interpreting indemnity agreements as set forth in Section 2778 of the California Civil Code are hereby incorporated herein.

(b) Any and all debts, liabilities and obligations incurred by or imposed upon the Agency shall be the debts, liabilities, and obligations solely of the Agency and no debt, liability or obligation shall thereby be imposed on any party hereto or the collective parties hereto.

(c) The Agency shall insure itself and the parties hereto from loss, liability, and claims arising out of or in any way connected with this Agreement.
(d) All members agree that the sole liability of the Administrative Agent shall be for acts that office performs as provided in Section 9 of this Agreement.

SECTION 14. TERMINATION AND WITHDRAWAL. This Agreement may be terminated entirely upon the consent of all the parties hereto. Any party having completed three years may withdraw as a party to the Agreement on October 1 of any year, provided, however, that such withdrawing party gives written notice of intention to withdraw to the Board of Trustees of Agency not any later than August 15, next preceding the withdrawal date.

Upon complete termination of this Agreement by all parties, all assets or liabilities of Agency shall be divided among the parties to this Agreement in a ratio equal to the credibility of the parties to the Agency based on the experience of each party. The Board will have the authority to determine the formula to implement the disposition of assets or liabilities.

Upon withdrawal of any party pursuant to this Agreement, that party shall be entitled to its pro rata share of the total existing fund or funds as it exists at the end of the fiscal year. However, the Agency shall deduct therefrom a sufficient amount to offset any loss to the Agency occasioned by the withdrawal of the party, including any amount by which administrative costs and claims incurred on behalf of the withdrawing party's covered employees exceed the total of premiums and assessment paid by the withdrawing party during its membership in the Agency. If the amount deducted exceeds the pro rata share of existing funds, the withdrawing party shall pay to the Agency the difference not later than 90 days after the effective date of withdrawal.

In the event that a party agrees with one or more (but not all) of its employee units covered by insurance provided through this Agency to discontinue that coverage, the Board may assess against the party a sum which shall not exceed the amount by which all claims and administrative costs incurred on behalf of the employees in the separate unit exceed (as of the effective date of discontinuance) all premiums paid to the Agency on their behalf. The Board shall have sole discretion to determine whether to assess such an amount, the amount to be assessed and the date by which the assessment shall be paid.

SECTION 15. NOTICES. Notices hereunder shall be sufficient if delivered to the last known business address of each of the member districts as recorded per addenda to this Agreement, or if any subsequent notice of change of address provided by such member. Notices to the Agency shall be delivered to the address of the chairman of the Board, which address shall be provided to all parties as changes are made.
SECTION 16. SEVERABILITY. Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

SECTION 17. MISCELLANEOUS. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

SECTION 18. ADDITIONAL PARTIES. Any other school district within the State of California may become a party to this Agreement upon approval of Agency and execution of an addendum between such district and Agency, the terms of which addendum shall incorporate all the terms of this Agreement. Such additional parties shall forthwith pay to Agency its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to this Agreement and all subsequent amendments to this Agreement to the same extent as all of the original parties.

SECTION 19. AMENDMENTS. This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that if two-thirds (2/3) of the parties to this Agreement agree in writing to an amendment, the other parties must also agree to said amendment or they may be involuntarily terminated as parties to this Agreement as provided by the Bylaws.

SECTION 20. INSURANCE POLICIES. Agency shall purchase policies of insurance (or service contracts) with districts’ employees or dependents as named insured and covering the losses of such insured that are included in the Agency to provide such coverage.

The insurance policy or policies covering medical, dental and vision costs shall provide such coverage as is afforded by the policy. Each policy or contract may provide for deductible and co-insurance amounts.
SECTION 21. MEMBER DISTRICT'S RIGHT TO ESTABLISH SEPARATE BENEFIT PACKAGE. Nothing in this Agreement shall be construed to in any manner preclude a member district from establishing a separate benefit package placed with the Agency.

SECTION 22. EFFECT ON BARGAINING AGREEMENTS. Nothing in this Agreement shall be construed to alter or modify provisions in member district collective bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth hereinbelow.

Dated:

[Signature]

Marin Community College SCHOOL DISTRICT

BY: [Signature]

Accepted on behalf of SSCO III

[Signature]
ENDORSEMENT

This endorsement, effective 12.01 a.m., April 28, 2014, forms a part of the Joint Exercise of Powers Agreement between Self Insured Schools of California and Marin Community College School District.

It is hereby understood and agreed that SECTION 3. TERM is amended to read:

This agreement has an effective date of 12.01 a.m. on July 1, 1978 or other date applicable to any revision as to the districts and agencies that were member entities on that date, and an effective date of 12:01 a.m. on April 28, 2014 for the member named below.

Dated:


Marin Community College School District

By:

Accepted on Behalf of SISC III


REV 03/15/95
REV 07/17/96
To: Board of Trustees  
From: Superintendent/President  
Subject: Approve Participation Agreements with Self Insured Schools of California (SISC) for Dental and Vision Benefits

Reason for Board Consideration:

Enclosure(s): Approvals

**BACKGROUND:**

At the April 15, 2014 meeting, the Board of Trustees approved the recommendation to move District health and welfare benefits to the Self Insured Schools of California (SISC) JPA. As part of transferring health and welfare benefits to SISC, the District has been asked to enter into Participation Agreements for administrative services with the current dental and vision providers. Participation Agreements with Delta Dental for dental benefits and VSP for vision benefits are attached.

**RECOMMENDATION:**

The President/Superintendent recommends the Board of Trustees approve the Participation Agreements with Self Insured Schools of California (SISC) for Dental and Vision Benefits.

Administrator Initiating Item

Greg Nelson, Vice President, Finance and College Operations
PARTICIPATION AGREEMENT

Whereas Marin Community College District (hereinafter called "Participant") has established a self-funded dental plan and whereas Participant will be enlisting the services of SISC III (Self-Insured Schools of California—hereinafter called SISC III). Whereas Participant agrees that SISC III entered into an Administrative Services Agreement with Delta Dental to provide eligibility data, forwarding of payments for claims and administrative costs, and to act as a single contract source for SISC III participants; and whereas SISC III will provide Participant with reporting on a periodic basis; therefore, Participant desires to enter into a Participation Agreement with SISC III effective July 1, 2014, under the following terms and conditions:

I. SISC III’s RESPONSIBILITIES:

SISC III shall have the following responsibilities during the term of this Agreement.

A. Enrollment and Eligibility

SISC III will supervise initial and subsequent enrollment of Participant’s eligible employees. SISC III will furnish Delta Dental with a monthly eligibility tape containing names of all eligible employees, based on the information supplied to SISC III by Participant. SISC III will communicate with Delta Dental and Participant regarding any eligibility inquiries on eligible employees of Participant who were not listed on the Eligibility List.

B. Eligibility Listings

SISC III will provide Participant with an Eligibility List by the last day of the month, showing all eligible employees who were reported to SISC III by Participant for that month.

C. Collection of Payments

SISC III will be responsible for collecting funds from Participant sufficient for payment of dental benefits and the Delta Dental administration fee. SISC III will wire transfer the amount of claims/administration costs to Delta Dental each week without regard for late or nonpayment by other Participants of SISC III. SISC III agrees to allow Participant access to its books and records upon reasonable request and at reasonable times to ensure SISC III’s faithful performance of the terms, conditions and covenants herein.

D. Reporting

SISC III will provide Participant with monthly Expense Reports reflecting claims activity within the Delta Dental plan(s). A monthly claims report will be provided by Delta Dental directly to SISC III and the Participant. In addition, SISC III will provide the Participant with a report detailing all transactions that occur each contract term. Any requests for specialty reports will be provided by Delta Dental at an additional cost to the Participant.
E. Inquiries

SISC III will respond to all inquiries by Participant regarding eligibility, renewals, funding of benefits, and administrative expenses.

F. Evidence of Coverage Booklets

SISC III will distribute to Participant the Evidence of Coverage booklets furnished to SISC III by Delta.

G. Representation to Delta Dental

SISC III will assign a representative to act as a contact with Delta Dental for information dissemination and, with prior written approval and authorization, to negotiate new terms of contract with Delta Dental.

H. Participation Agreement

SISC III will obtain from Participant a signed Participation Agreement which shall be forwarded to Delta.

I. Renewal Notice

SISC III shall provide Participant with any proposed rate increase at least 60 days prior to annual renewal date.

II. PARTICIPANT'S RESPONSIBILITIES:

A. Eligibility Listings

Participant will provide complete eligibility listing and enrollment information to SISC III, along with any necessary changes to employee status (permitted or retroactive additions, deletions, changes of family status) on or prior to the 15th of the month preceding eligibility.

B. Claims and Administration Services Payments

On the first working day of each month, Participant will transfer funds to SISC III. The amount transferred (see attachment A) is an estimate of monthly paid claims and administrative fees sufficient to cover the weekly disbursements by Delta Dental and SISC administrative costs.

Late payments will be assessed fees as follows:

   i. Payments postmarked after the 3rd working day of the month will be assessed a fee equal to 1% of the amount on Attachment A.

   ii. Payments postmarked after the 10th working day of the month will be assessed a fee equal to 2% of the amount on Attachment A.

C. COBRA Eligible Members

Participant shall be responsible for its member employees and/or dependents who may elect to maintain benefits under the Federal COBRA provisions. Various letters,
notifications, election forms and premium payment tracking shall be provided to its member employees (or former employees) by Participant. Eligible COBRA employees and/or dependents shall be reported to SISC III in the same manner as other eligible employees, with Participant maintaining the responsibility of tracking the various time limits of eligibility.

III. TERM AND TERMINATION

The initial term of the Agreement shall be for Fifteen (15) months, commencing on July 1, 2014 and renewing on October 1, 2015 and each October 1st thereafter. Either party may cancel this Agreement upon the giving of 60 days advance written notice without cause, or upon 30 days notice with cause, unless that cause has been corrected within the 30 day period. Cause means a material breach of any provision of this Participation Agreement. Notwithstanding, anything contained herein to the contrary, Participant may cancel this Agreement upon three (3) days notice in the event SISC III fails to make any payment to Delta as required hereunder. Notification of intent to cancel by either party must be in writing directed to either party's address.

IV. INDEMNIFICATION

1. SISC III shall defend and hold harmless Participant and their respective agents, employees, affiliates, successors and assigns from and against any and all claims, injury, losses, demands, cost (including actual attorneys' fees incurred), damages or any liability whatsoever arising out of negligent acts or misconduct by SISC III or from the performance or nonperformance of this Participation Agreement by SISC III except as to any liability caused by Participant's act, omission or nonperformance of this Participation Agreement.

2. Participant shall defend and hold harmless SISC III and their respective agents, employees, affiliates, successors and assigns from and against any and all claims, injury, losses, demands, or cost (including actual attorneys' fees incurred), (1) resulting from any claims by any party related to the release of information by Participant to SISC III, or (2) arising out of Participant's negligent acts or misconduct.

IN WITNESS WHEREOF, Participant and SISC III (Self-Insured Schools of California) have caused this Agreement to be executed by persons authorized to act in their respective names.

Marin Community College District
By: __________________________________________
Date: ________________________________________

Self-Insured Schools of California (SISC III)
By: __________________________________________
Date: ________________________________________
# College of Marin
## DD/SISC Monthly Invoice Calculation
### July 2014 through September 2015

- **Paid Claims**: From 1/1/13 To 12/31/13 $539,771.31
- **Delta Dental Recommend Adjustment for Premier Plus**: -7.34% $39,619.21
- **Adjusted Paid Claims**: $500,152.10
- **Total Enrollment**: From 1/1/13 To 12/31/13 4,611
- **Paid Claims PCPM**: From 1/1/13 To 12/31/13 $108.47
- **Trend**: 19.5 Months @ 6.0% 1.099
- **Proj. Paid Claims PCPM**: From 7/1/14 To 9/30/14 $119.24
- **DD Admin Fee**: 5.87% 1.0587
- **Proj. DD Costs PCPM**: $126.24
- **SISC Admin Fee PCPM**: $0.20
- **Alliant Program Management Fee PCPM**: $1.00
- **Proj. Total Cost PCPM**: $127.44
PARTICIPATION AGREEMENT

Whereas Marin Community College District (hereinafter called "Participant") has established a self-funded vision plan and whereas Participant will be enlisting the services of SISC III (Self-Insured Schools of California—hereinafter called SISC III). Whereas Participant agrees that SISC III entered into an Administrative Services Agreement with VSP to provide eligibility data, forwarding of payments for claims and administrative costs, and to act as a single contract source for SISC III participants; and whereas SISC III will provide Participant with reporting on a periodic basis; therefore, Participant desires to enter into a Participation Agreement with SISC III effective July 1, 2014, under the following terms and conditions:

I. SISC III’s RESPONSIBILITIES:

   SISC III shall have the following responsibilities during the term of this Agreement.

   A. Enrollment and Eligibility

   SISC III will supervise initial and subsequent enrollment of Participant’s eligible employees. SISC III will furnish VSP with a monthly eligibility tape containing names of all eligible employees, based on the information supplied to SISC III by Participant. SISC III will communicate with VSP and Participant regarding any eligibility inquiries on eligible employees of Participant who were not listed on the Eligibility List.

   B. Eligibility Listings

   SISC III will provide Participant with an Eligibility List by the last day of the month, showing all eligible employees who were reported to SISC III by Participant for that month.

   C. Collection of Payments

   SISC III will be responsible for collecting funds from Participant sufficient for payment of vision benefits and the VSP administration fee. SISC III will wire transfer the amount of claims/administration costs to VSP monthly without regard for late or nonpayment by other Participants of SISC III. SISC III agrees to allow Participant access to its books and records upon reasonable request and at reasonable times to ensure SISC III’s faithful performance of the terms, conditions and covenants herein.

   D. Reporting

   SISC III will provide Participant with monthly Expense Reports reflecting claims activity within the VSP plan(s). A monthly claims report will be provided by VSP directly to SISC III and the Participant. In addition, SISC III will provide the Participant with a report detailing all transactions that occur each contract term. Any requests for specialty reports will be provided by VSP at an additional cost to the Participant.
E. Inquiries

SISC III will respond to all inquiries by Participant regarding eligibility, renewals, funding of benefits, and administrative expenses.

F. Evidence of Coverage Booklets

SISC III will distribute to Participant the Evidence of Coverage booklets furnished to SISC III by VSP.

G. Representation to VSP

SISC III will assign a representative to act as a contact with VSP for information dissemination and, with prior written approval and authorization, to negotiate new terms of contract with VSP.

H. Participation Agreement

SISC III will obtain from Participant a signed Participation Agreement which shall be forwarded to VSP.

I. Renewal Notice

SISC III shall provide Participant with any proposed rate increase at least 60 days prior to annual renewal date.

II. PARTICIPANT’S RESPONSIBILITIES:

A. Eligibility Listings

Participant will provide complete eligibility listing and enrollment information to SISC III, along with any necessary changes to employee status (permitted or retroactive additions, deletions, changes of family status) on or prior to the 15th of the month preceding eligibility.

B. Claims and Administration Services Payments

On the first working day of each month, Participant will transfer funds to SISC III. The amount transferred (see attachment A) is an estimate of monthly paid claims and administrative fees sufficient to cover the monthly disbursements by VSP and SISC administrative costs.

Late payments will be assessed fees as follows:

i. Payments postmarked after the 3rd working day of the month will be assessed a fee equal to 1% of the amount on Attachment A.

ii. Payments postmarked after the 10th working day of the month will be assessed a fee equal to 2% of the amount on Attachment A.

C. COBRA Eligible Members

Participant shall be responsible for its member employees and/or dependents who may elect to maintain benefits under the Federal COBRA provisions. Various letters,
notifications, election forms and premium payment tracking shall be provided to its member employees (or former employees) by Participant. Eligible COBRA employees and/or dependents shall be reported to SISC III in the same manner as other eligible employees, with Participant maintaining the responsibility of tracking the various time limits of eligibility.

III. TERM AND TERMINATION

The initial term of the Agreement shall be for Fifteen (15) months, commencing on July 1, 2014 and renewing on October 1, 2015 and each October 1st thereafter. Either party may cancel this Agreement upon the giving of 60 days advance written notice without cause, or upon 30 days notice with cause, unless that cause has been corrected within the 30 day period. Cause means a material breach of any provision of this Participation Agreement. Notwithstanding, anything contained herein to the contrary, Participant may cancel this Agreement upon three (3) days notice in the event SISC III fails to make any payment to VSP as required hereunder. Notification of intent to cancel by either party must be in writing directed to either party's address.

IV. INDEMNIFICATION

1. SISC III shall defend and hold harmless Participant and their respective agents, employees, affiliates, successors and assigns from and against any and all claims, injury, losses, demands, cost (including actual attorneys' fees incurred), damages or any liability whatsoever arising out of negligent acts or misconduct by SISC III or from the performance or nonperformance of this Participation Agreement by SISC III except as to any liability caused by Participant's act, omission or nonperformance of this Participation Agreement.

2. Participant shall defend and hold harmless SISC III and their respective agents, employees, affiliates, successors and assigns from and against any and all claims, injury, losses, demands, or cost (including actual attorneys' fees incurred), (1) resulting from any claims by any party related to the release of information by Participant to SISC III, or (2) arising out of Participant's negligent acts or misconduct.

IN WITNESS WHEREOF, Participant and SISC III (Self-Insured Schools of California) have caused this Agreement to be executed by persons authorized to act in their respective names.

Marin Community College District

By: __________________________________________

Date: ________________________________________

Self-Insured Schools of California (SISC III)

By: __________________________________________

Date: ________________________________________
College of Marin
VSP/SISC Monthly Invoice Calculation
July 2014 through September 2015

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<th>Amount</th>
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<td>Proj. VSP Costs PCPM</td>
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<tr>
<td>Alliant Program Management Fee PCPM</td>
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</tr>
<tr>
<td>Proj. Total Cost PCPM</td>
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Recommend holding current funding level of $15.50.
**BACKGROUND:**

The District currently has agreements with various clinical agencies to provide clinical training experience for the District’s Emergency Medical Technician (EMT) students. The District wishes to enter into an agreement with Medic Ambulance for experience for our EMT program.

The attached Agreement uses the District’s Boilerplate agreement and has been reviewed by School and College Legal Services and the District’s insurance administrator, Keenan and Associates.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the attached clinical agreements for Medical Assisting clinical experience.

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**Administrator Initiating Item**

*Greg Nelson, Vice President, Finance and College Operations*
THIS AGREEMENT is made this 23 day of March 2014, by and between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter called “College”, and Medic Ambulance hereinafter called “Ambulance Company.”

WITNESSETH

WHEREAS, the College offers programs which require that students gain experience in a variety of clinical settings as part of their health sciences education and training, and

WHEREAS, Ambulance Company is a health care provider with Medic Ambulance facility located at 506 Couch street, Vallejo, CA 94590 WHEREAS, Ambulance Company’s facilities are suitable for providing clinical field experience opportunities for College’s students enrolled in the College’s Emergency Medical Technician I training course (“Program”); and

WHEREAS, it is beneficial to the Ambulance Company to support the education and training of future health care personnel;

NOW, THEREFORE, the parties agree as follows:

I. COLLEGE’S DUTIES AND RESPONSIBILITIES

A. The College shall designate an employee as the primary contact person for the administration of this Agreement.

B. The College shall designate for assignment to the Ambulance Company only students currently enrolled in the Program.

C. The College shall be responsible for Program content, instruction, attendance records, academic standards, and student evaluations.

D. The College shall provide sufficient qualified instructors to work with Ambulance Company’s staff in planning and coordinating student clinical field experiences.

E. The College shall provide Worker’s Compensation insurance for College employees and for students assigned to Ambulance Company’s facilities pursuant to this Agreement, but students shall not be considered employees of College for purposes of this Agreement.

II. AMBULANCE COMPANY’S DUTIES AND RESPONSIBILITIES

A. Ambulance Company shall designate a primary contact person for the administration of this Agreement.

B. In compliance with all applicable laws and to the extent necessary to ensure safe and continuous patient health care, Ambulance Company shall at all times staff its facility with a sufficient number of its own fully-trained, appropriately licensed personnel. The College’s instructors and students shall not be included in Ambulance Company’s calculation of staffing ratios.
C. Ambulance Company shall assign appropriately trained and qualified staff to supervise students who are assigned pursuant to this Agreement.

D. Ambulance Company shall, upon request, permit visits to its facilities by agencies having jurisdiction over the College’s accreditation status.

E. Ambulance Company shall provide:

1. Orientation for instructors and/or students;
2. Qualified supervisors for students assigned to Ambulance Company’s facility pursuant to this Agreement;
3. Space for storage of personal belongings when assigned to Ambulance Company’s facility;
4. Conference space when available; and
5. Use of cafeteria at individual’s expense.

F. In accordance with Ambulance Company’s policies Ambulance Company shall provide first aide or emergency medical treatment for students who are injured at Ambulance Company’s facility while participating in a clinical field experience under this Agreement.

III. PARTIES’ JOINT DUTIES AND RESPONSIBILITIES

A. The College shall develop written student “Learning Objectives” which specify the kind and level of clinical competencies a student is expected to achieve during student’s assignment to Ambulance Company’s facility. Ambulance Company shall provide opportunities for clinical field experiences that are consistent with the Learning Objectives mutually agreed upon by the parties.

B. The College shall notify Ambulance Company of its intended clinical rotation schedule for student assignments including beginning and ending dates, number of students, and their level of preparation. The beginning and ending dates and number of students assigned to Ambulance Company’s facilities shall be subject to parties’ mutual agreement which shall be coordinated by their respective contact persons.

C. The parties’ respective contact persons shall work together to establish appropriate communication channels and schedule conferences, as necessary, to provide continuous discussion of students’ progress and any performance/conduct concerns.

D. The parties agree that students shall be subject to Ambulance Company’s immunization and health clearance requirements prior to participation in any clinical field experience under this Agreement and other mutually agreed upon policies and procedures.

E. The parties agree that any staff assigned by Ambulance Company to supervise students under this Agreement shall meet the qualifications required by: National Registry of Emergency Medical Technicians and other requirements as the parties mutually agree.
IV. HOLD HARMLESS

Each party agrees to defend, indemnify, and hold harmless the other party and its board of trustees, officers, agents and employees from and against any and all claims, demands, damages, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of or resulting from the acts or omission, with respect to this Agreement, of the party or its board of trustees, officers, agents or employees.

V. INSURANCE

A. At all times this Agreement is in effect each party shall maintain occurrence-based general liability coverage with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate, combined single limit. At the commencement of this Agreement and prior to expiration of any policy required hereunder, each party shall provide the other with a certificate of insurance evidencing the required coverage and an endorsement naming the other party and its board of trustees, officers, agents and employees, as additional insured. At its option College may provide for such insurance through membership in the Northern California Community Colleges Self Insurance Authority (NCCCSIA, a joint powers authority.

B. At all times this Agreement is in effect College shall maintain professional liability insurance for its instructors and students with limits of $1,000,000 per occurrence and $3,000,000 annual aggregate.

C. College Instructors and students shall be covered by College’s Worker’s Compensation program, but students shall not be considered employees of the College for purposes of this Agreement.

VI. NON-DISCRIMINATION

The parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination statues and regulations required by law to be included in this Agreement shall be deemed incorporated herein by this reference.

VII. TERM AND TERMINATION

This AGREEMENT shall commence on March 23, 2014, and continue in effect until either party serves the other with a notice of termination or the parties mutually agree to terminate this Agreement. The termination of this Agreement shall be as to the assignment of any new students to the Ambulance Company’s facilities. All students then-currently assigned to Ambulance Company’s facilities shall be permitted to complete their clinical rotation unless the parties otherwise mutually agree.

VIII. GENERAL PROVISIONS

A. This Agreement may be amended at any time only by mutual written agreement of the parties.
B. The parties shall first meet and confer to resolve any disputes arising out of this Agreement. If the parties are unable to so resolve a dispute, before proceeding to litigation, they shall participate in mediation before a mediator selected by the parties by mutual agreement or by alternately striking names from a list of mediators requested by the parties from a mediation service.

C. Notices required or permitted under this Agreement shall be served on the parties personally, or by certified or registered mail, to the attention of the designated primary contact person at the address set forth below:

MARIN COMMUNITY COLLEGE DISTRICT
AGENCY
Vice President of College Operations
Medic Ambulance
835 College Avenue
506 Couch street
Kentfield, CA 94904
Vallejo, CA 94590

D. If any portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be severed and the remaining terms and conditions shall continue in full force and effect.

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

MARIN COMMUNITY COLLEGE DISTRICT:

By: ____________________________
Greg Nelson, Int. Vice President, College Operations
(Signature)

Date: ____________________________

AMBULANCE COMPANY: Medic Ambulance

By: ____________________________
Chief Administrative Officer,
(Signature)

Date: 8/31/14
BACKGROUND:

Administrative Procedure 6345, Contracts – Professional Services, states that any service costing more than $30,000 requires the solicitation of formal bids. The District requested bids for Bookstore Services. An invitation to bid was posted on the Fiscal Services website, advertised in the Marin Independent Journal, and hard copies were mailed to a list of identified vendors. Bid packets were sent to the following vendors:

1. Barnes & Noble College Booksellers
2. Follett Higher Education Group
3. Book Passage
4. Diesel Books
5. Copperfield’s Books
6. Pt. Reyes Books
7. Depot Bookstore Café
8. Whyte’s Booksmith
9. First Street Books

The District received two bids as listed below with scoring totals

Barnes & Noble College Booksellers 283 Points
Follett Higher Education Group 368 Points

All bids have been reviewed and staff recommends using Follett Higher Education Group for Bookstore Services.

RECOMMENDATION:

The President/Superintendent recommends the Board of Trustees approval of a contract with Follett Higher Education Group for bookstore services.

Administrator Initiating Item

Greg Nelson, Vice President of Finance and College Operations
I. DISTRICT REQUIREMENTS

THIS AGREEMENT, executed this 20th day of May by and between the BOARD OF TRUSTEES OF MARIN COMMUNITY COLLEGE DISTRICT, a body corporate of the State of California, for Marin Community College hereinafter referred to as “DISTRICT”, and Follett Higher Education Group, Inc., a body corporate of the State of Illinois, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, the DISTRICT is desirous of granting to CONTRACTOR the right to operate the College of Marin Bookstore, under the Terms and Conditions hereinafter set forth and,

WHEREAS, CONTRACTOR is desirous of operating said College of Marin Bookstore under the Terms and Conditions hereinafter set forth,

NOW, THEREFORE, in furtherance of the above stated purpose and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Term of Contract
   The effective date of this Contract shall be upon signing, and shall terminate after a five (5) year period. The contract may be extended based upon terms mutually agreeable to both parties.

2. Termination of Contract
   a. Either party may terminate this Contract with or without cause upon one hundred twenty (120) days prior written notice.
   b. In the event of termination or expiration of this Contract, CONTRACTOR will be responsible for all inventories on hand.

3. Bookstore Name
   The name of the bookstore shall be and remain “College of Marin Bookstore”. Signs for identification and hours of operation will be posted at the entrance of the store. All signs and signage will be provided by CONTRACTOR. All signs and signage will be consistent with the DISTRICT’s signage standards and must be approved in advance by the DISTRICT’s Vice President of College Operations.

4. Exclusivity
   a. DISTRICT will grant CONTRACTOR the exclusive vendor right to buy and sell all:

   - Textbooks
   - Workbooks
   - Fictional books
   - Magazines
   - Class rings
   - General reference books
   - Paperback books
   - School supplies
   - Clothing with Marin Community College logo
b. If CONTRACTOR chooses to sell US postage stamps, they shall be sold at face value.

c. CONTRACTOR shall have the exclusive right to buy, sell, and distribute the foregoing merchandise (including the right to select vendors) free from any alternate source licensed, endorsed, or otherwise approved or supported by the DISTRICT, on Marin Community College campuses, by catalog or through electronic commerce, including hyperlinks to alternate sources. CONTRACTOR shall maintain all 1st quality/high quality merchandise.

d. DISTRICT reserves the right to pre-approve all products sold on campus.

e. Nothing in this contract shall prevent DISTRICT, non-profit student or athletic fund raisers from selling merchandise which is also available from CONTRACTOR.

f. DISTRICT and CONTRACTOR may negotiate additional bookstore-related services as needed during the term of this contract.

g. CONTRACTOR agrees that it will not in any manner use the credit or the name of DISTRICT in connection with its business or affairs without prior written consent of the DISTRICT’s Vice President of College Operations.

h. CONTRACTOR will not sublease or assign, either in whole or in part, any portion of the structure(s) provided. The DISTRICT retains the right to inspect all areas of the Bookstore, and CONTRACTOR agrees to permit inspection at any reasonable time by the DISTRICT’s Vice President of College Operations or designee.

5. Exceptions to Exclusivity

a. The contract will grant exclusive rights to all bookstore service requirements of the DISTRICT, with the exception that the DISTRICT may purchase any Athletic Department apparel and/or career technical education uniforms including items for resale, and the DISTRICT may purchase directly from publishers any required booklets, etc., for self-supporting or non-credit programs where normally the cost of the trade/reference book is included in the tuition of the class.

b. CONTRACTOR will be offered a first right of refusal on such trade reference books. If CONTRACTOR, after adding its gross margin, cannot be competitive to the DISTRICT’s cost, DISTRICT will exercise its right to directly purchase and distribute said books.
c. CONTRACTOR agrees that DISTRICT may allow its students to periodically set up an organized “book fair/book swap” program, (i.e., an organized effort where students set up manned or unmanned tables to swap books.)
d. The District currently sells school supplies and other items at the IVC campus and will continue to do so unless negotiated otherwise.
e. The District (including associated student bodies and clubs) are exempt and may sell or give away items occasionally. Items purchased by the District for such purpose do not have to be purchased through the CONTRACTOR.

6. **DISTRICT Logos**
CONTRACTOR shall have the non-exclusive right to use the DISTRICT seal and logo on store signage and collateral materials, the store Internet site, and on stationery, graduation announcements, soft goods including clothing, umbrellas, cups, clothing, binders, pens, pencils, decals, and other items which are manufactured to be sold by the Bookstore.

7. **Restrictions**
DISTRICT may forbid both the display and sale of any objectionable item(s). The following items may not be displayed or sold in the College Of Marin Bookstore:
   a. Other Contractual obligations
   b. Food (Except snack foods, such as candy bars, sodas, chips, peanuts, pre-packaged food products, ice-cream, etc.). Marin Community College has separately contracted with a food service provider who has sales rights to foodstuffs on campus).
   c. Cigarettes and other tobacco products
   d. Liquor
   e. Gambling items
   f. Sexually explicit materials

8. **Revenue to Marin Community College District**
   a. Revenue shall be derived based on all sales to faculty, staff, students, or others.
   b. The desired minimum amounts shall be paid to DISTRICT as revenue as follows:

<table>
<thead>
<tr>
<th></th>
<th>Guaranteed Annual Minimum Sales Commission:</th>
<th>$120,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Percent Commission to Marin Community College District from Gross Revenue up to $2,000,000 annually:</td>
<td>12.75</td>
</tr>
<tr>
<td>2.</td>
<td>Percent Commission to Marin Community College District from Gross Revenue over $2,000,000 annually:</td>
<td>13.75%</td>
</tr>
</tbody>
</table>

   c. Monthly rent of $1,000 will be paid automatically on the first of each month. Monthly rent is not part of the guaranteed annual minimum sales commission.
d. Payment for the previous month shall be made within 15 days of the end of the following month to:

Marin Community College District  
Accounts Receivable Dept.  
1800 Ignacio Blvd.  
Novato, CA  94949

Included with the payment should be a full report of the Bookstore's monthly sales and gross revenue for the preceding period. CONTRACTOR will maintain records on the premises of the Bookstore so that DISTRICT may determine the accuracy of the reports and provide other reporting - ad hoc at the request of the DISTRICT representatives.

e. The term “gross revenue” shall be defined to be all revenue received from the gross sales of all merchandise sold in the College Of Marin bookstore, or the store’s World Wide Web page less refunds. Subject to negotiations during the RFP process, it may not include:

   i. Computer hardware  
   ii. Academically discounted software sales  
   iii. Commissions earned from rings or graduation regalia’  
   iv. CONTRACTOR-funded scholarship sales  
   v. Sales at the faculty and staff discount described above, or,  
   vi. Any amounts added to the selling price due to:

      1. Sales tax  
      2. Excise tax  
      3. Any other taxes  
      4. Merchandise transferred to other stores

f. Capital investment consistent with DISTRICT facilities/education plan.

g. Other Revenue to be provided to the District by Follett:

   i. $150,000 minimum sales commission in the first year  
   ii. $165,000 investment for Campus Store Renovation  
   iii. $32,000 for the installation of the JDA/Windows DSS point-of-sale system and store management system  
   iv. $5,000 annually in general scholarship contributions for each full contract year during the term of this Agreement – to be administered by the DISTRICT; check to be made payable to Marin Community College District payable July 1 of each year  
   v. $5,000 annually contributed for textbook scholarships for each full contract year during the term of this Agreement – to be administered by the DISTRICT; check to be made payable to Marin Community College District payable July 1 of each year
vi. $50,000 one-time signing bonus payable to Marin Community College District within 90 days of execution of this Agreement.

9. Discounts
   a. District faculty and staff discounts shall be provided, and at a minimum, be within the range of 10 - 25% or greater from regular retail prices on any merchandise regularly carried or available for purchase, excluding text books, sale merchandise and academically discounted software.
   b. DISTRICT departments’ discount shall be 25% or greater off of purchases of supplies, excluding textbooks, sale merchandise, academically discounted software, and snack food.

10. Technology / Point of Sale System
    a. CONTRACTOR shall implement the latest electronic and technological innovations for students and other customers to order books, supplies, and gift items.
    b. CONTRACTOR will provide a high quality, interactive website to include a secure server for the purchase of books and merchandise electronically. CONTRACTOR will further develop the merchandising program through the website.
    c. A Point of Sale (POS) electronic scanning system will be required to be used at the College of Marin bookstore location.
    d. A proven, leading edge POS system for the bookstore will enable all registers to act as full service workstations to deliver efficient services and capture necessary data. Specifically, the POS registers will be able to process all sales, accept credit and debit card transactions, and process a wide array of financial aid/in-house credit card payments. The POS software package shall tie together information captured at the register with the backroom functions to provide managers with up to the minute visibility of store operations including inventory, accounts receivable trade book ordering/availability, general merchandise, and other relevant management functions and reports such as sales trend reporting and others as mutually agreed upon.
    e. CONTRACTOR shall pay all applicable local, state and federal taxes, in force or enacted. The DISTRICT shall not be responsible for any debts or deficits incurred by CONTRACTOR. Prices to be charged for goods and services are to be determined by CONTRACTOR, but the DISTRICT has the right to request review and the reconsideration of prices judged to be excessive and CONTRACTOR agrees to disclose actual cost of any item(s) reviewed.
    f. CONTRACTOR shall at no charge, handle various types of student vouchers and or debit cards. CONTRACTOR shall also provide for the special handling, tracking, and paperwork in order to accommodate these students. CONTRACTOR shall at no extra charge, provide for the sale of transportation passes.
11. Recordkeeping / Accounting Practices
   a. CONTRACTOR shall maintain records of all sales, collections and inventories from DISTRICT operations, including Internet sales and other records as mutually agreed upon. All record keeping and accounting practices shall be in sufficient detail requirements applicable to a California Community College and be consistent with best practices of the college bookstore industry and be in compliance with all Federal and State laws and regulations, GAAP financial recordkeeping reporting.
   b. CONTRACTOR shall provide audited financial statements for the CONTRACTOR Corporation prepared by an independent Certified Public Accounting (CPA) firm on an annual basis within sixty (60) days following the end of CONTRACTOR’s fiscal year. Additionally, CONTRACTOR will provide self-certified financial statements for the operations of the College Of Marin Bookstore within thirty (30) days following the end of the DISTRICT fiscal year. CONTRACTOR and its CPA shall conduct random audits of the bookstore on a regular basis and report results to DISTRICT representatives.
   c. Records and reports shall be provided by text title when requested by DISTRICT.

12. Access and Audits
   a. CONTRACTOR agrees to permit the DISTRICT’s or the State of California auditors, authorized representative, staff or agents to examine, inspect, and have access to the books, records, papers, equipment, and facilities, at all reasonable and proper times with respect in order to assure that each of the provisions of this Contract is being performed in a manner satisfactory to the DISTRICT.
   b. CONTRACTOR shall maintain adequate records for at least two (2) years after completion of this contract. DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours upon five (5) days written notice.
   c. DISTRICT /State’s auditor(s) may, including but not limited to, need access to the following documents during an audit:
      i. Sales Receipts
      ii. Cancelled checks
      iii. Deposit slips
      iv. Insurance documents
   d. The above listed records may be kept on CONTRACTOR’s campus premises, and be made available at that location.

13. Credit / Debit Cards
    CONTRACTOR shall accept credit cards (including but not limit to Master Card, VISA, American Express and Discover), and will pay all merchant charges associated with acceptance of these credit cards. In addition, contractor will accept debit cards for the amount of purchase at the bookstore subject to appropriate ID.
14. **Bad Checks**

DISTRICT will not be responsible for pursuing the collection of monies due from students as a result of bad checks and charges. Acceptance of personal checks will be at the discretion of the CONTRACTOR, since they will also assume the risk associated with bad checks.

15. **Refund Policy – General Merchandise**

CONTRACTOR shall identify and implement a refund and exchange policy for general merchandise, which must have the prior approval of DISTRICT’s representative. College of Marin Bookstore will issue full purchase price refunds for textbook and course-related supply returns under the following conditions:

a. Textbooks and course-related supplies may be returned for any reason for five (5) days in Fall and Spring and three (3) days during Summer from the first day of classes for a full refund.

b. Books for Late Start, Fast Track, and summer semester classes may be returned for a full refund for one (1) to three (3) business days from the start of the class.

c. All books and course-related supplies must be returned in original condition. Items sold in shrink-wrap must be returned unopened to receive a full refund. In limited situations, at the discretion of the management, a used book refund may be available for shrink-wrapped items that have been opened.

d. The customer must have the original register receipt to receive a refund. Purchases made on a credit card must be refunded to the same credit card, and the customer must have the card with them at the time of the return. In some situations (at the discretion of the management) where the customer has lost a receipt or the credit card account is no longer active, at College Of Marin Bookstore Gift Card may be issued to the customer for the amount of the refund in lieu of cash or credit card refund.

16. **Advertising Materials**

DISTRICT shall have the right of prior approval of all signs, posters, ad copy, or other Bookstore advertising materials or advertisements placed DISTRICT premises, or in publications, or otherwise placed by CONTRACTOR.

17. **Marketing Plan**

CONTRACTOR will provide DISTRICT with a formal, detailed marketing plan on or before June 1, 2014, and on or before July 1, of each contract year when the plan shall be updated. The marketing plan shall address each item currently for sale in the bookstore and any new items proposed by CONTRACTOR. Such plans shall target year-to-year result of increasing sales.

18. **Promotions**

As an important part of the merchandising program, CONTRACTOR will offer major theme promotions and events throughout the school year. These promotions include offering high quality books and merchandise for sale to the DISTRICT community at significant savings.
CONTRACTOR will work closely with the DISTRICT, various community groups on campus, and alumni groups affiliated with the DISTRICT. The goal will be the development of various promotional programs designed to stimulate the continued support of the DISTRICT through the sale of emblematic clothing, and other high-quality books and merchandise. Promotions and events shall be planned in collaboration with the DISTRICT representative.

19. Customer Service
DISTRICT’s goal for this contract is to provide extraordinary customer service to its students. CONTRACTOR shall adopt this same philosophy and have a sincere interest in service with pride. Additionally the Bookstore staff should be sensitive and responsive to the needs of both students and faculty, and be compatible with the educational and cultural objectives and atmosphere of DISTRICT.

20. Merchandise Delivery / Shipments
   a. CONTRACTOR shall make all arrangements for delivery, unloading, receiving, and storage of merchandise. DISTRICT will not assume any responsibility for receiving or handling these shipments.
   b. CONTRACTOR shall bear all costs and responsibilities for handling outgoing and incoming U.S. mail and package shipping and receiving.

21. Retail Selling Prices
   a. On new textbooks and trade books, not more than the publishers’ list price, or a 25% gross margin (cost divided by .75, inclusive of restocking fees and return penalties) on net price books and list price books sold to CONTRACTOR at less than a 25% discount off list, plus a freight pass-through.
   b. On e-books, e-course packs, course packs, text “packages,” “kits,” “sets,” and “bundles,” and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70, inclusive of restocking fees and return penalties), plus a freight pass-through.
   c. On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices.
   d. On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

22. Textbook Buy-Back
   a. CONTRACTOR shall re-purchase used textbooks from students.
   b. Used textbooks, in good condition, shall be repurchased at the buy-back price of not less than 50% of the retail price if CONTRACTOR has determined that the textbooks are necessary for the following academic term and that current stock levels require book purchases.
23. Retail Selling Prices of Used Books
   a. All used book materials in good condition shall be sold at no less than 75% of
      the current retail price. CONTRACTOR agrees to provide written proof of pricing
      when requested by DISTRICT.
   b. DISTRICT and CONTRACTOR agree that the sale of used textbooks will benefit
      the students, and every effort shall be made to offer as many used textbooks as
      is possible.

24. Textbook Price Increase / Re-pricing Policy
   DISTRICT recognizes publishers normally annually attempt to pass on an industry wide
   price increase. CONTRACTOR will make every effort not to increase prices on textbooks
   already in stock during the registration and returns period. CONTRACTOR will notify
   DISTRICT’s Representative of any instance where a price increase occurs.

25. Textbook Adoptions
   a. CONTRACTOR’s store manager(s) shall maintain close communications with
      academic departments and administrative staff to ensure a regular and timely
      exchange of information on required texts and supplemental material utilized
      by the faculty.
   b. CONTRACTOR’s store manager(s) shall provide each department with text
      purchase history each semester. The store managers shall develop and enhance
      electronic systems for updating class registration information to optimize the
      correctness of the number of textbooks ordered for each course.
   c. DISTRICT staff shall complete Textbook Adoption forms and return them to the
      Bookstore in a timely manner. The completed forms shall include, but not
      limited to:
      i. Quantity of books required
      ii. Title
      iii. Edition
      iv. Study Guide and other peripheral items needed for each class
   d. With exception of the Fall Term, CONTRACTOR and Marin Community College
      shall make every effort to insure that the bookstore receives the necessary
      textbook adoption information at least eight (8) weeks preceding the beginning
      of a new term. Textbook adoptions for the Fall Term must be received by the
      Bookstore no later than the end of the preceding April. Marin Community
      College shall notify CONTRACTOR of both estimated and actual class enrollment
      figures.
   e. CONTRACTOR shall ensure that all textbooks are received prior to the first day
      of classes if textbook adoption information is received in accordance with 26) d)
      above.
   f. CONTRACTOR shall ensure that stock levels are sufficient to provide books to all
      students registered in accordance with the class enrollment figures provided by
      DISTRICT.
26. Stock-Outs
   a. Stock-outs are unacceptable. CONTRACTOR shall ensure that textbooks are available for all registered students.
   b. Any quantity of textbooks needed, but not in stock at the required time (where sufficient notice was given), will be ordered/shipped “next day or second day air” at CONTRACTOR’s expense to assure prompt textbook availability for the students.

27. Textbook Rental Program and e-Textbooks
   CONTRACTOR shall implement industry leading, best practices with regard to Textbook Rental Programs and e-Textbooks.

28. Financial Aid
   CONTRACTOR shall be prepared to, during the term of this contract; grant credit to students who receive financial aid in accordance with DISTRICT procedures. The DISTRICT may, at some point in the near future, provide CONTRACTOR with access to student's financial aid award balances, and CONTRACTOR shall be responsible for posting charges against these balances. Credit shall be limited to books and/or supplies as specified by Financial Aid, Grant, or Agency. A valid invoice for payment must include all required back-up documentation to be considered complete.

29. Utilities
   a. DISTRICT shall provide all electrical utilities, HVAC, and pest control services necessary to operate the bookstore. CONTRACTOR shall pay its pro rata share. Marin Community College shall provide semi-annual invoices payable within thirty (30) days of the invoice date.
   b. CONTRACTOR shall provide telephone, data, and janitorial/cleaning services necessary within the store areas.
   c. DISTRICT shall provide dumpster services. All cardboard containers/boxes must be broken down and taken to a designated area. CONTRACTOR shall comply with all recycling policies and programs established by DISTRICT.

30. Security
   a. The DISTRICT provides police services.
   b. CONTRACTOR shall cooperate fully with DISTRICT’s representative, Chief of Police, and/or designated administrator on issues of discipline, District regulations, internal security, and theft control in the bookstore. CONTRACTOR may have individuals arrested for criminal activity such as theft and shoplifting. CONTRACTOR shall inform DISTRICT Representative, prior to prosecution, of any DISTRICT student or employee. DISTRICT reserves the right to have input into disciplinary matters for its students.
   c. CONTRACTOR shall provide a set of door keys to DISTRICT’s Maintenance & Operations and Police Departments, but it is understood that CONTRACTOR will control all door keys to the bookstore. CONTRACTOR may install a security system on the doors and windows of the bookstore facilities. In the case of
emergency, entry into the bookstore by DISTRICT, without prior knowledge of CONTRACTOR’s store manager(s), must be reported to the bookstore manager(s) as soon as possible.

31. Access to Facility
   From time-to-time, a District representative must gain access to the Bookstore for the purpose of life safety, sanitary, and fire inspections, or other emergency. These inspections may be performed during spring, winter, and holiday breaks, or other times when the Bookstore is closed.

32. Furniture, Fixtures, and Equipment
   a. CONTRACTOR shall provide all furniture, fixtures, and equipment required for the proper execution of bookstore operations. This will include but not be limited to:
      i. Office furniture
      ii. Office equipment
      iii. Display cases
      iv. Shelving
      v. Cash registers
      vi. Computers
      vii. Merchandising units
      viii. Storage for students items / Lockers
      ix. Copier
   b. CONTRACTOR shall provide a personal storage area for students being served by the bookstore.
   c. CONTRACTOR may provide and maintain display cases for Bookstore use at one or more locations on campus and/or off-campus centers.
   d. If CONTRACTOR installs any permanent or semi-permanent fixtures or equipment, it shall remain the property of CONTRACTOR and must be removed from the premises at the end of the contract. Any damage to the facility caused by such removal will be repaired by CONTRACTOR at its cost and to the satisfaction of DISTRICT.
   e. CONTRACTOR shall be responsible for all maintenance and repairs of its furniture, fixtures and equipment. DISTRICT shall not be responsible for providing any equipment.

33. Premises Alterations
   a. DISTRICT may make improvements to the Bookstore site. Should CONTRACTOR choose to make any improvements to the Bookstore site, it shall be solely at CONTRACTOR’s expense. DISTRICT shall not reimburse any costs for improvements to the premises. All costs of such renovations shall be borne by CONTRACTOR.
   b. DISTRICT shall be responsible for any loss resulting from failure of the current bookstore facilities to meet applicable building codes.
c. If additional satellite bookstores are needed in the future due to DISTRICT expanding, DISTRICT shall provide only a “shell”, which includes floor coverings, and finished walls and ceiling. CONTRACTOR shall provide all furniture, fixtures, equipment, and shelving required.

d. CONTRACTOR shall make no changes or alterations to the premises unless authorized in writing by the DISTRICT’s Vice-President of College Operations.

34. Insurance

During the performance of the Services under this Contract, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in California.

a. General Liability Insurance with:
   i. bodily injury limits of not less than $3,000,000 for each occurrence, and
   ii. Property damage limits of not less than $3,000,000 for each occurrence.

b. Automobile Liability Insurance with
   i. bodily injury limits of not less than $3,000,000 for each person, and
   ii. not less than $3,000,000 for each accident, and
   iii. Property damage limits of not less than $3,000,000 for each accident.

c. Workers’ Compensation Insurance:
   i. in accordance with statutory requirements, and
   ii. Employer's Liability Insurance with limits of not less than $100,000 for each accident, and
   iii. $100,000 for each disease, and
   iv. $500,000 aggregate.

Policies other than Worker’s Compensation shall be issued only by companies authorized by maintaining certificates of insurance issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of California, and which maintain a Rating of "A-" or better, and a Financial Size Category of "VII" or better, according to the A.M. Best Company. Policies for Worker’s Compensation may be issued by companies authorized as a group self-insurer by California Statute 440.572.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish DISTRICT certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to DISTRICT. CONTRACTOR shall include Marin Community College as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of CONTRACTOR’s sub-contractors shall be required to include DISTRICT and CONTRACTOR as additional insured on their General Liability insurance policies.
If an “ACORD” Certificate of Liability Insurance form is used by CONTRACTOR’s insurance agent, the words “endeavor to” and “... but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives” in the ‘Cancellation’ paragraph of the form shall be deleted.

CONTRACTOR shall not commence providing services under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by DISTRICT.

35. Indemnification
   a. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, DISTRICT and CONTRACTOR agree to allocate such liabilities as follows:
   b. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless DISTRICT, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which DISTRICT, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of CONTRACTOR, its employees, or agents, arising out of or connected with this Contract. CONTRACTOR shall not be required to indemnify DISTRICT or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of DISTRICT, or its agents, employees or representatives.
   c. Upon completion of all Services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

36. Independent CONTRACTOR
   a. CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. DISTRICT shall have no right to supervise the methods used, but DISTRICT shall have the right to observe such performance. CONTRACTOR shall work closely with DISTRICT in performing Services under this Contract.
   b. CONTRACTOR shall not pledge DISTRICT’s credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
   c. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

37. Authority to Practice
   CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business, and that it will, at all times, conduct its business activities in a reputable manner.
38. **Compliance with Laws**
   In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

39. **Federal and State Taxes**
   a. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for inventory or materials to fulfill contractual obligations with DISTRICT.
   b. CONTRACTOR shall be responsible for payment of its own, and its share of its employees’ payroll, payroll taxes, and benefits with respect to this Contract.

40. **Governing Law and Venue**
    This Contract shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the Contract will be held in Marin County and the Contract will be interpreted according to the laws of California.

41. **Uncontrollable Forces**
    Neither DISTRICT nor CONTRACTOR shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, and other acts of nature, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

42. **Enforcement Costs**
    If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

43. **Non-Discrimination**
    CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, disability, age, or national origin.
44. **Waiver**

A waiver by either DISTRICT or CONTRACTOR of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate, or be construed to operate, as a waiver of any subsequent default or breach.

45. **Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

46. **Entirety of Contractual Agreement**

DISTRICT and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between DISTRICT and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, or terms and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

47. **Modification**

The Contract may not be modified unless such modifications are evidenced in writing signed by both DISTRICT and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

48. **Successors and Assignment**

a. DISTRICT and CONTRACTOR each binds itself and its directors, officers, partners, successors, executors, administrators, and legal representatives to the other party to this Contract. CONTRACTOR shall not assign this Contract without the express written approval of DISTRICT via executed amendment.

b. Should CONTRACTOR be sold to or acquired by another company, DISTRICT reserves the right to give one hundred twenty (120) days notice that it shall issue a Request for Proposal and seek to re-procure bookstore services.
49. **Contingent Fees**
CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

50. **Accessibility**
CONTRACTOR shall provide handicapped access in accordance with ADA and Standard Requirements for a Retail Bookstore. DISTRICT shall be responsible for any building alterations required by the city, state, or federal government.

51. **Contract Administration**
a. Services of CONTRACTOR shall be under the general direction of DISTRICT’s Vice President of College Operations, phone (415) 884-3100, who shall act as DISTRICT’s representative during the term of the Contract and shall provide daily coordination regarding the contract.
b. CONTRACTOR shall make its corporate representatives reasonably available to DISTRICT’s Vice President of College Operations to discuss and resolve any operational issues.

52. **Conflict of Interest**
During the course of any contractual relationship with DISTRICT, CONTRACTOR agrees to promptly and fully disclose any direct potential conflict.

53. **Drug-Free and Smoke-Free Workplace**
DISTRICT is designated as a Drug-Free and Smoke-Free Workplace. CONTRACTOR’s employees shall abide by and adhere to this policy.

54. **Notice**
a. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

   **As to DISTRICT:**
   Marin Community College District
   1800 Ignacio Blvd.
   Novato, CA  94949
   Attention: Vice President, College Operations
   Fax: (415) 883-3261
As to CONTRACTOR:
Follett Higher Education Group, Inc.
3 Westbrook Corporate Center, Suite 300
Westchester, IL 60154
Attention: Donald J. Germano
Fax: (708)884-0751

b. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

c. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and DISTRICT.

55. Key Personnel
CONTRACTOR shall notify DISTRICT in the event of key personnel changes which might affect this Contract. Notification shall be made within ten (10) days prior to said changes. DISTRICT has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

- Manager
- Assistant Manager

56. Employees - Contractor
a. DISTRICT has the right to approve all campus bookstore employees hired by CONTRACTOR. DISTRICT reserves the right to reject any bookstore employees who, in the judgment of DISTRICT, are not qualified to perform the work or are otherwise unsuitable to work on DISTRICT premises.
b. DISTRICT generally hires student and temporary employees seasonally as needed to assist with work flow.
c. CONTRACTOR’s employees shall dress in a clean and neat manner, and shall comply with DISTRICT parking, traffic, safety, security, and all other regulations on campus.
d. No changes in staffing levels will be allowed without the consent of DISTRICT.
e. CONTRACTOR shall provide DISTRICT Vice President of College Operations with a copy of their Employee Handbook.

57. Employees - District
The Bookstore employees who are members of the bargaining unit as defined under the Collective Bargaining Agreement between Marin and California School Employees Association (CSEA) are referred to hereinafter as “Classified Employees.” Subject to
contract negotiations, the Bookstore currently employs five (5) permanent Classified Employees (3 full-time, 2 part-time) who shall continue working in their present positions in the Bookstore for a minimum six (6) month evaluation period. Once the six (6) month evaluation period has ended, CONTRACTOR will provide a six (6) month evaluation for each Bookstore Classified Employee and hire the Bookstore staff as CONTRACTOR employees – this is subject to contract negotiations and will result in further discussion between CONTRACTOR and DISTRICT.

Until that time, all existing Classified Employees shall be maintained on DISTRICT’s payroll and employee benefit plans, and Marin Community College shall provide pay and employee benefits, including group insurance coverage, retirement contributions, paid vacation, and sick leave to all Classified Employees in accordance with the terms of the collective bargaining agreement and applicable law. The District currently employs five (5) permanent Classified Employees (3 full-time, 2 part-time) who shall continue working in their present positions in the Bookstore at the CSEA 2012/13 Salary range noted. Under CSEA Contract, employees earn longevity (up to 19.5%) and professional growth incentives.

- Bookstore Operations Assistant: $35,841-$43,563 (4.06 FTES)

  Benefits include:
  - PERS Retirement – 19.733%
  - Medical – maximum $1,785/month
  - Dental - $128.50/month
  - Vision - $15.50/month
  - Life - $8.60/month
  - Workers’ Compensation – 1.245% of salary
  - Unemployment Insurance – 0.05% of salary
  - FICA – 6.2% of salary up to cap
  - Medicare – 1.45% of salary

Contractor shall reimburse the district for salary and benefits costs of the above noted employees on a monthly basis no later than fifteen days following the end of the preceding month. Benefit rates change annually and any changes will be billed accordingly. Any salary schedule increases will also be billed accordingly.

58. Hours of Operation
   Hours of Operation shall, at a minimum, conform to Exhibit A. This schedule shall be applicable at all College Of Marin Bookstore locations. Any change in the hours of operation shall require the approval of DISTRICT Vice President of College Operations and/or designee.
59. **Maintenance / Repairs to Facilities**

Should there be a need for repairs to the facility; CONTRACTOR shall immediately notify DISTRICT Vice President of College Operations. Should the problem be of any emergency nature, and DISTRICT Vice President of College Operations is not available, CONTRACTOR shall immediately notify the Maintenance and Operations Department.

60. **Bonds**

CONTRACTOR shall be required to provide both a **Performance and Payment Bond** in the amount of **$500,000**. The surety company must meet the provisions required by California Statute 287.0935. Should the surety company become insolvent during the term of the contract, CONTRACTOR shall provide an alternate bond, acceptable to DISTRICT, within fifteen (15) working days from the date CONTRACTOR is notified of said insolvency, by any party.

61. **Fidelity Bond**

a. CONTRACTOR agrees to provide and maintain fidelity bonds or equivalent insurance, with DISTRICT as loss payee, in an amount not less than $10,000 for each employee.

b. The bond amount for employees handling or responsible for the handling of daily Gross Revenues shall be $50,000, in a form and drawn on such company as is acceptable to DISTRICT.

62. **Ownership of Documents / Information**

a. Any and all documents, records, disks, drawings, or other information shall become the property of DISTRICT for its use and/or distribution as may be deemed appropriate by DISTRICT. Electronic media shall not be password or otherwise protected. Data shall be easily accessible in Microsoft format.

b. The foregoing (63a) shall apply to store financial information only, and not to CONTRACTOR’s employment and payroll records, proprietary or licensed software, trademarks, copyrights, and other intellectual property, or other information required by contract or applicable law to be kept confidential. CONTRACTOR shall have a perpetual royalty-free license to use store financial information in its operations.

63. **Other**

Attachment A: Bid Form; Attachment B: Non-collusion Affidavit; Attachment C: Drug Free Workplace Certification; and Attachment D W-9; Exhibit A: Hours of Operation; Exhibit B: Commencement, Exhibit C: Learning Resources Center – College of Marin Bookstore Floor Plan; Exhibit D: Circular A-110; and Section 12: Other Information are attached to this contract and are considered part of the agreement upon execution of the final document.
By: __________________________
    Donald J. Germano
    President
Date: __________________________

By: __________________________
    Greg Nelson, Vice President
    Finance and College Operations
Date: __________________________
ATTACHMENT A: BID FORM

Pricing as outlined in section Bid Conditions, page 4

I/We agree to furnish the services for the prices listed in this Bid Proposal, and if we are the successful firm, will hold these prices firm through delivery.

Bid submitted by: __________________________ 4/18/14

Signature

________________________
Donald J. Germano

Print Name

________________________
President

Print Title

________________________
Follett Higher Education Group, Inc.

Company Name

________________________
3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154

Address

________________________
mperry@follett.com

E-mail Address

________________________
www.follett.com

Website Address

________________________
708.884.0000  708.8834.0751

Telephone Number  FAX Number

MARIN COMMUNITY COLLEGE DISTRICT
ATTACHMENT B: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF ____________

I, ___________________________, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The ___________________________ of Follett Higher Education Group, Inc., the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the
undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person,
   partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false
   or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
   other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement,
   communication, or conference with anyone to fix the bid price, or that of any other bidder, or to
   fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure
   any advantage against the public body awarding the contract or of anyone interested in the
   proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof,
   or the contents thereof, or divulged information or data relative thereto, or paid, and will not
   pay, any fee to any person, corporation, partnership, company, association, organization, bid
   depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____________ day of ____________, 2014, at ____________, ____________ (City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct.

______________________________
Signature

Donald J. Germano, President
Name Printed or Typed

3 Westbrook Corporate Center, Suite 200
(Address)

Westchester, Cook, Illinois
(City, County and State)

(708) 884-0000
(Area Code and Telephone Number)

Request for Proposal for Bookstore Services
Marin Community College District
ATTACHMENT C: DRUG-FREE WORKPLACE CERTIFICATION

I, ____________________, am the ______________________ of _____________________.
(Print Name) (Title) (CONTRACTOR Name)

I declare, state, and certify to all of the following.


2. I am authorized to certify, and do certify, on behalf of CONTRACTOR that a drug free workplace will be provided by CONTRACTOR by doing all of the following:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in CONTRACTOR’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
   B. Establishing a drug-free awareness program to inform employees about all of the following:
      (i) The dangers of drug abuse in the workplace;
      (ii) CONTRACTOR’s policy of maintaining a drug-free workplace;
      (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
      (iv) The penalties that may be imposed upon employees for drug abuse violations;
   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by CONTRACTOR in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. CONTRACTOR agrees to fulfill and discharge all of CONTRACTOR’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. CONTRACTOR and I understand that if the District determines that CONTRACTOR has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. CONTRACTOR and I further understand that, should CONTRACTOR violate the terms of the Drug-Free Workplace Act of 1990, CONTRACTOR may be subject to debarment in accordance with the provisions of California Government Code §683500, et seq.

5. CONTRACTOR and I acknowledge that CONTRACTOR and I are aware of the provisions of California Government Code §§8350, et seq., and hereby certify that CONTRACTOR and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at ____________________, this 18th day of ________ 2014.
(City and State)

_____________________
(Signature)

Donald J. Germano, President
Handwritten or Typed Name)

Request for Proposal for Bookstore Services
Marin Community College District
Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requestor. Do not send to the IRS.

Name (as shown on your income tax return)

FOLLETT HIGHER EDUCATION GROUP, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor  ☑ C Corporation  ☐ S Corporation  ☐ Partnership  ☐ Trust/estate

Exemptions (see instructions):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Part or type of payment:

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

See Specific Instructions on page 2.

Address (number, street, and apt. or suite no.)

3 WESTBROOK CORPORATE CENTER

City, state, and ZIP code

WESTCHESTER, IL 60154

Requestor’s name and address (optional)

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement Arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

[Signature of U.S. person]

Date

4/4/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requestor) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner’s share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.
EXHIBIT A: HOURS OF OPERATION

Hours of Operation

College Of Marin Bookstore

Fall and Spring Term (Normal Schedule):
Monday through Thursday: 8:00 am – 7:00 pm
Friday: 8:00 am - 3:00 pm
Saturday & Sunday Closed

Summer Term
Monday through Thursday: 8:30 am – 5:30 pm
Friday: Closed

(Hours subject to change during summer, holidays, and the first few weeks of semester)

During the first two weeks of each semester, Bookstore will be open on Saturdays. Hours to be approved by College's Vice President of College Operations.
EXHIBIT B: COMMENCEMENT ACTIVITIES PROCEDURES

CONTRACTOR will provide an array of services at the College Of Marin Bookstore:

➢ CONTRACTOR will partner with the leading suppliers of regalia in providing cap and gown rentals and sales to seniors graduating, as well as faculty and administrators involved with commencement activities.
➢ CONTRACTOR will consider any services required by Marin Community College for regalia, announcements, and other commencement items.
Exhibit D: Circular A-110

Circular A-110
CIRCULAR A-110 REVISED 11/19/93 As Further Amended 9/30/99
TO THE HEADS OF EXECUTIVE DEPARTMENTS AND ESTABLISHMENTS

SUBJECT: Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

1. Purpose. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals, and other non-profit organizations.


3. Policy. Except as provided herein, the standards set forth in this Circular are applicable to all Federal agencies. If any statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the statute shall govern.

The provisions of the sections of this Circular shall be applied by Federal agencies to recipients. Recipients shall apply the provisions of this Circular to subrecipients performing substantive work under grants and agreements that are passed through or awarded by the primary recipient, if such subrecipients are organizations described in paragraph 1.

This Circular does not apply to grants, contracts, or other agreements between the Federal Government and units of State or local governments covered by OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," and the Federal agencies' grants management common rule which standardized and codified the administrative requirements Federal agencies impose on State and local grantees. In addition, subawards and contracts to State or local governments are not covered by this Circular. However, this Circular applies to subawards made by State and local governments to organizations covered by this Circular. Federal agencies may apply the provisions of this Circular to commercial organizations, foreign governments,
organizations under the jurisdiction of foreign governments, and international organizations.

4. **Definitions.** Definitions of key terms used in this Circular are contained in Section __.2 in the Attachment.

5. **Required Action.** The specific requirements and responsibilities of Federal agencies and institutions of higher education, hospitals, and other non-profit organizations are set forth in this Circular. Federal agencies responsible for awarding and administering grants to and other agreements with organizations described in paragraph 1 shall adopt the language in the Circular unless different provisions are required by Federal statute or are approved by OMB.

6. **OMB Responsibilities.** OMB will review agency regulations and implementation of this Circular, and will provide interpretations of policy requirements and assistance to insure effective and efficient implementation. Any exceptions will be subject to approval by OMB, as indicated in Section __.4 in the Attachment. Exceptions will only be made in particular cases where adequate justification is presented.

7. **Information Contact.** Further information concerning this Circular may be obtained by contacting the Office of Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone (202) 395-3993.

8. **Termination Review Date.** This Circular will have a policy review three years from date of issuance.

9. **Effective Date.** The standards set forth in this Circular which affect Federal agencies will be effective 30 days after publication of the final revision in the Federal Register. Those standards which Federal agencies impose on grantees will be adopted by agencies in codified regulations within six months after publication in the Federal Register. Earlier implementation is encouraged.

For more information see [http://www.whitehouse.gov/omb/circulars_a110/](http://www.whitehouse.gov/omb/circulars_a110/)
SECTION 12: OTHER INFORMATION

CORPORATE RESPONSIBILITY

From our policies and procedures to our corporate values and charitable contributions, it is our ethics and our sense of corporate responsibility that define Follett as an organization. We are proud of the values that have guided us through our 140-year history, and we are confident that they will continue to guide us as we look towards a sustainable future.

Follett Values

The Follett Values are the foundation of everything that we do. Follett Values drive the way we do business, shape the way we work, and define us as a company. These values are a constant reminder of the importance of our customers and our associates, and the teamwork, accountability and integrity that we expect of each and every associate.

Follett Values are defined as follows:

- We value CUSTOMERS and recognize associates who demonstrate a passion for exceeding customer expectations and are proactive, approachable and responsive in their relationships with both external and internal customers.

- We value TEAMWORK and reward associates that are cooperative, committed to common goals and respectful of their colleagues.

- We value INTEGRITY and require that all associates be honest, ethical and trustworthy.

- We value ACCOUNTABILITY and expect associates to be responsible for their actions and to follow through on commitments.

- We value INNOVATION and encourage associates to be open-minded, creative, solution oriented and prudent risk takers.

- We value EACH AND EVERY ASSOCIATE and demonstrate this by communicating openly and honestly with associates, respecting the ideas and opinions of associates, supporting learning and growth, recognizing achievements, and providing competitive compensation and benefits.
Campus & Community Contributions

Corporate social responsibility (CSR) focuses on providing the best outcomes for both human and natural environments while staying accountable for best business practices. Follett's respect for the environment, our customers and our community will always be integral to our business. Our support of education, however, is not limited to local markets. We understand that education is global and have responded accordingly. For example, we offer several sustainable and socially responsible products to our customers in store, including reusable bags and Alta Gracia clothing. We partner with nonprofit organizations at both the local and corporate level, including The Thirst Project, a group that works to bring clean water to people in developing countries. In addition, Follett donates nearly $1 million annually to provide scholarships at many of the campuses on which we serve and the Follett family funds a scholarship program for the children of Follett associates. In the Chicago area, where we are headquartered, we routinely use talent provided by the Ray Graham Association for People with Disabilities, while in the developing countries of Asia, Follett annually donates more than 100,000 textbooks through the "Bridge to Asia" program.

SUSTAINABILITY

Our commitment to corporate responsibility also includes our shared responsibility for the environment and a commitment to sustainable practices. The concept of sustainability is often defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs. Follett is committed to both understanding and implementing sustainable practices in the stores we serve.

What does sustainability mean for Follett? When you operate more than 930 stores, doing little things can quickly add up to a big impact. In an effort to further our dedication to sustainability, the body of this proposal was printed entirely on recycled paper.

Energy

We consider energy part of our value chain—managing it strengthens our bottom line as an organization. But paying close attention to the energy we consume—and how we consume it—is about more than our bottom line. It's about ensuring a sustainable tomorrow. With that in mind, Follett evaluated every organization within our corporate family in order to develop standards and best practices that will ensure we are acting as responsible stewards of the environment.

Our organizational goals are to not only find the right suppliers at the right price, but to reduce our total energy consumption across our entire organization in order to conserve natural resources. Currently, a 5% reduction in energy consumption per year is our target goal. These policies encompass not only the stores we serve, but our corporate facilities as well.
In addition to Follett’s Aurora Distribution Facility being awarded LEED certification, a collection of Follett recycling programs have officially diverted more than one million pounds of waste from landfills, a tremendous accomplishment in a very short time.

Furthermore, Follett recently obtained a Bronze-level status in the AASHE STARS system. The Sustainability Tracking, Assessment & Rating System™ (STARS) is a transparent, self-reporting framework for colleges and universities to measure their sustainability performance. STARS® was developed by AASHE (Association for the Advancement of Sustainability in Higher Education), an acknowledged thought leader that advances sustainability by providing invaluable resources, with broad participation from diverse representatives of the higher education community.

Shipping Cartons

As you can imagine, when you ship nearly 20 million textbooks annually, you use a lot of shipping cartons. At Follett, we have addressed our use of shipping cartons in two ways: First, we use only cartons that have 35% post-consumer recycled content for every shipment. Second, not only are our cartons made from recycled materials, we take great pains to recycle the carton ourselves. For example, when we conduct book buybacks, we send cartons to the stores we serve. When these cartons are returned to our River Grove warehouse, full of textbooks, we reuse them. We employ disabled adults through an organization called El Valor, which is focused on the needs of the disabled, disenfranchised and the underserved. At El Valor, our returned shipping cartons are broken down, turned inside-out and re-assembled. They are then sent back to our warehouse where we use them again before ultimately recycling them. Sometimes, we receive cartons which cannot be re-used. We then shred these cartons and use them in lieu of Styrofoam peanuts as packing material for our outbound textbook shipments.

Flooring

In every campus store we renovate, we use Nexterra™ carpet backing. Nexterra is an industry-leading, high-performance PET backing made from 35% post-consumer content recycled water and soda bottles with an additional 50% from post-consumer recycled glass. The result? Each 24" x 24" tile saves ten 16-ounce bottles from the landfill. Even better, Nexterra tiles are themselves recyclable.

Lighting

Follett has implemented T5 fluorescent lighting wherever applicable in the college stores we serve. T5 fluorescent lighting represents the very latest in lighting technology, delivering up to 33% in energy savings versus the traditional lighting. Because the T5 is smaller, it requires less glass, steel and phosphor to produce. The T5 meets stringent environmental regulations such as California’s Title 24, ASHRAE 90.1 and IECC.
Construction Materials

Follett uses Woodstalk™ Fiberboard, which is made from wheat straw using polyurethane resin as a binder instead of the formaldehyde typically found in similar products. The result is that formaldehyde emissions are cut by as much as 97%. The wheat straw itself is a reclaimed resource - if it were not used in Woodstalk™ Fiberboard, the straw would have likely been burned, adding greenhouse gases like carbon monoxide to the atmosphere.

Woodstalk™ Fiberboard has received LEED (Leadership in Energy and Environmental Design) credits from the U.S. Green Building Council in the following categories:

- IEQ 4.4 and 4.5: Low-emitting materials
- MR Credit 4.1 and 4.2: Recycled content
- MR Credit 5.1 and 5.2: Local/regional materials
- MR Credit 6: Rapidly renewable materials
- De Credit 1.1: Innovation in design

TERMS & CONDITIONS

Retail Selling Prices

In operating the Store, Follett will charge industry standard, competitive and fair prices, which, at present, are as follows:

- On new textbooks and trade books, not more than the publishers’ list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, plus freight and handling costs and rounded up to the next quarter.

- On coursepacks, text “packages,” “kits,” “sets,” and “bundles,” and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), plus freight and handling costs and rounded up to the next quarter.

- On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.

- On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.

- On rental books, Follett will be setting rental fees for each title, and any given title’s fee may vary as a percentage of the retail selling price.

- On general merchandise, not more than the normal gross profit margin for similar merchandise in the college store industry.
Licensing and Permits

Follett will obtain and maintain at its sole expense, and in its name, all necessary permits, licenses and bonding required for the operation of the College of Marin campus store. Follett will ensure that all required permits conform to the appropriate municipal, county, state and federal laws. Follett shall collect and pay any sales tax, income tax, and all other local, state and federal taxes on Follett’s operation (except property taxes on the store).

Exclusive Rights

Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by College of Marin (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent, and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university stores, including but not limited to: textbooks, class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by College of Marin during the term of the Agreement. This does not prohibit occasional sales by student groups or student government organizations that do not materially impact store sales.

Follett will also have the right to use the College of Marin seal and logo, based on the college’s guidelines, on items such as stationery, soft goods, notebooks, pens, pencils, decals and other manufactured goods traditionally sold in college and university stores.

Special Student Sales

Follett will support student groups and student government organizations interested in holding special sales as long as their sales do not materially impact store sales.

Business Hours

Follett will set its business hours in accordance with the hours of the current operation. Follett will also embrace the College of Marin academic calendar and other special activities, such as athletic games, homecoming and parents’ weekends and campus lectures, and adjust its business hours to accommodate these events. Operating hours will be posted at the store’s entrance.

Campus Store Name

For continuity, the name of the store will remain the same. Follett will ensure that appropriate store signage is provided. If any additional identifying store signs are considered, Follett understands that it must obtain approval prior to any development and display of proposed store signage.

Objectionable Items

Follett will not sell objectionable merchandise. Should College of Marin question the sale of items it considers objectionable, Follett will discontinue the display and sale of those items.
Repairs and Fixtures

Follett will be responsible for informing College of Marin about needed facility repairs throughout the course of the agreement. College of Marin will make or authorize repairs to the facility.

Should circumstances arise where Follett is deemed responsible for wear or damage, College of Marin may request that Follett pay for the necessary repairs.

College of Marin will allow Follett to use all the furniture, fixtures, and equipment now being utilized in its store operation. Any College of Marin equipment provided to Follett will be inventoried and attached to the College of Marin agreement.

Follett will ensure that any College of Marin-owned equipment used will be maintained throughout the term of the Agreement. At the end of the contract, or when Follett ceases to use such fixtures and equipment, Follett will return all fixtures and furniture to College of Marin with consideration for normal wear and tear.

Inventory and Property Loss

Follett will be responsible for inventories and other properties damaged or lost while on display within the campus store or in transit to and from the store. Follett will also assume responsibility for the loss of monies, checks and credit card collections, as well as inventory theft and robbery.

Public and Product Liability

To cover any personal injury and property damage, Follett will carry at least three million dollars ($3,000,000) of public and product liability insurance for the term of the agreement.

Insurance

Follett will provide insurance coverage for its employees based on the requirements of the state laws where College of Marin is located. This type of insurance will include Commercial General Liability, Business Automobile Liability, Worker’s Compensation, Employer’s Liability, and Excess or Umbrella Liability. In addition, Follett agrees to indemnify College of Marin from all claims and actions arising from damage or injury, including death, to anyone or any property connected with Follett’s performance of this agreement, except for negligent actions on the part of College of Marin.

Follett will maintain insurance, at its expense, throughout the Agreement and any subsequent renewals. The insurance provided by Follett will cover all of Follett’s furniture, fixtures, equipment, and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by College of Marin. This insurance policy will be sufficient to cover the full replacement cost of the items listed.

Follett shall furnish an industry standard Certificate of Liability Insurance to the College of Marin showing the coverage required within 30 days after execution of the Agreement or before Follett takes possession of the campus store, whichever is earlier. The Certificate shall provide that, should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.
Utilities and Maintenance

Follett will be responsible for long-distance telephone charges and will be responsible for the janitorial maintenance throughout the agreement. College of Marin shall provide and pay for all other utilities. Energy conservation measures will be practiced by Follett to minimize utility costs.

Emergency Procedures

Follett will provide a set of door keys to the College of Marin, but it is understood that Follett will control the use of all door keys to the campus store. Additionally, Follett may install a security system on the doors and windows of the store facility. In case of an emergency, entry into the store by the College of Marin personnel without prior knowledge of Follett’s store manager must be reported to the store manager as soon as possible. It is important to Follett that the College of Marin supports its security efforts to protect the campus store’s premises and inventory.

Internal Security Measures

Follett shall cooperate with the College of Marin in providing store security, loss prevention, and emergency procedures in case of fire or casualty. Follett will work with the College of Marin and its administration to design appropriate discipline and enforcement regulations. Follett will not involve public emergency services in security matters unless the situation is physically dangerous or considered an extreme emergency. Follett shall not cause the College of Marin’s students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities, except in emergencies, or prosecuted without prior consultation with the College of Marin.

Term of Contract

This proposal, when executed by the parties as an agreement hereto, shall become effective at a time mutually agreed upon and shall continue in effect for a five (5) year period.

Thereafter, unless either party notifies the other in writing at least one hundred twenty (120) days before the expiration of the initial term, or then-current renewal term, of its intention not to renew, the Agreement shall automatically self-renew for one (1) year periods under the same terms and conditions.

Either party may terminate the Agreement, with or without cause, by giving the other party at least one hundred twenty (120) days prior written notice of termination. On any termination, expiration or non-renewal of the Agreement, the College of Marin shall pay Follett the unamortized book value of all store improvements put in place by Follett, the one-time payment, and any other amounts provided, to be paid to Follett pursuant to this proposal, and shall repurchase or require a new contractor to repurchase the store inventory, including rental inventory, under the same terms as purchased by Follett.

Follett Federal Employer Identification Number

36-259-3135
Additional Agreements

In addition to the terms and conditions set forth in the foregoing proposal, the Follett Higher Education Group and the College of Marin mutually agree to discuss, negotiate and resolve any other related issues that may require clarification. These additional agreements will be set forth in writing, signed and agreed to by both parties and become part of this proposal.
Authorized Signature

Follett Higher Education Group, Inc.

[Signature]
Donald J. Germano
President

[Signature]
Attest
### BOARD AGENDA ITEM

**To:** Board of Trustees  
**From:** Superintendent/President  
**Subject:** Action on Tort Claim – Janet Hecht

**Reason for Board Consideration:** APPROVAL

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**BACKGROUND:**

The District has received a claim from Janet Hecht. Keenan and Associates, our insurance administrator, recommends that the Board reject the claim.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees reject the claim by Janet Hecht.

**Administrator Initiating Item**

Greg Nelson, Vice President, Finance and College Operations
BACKGROUND:

The attached fee schedule represents adjustments to existing fees and recommendations for new fees beginning in the fall 2014 semester for associated students and Campus Police citations. These recommendations are consistent with all applicable rules and regulations. Previous adjustments have been presented in piecemeal format and in an inconsistent manner. While, this fee schedule is not comprehensive, approval in this uniform will allow for all of these fees to be adopted at one time.

The proposed changes have been presented to constituent groups as follows:
Managers, Supervisor and Confidential Council – March 20, 2014
Technology Planning Committee – March 27, 2014
Academic Senate – March 27, 2014 and April 3, 2014
ASCOM – April 1, 2014
President’s Cabinet – April 9, 2014
Classified Senate – May 6, 2014

Suggestions and recommendations from these groups, where applicable, have been adopted into the fee schedule proposal.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the fee schedule as presented to be adopted for the fall 2014 semester.
Marin Community College District Fee/Fines
Proposed

Manager, Supervisors Conf. Council  3/20/2014
Technology Planning Committee      3/27/2014
PRAC                                4/29/2014
ASCOM                               4/1/2014
College Council                     4/10/2014
Academic Senate                     3/27/14 & 4/3/14
Classified Senate                   5/6/2014
Executive Cabinet                   4/9/2014

Student Health Fee
Effective July 1, 2014  $19.00 Per Fall and Spring Semester
Effective July 1, 2014  $16.00 Per Semester for Summer Term Only

Athletic Insurance Fee (CCCCO Student Fee handbook section 2.7)
Effective July 1, 2014  $15.00 Per Semester of enrollment

International Student Orientation Fee (One Time Fee, First Semester Only)
Effective July 1, 2014  $70.00 One Time Only for First Semester of Enrollment

Course Auditing Fee
Effective July 1, 2014  $15.00 Per semester unit (Ed Code 76370)

Parking Fees (All permits will be purchased online)
Effective July 1, 2014  $50.00 Per Semester (excluding summer term)
Effective July 1, 2014  $25.00 Per Semester (summer term only)
Effective July 1, 2014  $4.00 Daily Parking Permit (Monday - Saturday, No Charge for Sundays)

Technology Fee (CCCCO Student Fee handbook section 4.15)
Effective July 1, 2014  $10.00 Per Semester ($2 per student to Go Print)

Capital Outlay Fee (CCCCO Student Fee handbook section 3.9)
Effective July 1, 2014  $50.00 Per Semester (Foreign/International Students Only)

Recreational Parking Fee (Indian Valley Campus Only)
Monthly 30 Days $20.00
Quarterly 3 Months $55.00
Semi-Annual 6 Months $95.00
Yearly 12 Months $185.00

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<tr>
<td>MVMC 10.08.020</td>
<td>Improperly Parked in Meter Space</td>
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<tr>
<td>MVMC 10.08.060</td>
<td>Expired Meter</td>
<td>45</td>
</tr>
<tr>
<td>Code</td>
<td>Section</td>
<td>Description</td>
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<tr>
<td>MVMC</td>
<td>10.08.070</td>
<td>Overtime Parking MS</td>
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<td>MVMC</td>
<td>10.08.095</td>
<td>Remove / Conceal Chalk marks</td>
</tr>
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<td>MVMC</td>
<td>10.08.118</td>
<td>Overtime parking</td>
</tr>
<tr>
<td>MVMC</td>
<td>10.08.127</td>
<td>Restricted / Permit Zone</td>
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<tr>
<td>SAMC</td>
<td>3-5.1203</td>
<td>Overtime Parking</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-4.07</td>
<td>Parking Without Permit</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.1104</td>
<td>No Parking Yellow loading</td>
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<tr>
<td>SAMC</td>
<td>3-5.12-7</td>
<td>Night Parking - 30 Min Limit 2AM-6AM</td>
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<tr>
<td>SAMC</td>
<td>3-5.1009</td>
<td>Improperly Parked In Space</td>
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<tr>
<td>SAMC</td>
<td>3-5.1016</td>
<td>Posted No Parking</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.1102b</td>
<td>Red Zone</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.1019</td>
<td>Tow Away Zone</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.1014</td>
<td>Parked Without 12' clearance</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.302</td>
<td>Parked Contrary to Signs and Markings</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.1003</td>
<td>No Parking on Private Property without Owner Consent</td>
</tr>
<tr>
<td>SAMC</td>
<td>3-5.1213</td>
<td>Expired Parking Meter</td>
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<tr>
<td>LKMC</td>
<td>10.56.050</td>
<td>Improper Parking - Posted Sign</td>
</tr>
<tr>
<td>LKMC</td>
<td>10.48.110</td>
<td>Improperly Parked in Marked Space</td>
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<tr>
<td>LKMC</td>
<td>10.52.020(2)(3)(4)</td>
<td>No Parking Yellow / Green / White</td>
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<td>LKMC</td>
<td>10.56.070</td>
<td>Failure to Curb Wheels on 3% Grade</td>
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<tr>
<td>LKMC</td>
<td>10.56.030</td>
<td>Parked in Excess of 2 hours</td>
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<td>LKMC</td>
<td>10.56.080</td>
<td>Restricted Parking Only</td>
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<td>CMMC</td>
<td>10.40.040</td>
<td>Improper Parking - Posted Sign</td>
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<td>10.40.045</td>
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<td>10.48.020(2)(3)</td>
<td>No Parking Yellow / Green / White</td>
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<td>10.40.110</td>
<td>Failure to Curb Wheels on 3% Grade</td>
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<td>CMMC</td>
<td>10.44.040</td>
<td>Parked in Excess of 2 hours</td>
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<tr>
<td>MMWD</td>
<td>9.04.04</td>
<td>Parking After Sunset</td>
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<tr>
<td>MMWD</td>
<td>9.04.04 (1)</td>
<td>Parking on Traveled Portion of Any Road</td>
</tr>
<tr>
<td>MMWD</td>
<td>9.04.04 (2)</td>
<td>Parking on Roads Closed to the Public</td>
</tr>
<tr>
<td>MMWD</td>
<td>9.04.04 (3)</td>
<td>Parking in Front of Fire Road Gate</td>
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<tr>
<td>MMWD</td>
<td>9.04.04 (4)</td>
<td>Parking Off roads Where Prohibited</td>
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<tr>
<td>MMWD</td>
<td>9.04.04 (7)</td>
<td>Improper Parking - Posted Sign</td>
</tr>
<tr>
<td>MMWD</td>
<td>9.01.07</td>
<td>Non-Payment of Parking Fees</td>
</tr>
</tbody>
</table>
To: Board of Trustees

From: Superintendent/President

Subject: Geothermal Field Project (305B)

Reason for Board Consideration:

| ACTION APPROVAL | None |

BACKGROUND:

A Geothermal evaluation study was completed by PAE Consulting in August 2011 to assess the addition of the Academic Center to the existing geothermal system. The study concluded that the existing primary geothermal water pumps PGWP 1, 2, 3 and 4 located in the centeral plant need to be upgraded from 30 hp 430/3/60 to 40 hp 460/3/60 motors.

The scope of work includes the replacing exiting motors with 40 hp 460/motors, miscellaneous equipment, and replacement of circuit breakers.

FISCAL IMPACT:

The construction cost estimate for this project is $65,000. The contract will be paid from bond funds budgeted for the KTD Geothermal Field Project (305B).

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 Geothermal Water Pumps (305B) to the lowest responsive responsible bidder subject to successful completion of the three (3) business day bid protest period.

Administrator Initiating Item
Laura McCarty
Director of Modernization

Administrator Approving Item
David Wain Coon, Ed. D.
Superintendent/President
BOARD AGENDA ITEM

To: Board of Trustees  Date: May 20, 2014
From: Superintendent/President  Item & File No. C.12.N.2.
Subject: Learning Resources Center Voluntary Seismic Upgrade Project (302B)
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 Learning Resource Center Voluntary Seismic Upgrade project (302B).

The project scope includes voluntary seismic upgrades and associated soils amendments and required civil utility work. The seismic improvements will be on the exterior of three sides of the LRC building, no interior work is required, the project will add structural columns and associated micro piles and grade beams to the existing building structural system.

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 three (3) business day bid protest period or upon successful resolution of any bid protests.

FISCAL IMPACT:

The construction cost estimate for this project is $920,000. The contract will be paid from bond funds budgeted for the Learning Resource Center Voluntary Seismic Upgrade project (302B).

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 Learning Resource Center Voluntary Seismic Upgrade project (302B) to the lowest responsive responsible bidder subject to successful completion of the five (3) business day bid protest period.

Administrator Initiating Item  Administrator Approving Item
Laura McCarty  David Wain Coon, Ed. D.
Director of Modernization  Superintendent/President
To: Board of Trustees  
From: Superintendent/President  
Subject: Technology Equipment - Smart Classrooms (201B)  

Reason for Board Consideration: ACTION APPROVAL None

BACKGROUND:

Clearly stated in the Measure C bond language was the need for updated classroom technology. In 2012, this priority was further articulated in the Board approved Technology and Facilities plans.

Over the next two summers, classroom technology will be improved in classrooms not already covered by new construction. Highest priority will be given to General Purpose Lecture rooms. Restricted use and specialty laboratories will be prioritized as funds are available. This first phase includes the Kentfield classrooms that currently receive the highest use of Audio Visual carts. This effort will greatly reduce the staff time required for delivery.

Phase 1: Highest priority KTD rooms $98,500  
Phase 2: IVC and remaining KTD rooms $144,500  
Total $243,000

FISCAL IMPACT:

The construction cost estimate for this project (both phases) is $243,000. The contract will be paid from bond funds budgeted for the Technology Equipment funds (201B).

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 Technology Equipment - Smart classrooms to the lowest responsive responsible bidder subject to successful completion of the five (5) business day bid protest period.

Administrator Initiating Item  
Laura McCarty  
Director of Modernization

Administrator Approving Item  
David Wain Coon, Ed. D.  
Superintendent/President
To: Board of Trustees  
From: Superintendent/President  
Subject: Approval of Citizens’ Oversight Committee Members  
Date: May 21, 2014  

**BACKGROUND:**

The successful passage of Measure C required the District to establish a Bond Oversight Committee to oversee expenditures. The Citizens’ Oversight Committee (COC) Bylaws state that the COC consists of a minimum of seven members appointed by the Board of Trustees from a list of candidates submitting written applications and based on criteria established by Proposition 39.

The terms of four members of the committee expired on April 30, 2014 and the District has solicited applications to fill the positions.

We received only three applications from current members wishing to perform a second term. We are still short one member and will continue to seek another member in the category of Business Organization and/or Senior Citizen Organization.

**RECOMMENDATION:**

After consideration of the applications submitted, and in accordance with the Section 5.5 of the Bylaws, the Superintendent/President recommends appointment of the following individuals to serve two-year terms on the College of Marin Citizens’ Oversight Committee:

John F. Hanley (continuing committee: member at large)  
Doug Wilson (continuing committee: member at large)  
Nancy McCarthy (continuing member: taxpayer association)
College of Marin
Citizens’ Oversight Committee Roster

Effective May 1, 2014 – April 30, 2015

Membership: The committee shall consist of a minimum of seven members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39: Student (1), Business Organization (1), Senior Citizen Organization (1), Taxpayer Association (1), Supporting Organization (1), Members at Large (2).

Susan Arati - student
5/21/2013-4/30/2015 (1st Term)

Vacant – Business Org.

Vacant – Senior Citizen Org.

Nancy McCarthy – Taxpayer Assn.
5/1/2014 – 4/30/2016 (2nd Term)

Charlotte Kissling - Support Org.
5/21/2013-4/30/2015

Jeff Gunderson – Member at Large
5/21/2013 - 4/30/2015 (2nd Term)

John Hanley - Member at Large
5/1/2014 – 4/30/2016 (2nd Term)

Doug Wilson - Member at Large
5/1/2014 – 4/30/2016 (2nd Term)
**BACKGROUND:**

Attached for your information is a listing of all External Consultants and Contractors with whom we entered into a contract in excess of $1,000 with a description of services provided.

---

**Administrator Initiating Item**

*Greg Nelson, Vice President of Finance and College Operations*
May 20, 2014

Contracts and Agreement for Services for April 2014
OVER $1,000.00
MONTHLY REVIEW

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0220193</td>
<td>Sun Ridge Systems, Inc.</td>
<td>Police</td>
<td>$ 7,450.00</td>
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<tr>
<td></td>
<td>Response Information Management System (RIMS) software installation, licensing and support services for 2014.</td>
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<tr>
<td>P0220202</td>
<td>Casey Printing</td>
<td>Community Relations</td>
<td>$ 30,000.00</td>
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<tr>
<td></td>
<td>Printing services for the Summer and Fall 2014 credit class schedules.</td>
<td></td>
<td></td>
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<tr>
<td>P0220208</td>
<td>Tecogen, Inc.</td>
<td>Maintenance</td>
<td>$ 4,889.50</td>
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<td></td>
<td>Repair/Restore services of cogeneration module for the College.</td>
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<td></td>
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<tr>
<td>P0220209</td>
<td>Michael Amsler</td>
<td>Advancement</td>
<td>$ 1,500.00</td>
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<td></td>
<td>Photography services for the College.</td>
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<tr>
<td>P0220212</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
<td>$ 1,000.00</td>
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<td>Maintenance services of the Science Math copier, XEL-588162.</td>
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<tr>
<td>P0220217</td>
<td>Center for Community College Student Engagement</td>
<td>Student Services</td>
<td>$ 6,875.00</td>
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<td>Membership services for the College, 2014.</td>
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<tr>
<td>P0220220</td>
<td>10,000 Degrees</td>
<td>Advancement</td>
<td>$ 2,500.00</td>
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<td>Sponsorship services for the College.</td>
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<tr>
<td>P0220225</td>
<td>Dollar Thrifty Automotive Group, Inc.</td>
<td>Physical Education</td>
<td>$ 1,313.37</td>
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<tr>
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<td>Van rental services for Men's Baseball travel for three games, 2014.</td>
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<tr>
<td>P0220258</td>
<td>Sandy Wallenstein</td>
<td>Career Education</td>
<td>$ 1,440.00</td>
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<tr>
<td></td>
<td>Development services of the work based learning opportunities for students in the Career Education Program, unrestricted portion.</td>
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<tr>
<td>P0220265</td>
<td>Crowe Horwath, LLP</td>
<td>District Wide</td>
<td>$ 76,000.00</td>
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<td>Auditing services for the College.</td>
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<tr>
<td>P0220276</td>
<td>Liebert Cassidy Whitmore</td>
<td>District Wide</td>
<td>$ 1,533.62</td>
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<td>Legal services for the College.</td>
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<td>P0220269</td>
<td>Department of General Services</td>
<td>District Wide</td>
<td>$ 3,085.50</td>
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<tr>
<td></td>
<td>Professional services for the College.</td>
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<tr>
<td>P0220299</td>
<td>Gilbane Building Company</td>
<td>Maintenance</td>
<td>$338,517.00</td>
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<tr>
<td></td>
<td>Comprehensive facilities assessment services for the College.</td>
<td></td>
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</table>
## Contracts and Agreement for Services for April 2014

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0220309</td>
<td>Konica Minolta Business Solutions</td>
<td>Logistics</td>
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<td>Maintenance service contract for the Konica BizHub 1052 copier.</td>
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<td>P0220310</td>
<td>Konica Minolta Business Solutions</td>
<td>Logistics</td>
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<td>Maintenance service contract for the Konica BizHub 1070 color copier, serial number A50u011000197.</td>
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<td>P0220311</td>
<td>Konica Minolta Business Solutions</td>
<td>Logistics</td>
<td>$1,000.00</td>
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<td></td>
<td>Maintenance service contract for the Konica BizHub C5501 color copier.</td>
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<tr>
<td>P0220312</td>
<td>Perfect Timing, Inc.</td>
<td>Advancement</td>
<td>$15,000.00</td>
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<tr>
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<td>Temporary administrative services for Advancement Office.</td>
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<tr>
<td>P0220358</td>
<td>Red Robin Caterers</td>
<td>Advancement</td>
<td>$1,737.50</td>
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<tr>
<td></td>
<td>Catering services for the Humiston Room opening.</td>
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<td></td>
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<tr>
<td>P0220361</td>
<td>Pitney Bowes Global Financial Services, LLC</td>
<td>Logistics</td>
<td>$5,429.91</td>
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<tr>
<td></td>
<td>Leasing services for SmartMailer for the College.</td>
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<tr>
<td>P0220386</td>
<td>JH Technologies, Inc.</td>
<td>Life Sciences</td>
<td>$5,300.00</td>
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<tr>
<td></td>
<td>Annual servicing and repairing of Life Sciences microscopes.</td>
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<tr>
<td>P0220393</td>
<td>Department Of Justice</td>
<td>Police</td>
<td>$1,382.00</td>
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<td>Fingerprint processing services of 27 College employees.</td>
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<tr>
<td>P0220404</td>
<td>Paton Group</td>
<td>Physical Sciences</td>
<td>$1,680.00</td>
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<tr>
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<td>Maintenance and support services for the PG-122969 Solidworks.</td>
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</tbody>
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**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0220201</td>
<td>Sandy Wallenstein</td>
<td>Career Education</td>
<td>$1,127.00</td>
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<tr>
<td></td>
<td>Development services of the work based learning opportunities for the Career Education Program.</td>
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<tr>
<td>P0220221</td>
<td>On Course</td>
<td>Basic Skills</td>
<td>$2,300.00</td>
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<tr>
<td></td>
<td>Conference training for Basic Skills staff.</td>
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<tr>
<td>P0220256</td>
<td>Gordon Associates, LLC</td>
<td>Student Services</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Guidance and development of multiple measures placement with Accuplacer testing and assessment of students in ESL program.</td>
<td></td>
<td></td>
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<tr>
<td>P0220258</td>
<td>Sandy Wallenstein</td>
<td>Career Education</td>
<td>$1,127.00</td>
</tr>
<tr>
<td></td>
<td>Development services of the work based learning opportunities for students in the Career Education Program, restricted portion.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Contracts and Agreement for Services for April 2014

**OVER $1,000.00**

**MONTHLY REVIEW**

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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>P0220294</td>
<td>SunWater Solar, Inc.</td>
<td>Maintenance</td>
<td>$ 3,945.00</td>
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<td></td>
<td>Replace and recharge services for a leaking solar collector.</td>
<td></td>
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</tr>
<tr>
<td>P0220315</td>
<td>Richard Stein Promotions</td>
<td>EOPS</td>
<td>$ 2,329.96</td>
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<tr>
<td></td>
<td>Set-up and customizing services for 100 EOPS graduation sashes, includes sashes.</td>
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<tr>
<td>P0220323</td>
<td>Mission Wood Products</td>
<td>Maintenance</td>
<td>$ 1,621.92</td>
</tr>
<tr>
<td></td>
<td>Door replacement services for two doors in Building 12, Childcare at the Indian Valley Campus.</td>
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</tr>
<tr>
<td>P0220326</td>
<td>Novato Pool Scene, Inc.</td>
<td>Indian Valley Pool</td>
<td>$ 1,092.50</td>
</tr>
<tr>
<td></td>
<td>Install eleven pool lights at the Indian Valley Campus Pool.</td>
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<td></td>
</tr>
<tr>
<td>P0220331</td>
<td>Kone, Inc.</td>
<td>Maintenance</td>
<td>$ 3,168.15</td>
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<tr>
<td></td>
<td>Repair services for the Learning Resources Center elevator.</td>
<td></td>
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<tr>
<td>P0220337</td>
<td>Knock’em Out Pest Control</td>
<td>Maintenance</td>
<td>$ 2,280.00</td>
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<tr>
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<td>Wasp treatment and control services for five buildings at the Indian Valley Campus.</td>
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</tr>
<tr>
<td>P0220338</td>
<td>Knock’em Out Pest Control</td>
<td>Maintenance</td>
<td>$ 5,500.00</td>
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<tr>
<td></td>
<td>Building repair and sealing services for wasp prevention of five buildings at the Indian Valley Campus.</td>
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<tr>
<td>P0220357</td>
<td>Studica, Inc.</td>
<td>Workforce Development</td>
<td>$ 1,085.00</td>
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<tr>
<td></td>
<td>Licensing and support services for 26 seat Autodesk Entertainment Suite.</td>
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<tr>
<td>P0220400</td>
<td>Christa Pieper</td>
<td>Performing Arts</td>
<td>$ 1,000.00</td>
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<tr>
<td></td>
<td>Soloist services for the Marin Oratorio Performance, 2014.</td>
<td></td>
<td></td>
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<tr>
<td>P0220401</td>
<td>Jeffrey Fields</td>
<td>Performing Arts</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td></td>
<td>Soloist services for the Marin Oratorio Performance, 2014.</td>
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<td></td>
</tr>
<tr>
<td>P0220402</td>
<td>Katherine McKee Roberts</td>
<td>Performing Arts</td>
<td>$ 1,000.00</td>
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<tr>
<td></td>
<td>Soloist services for the Marin Oratorio Performance, 2014.</td>
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**CAPITAL PROJECTS FUND**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Department</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0220262</td>
<td>Performance Contracting, Inc.</td>
<td>Maintenance</td>
<td>$ 14,850.00</td>
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<td></td>
<td>Reorganization and fireplace removal services in the Student Services building.</td>
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<tr>
<td>P0220263</td>
<td>Performance Abatement Services, Inc.</td>
<td>Maintenance</td>
<td>$ 14,850.00</td>
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<td></td>
<td>Reorganization and fireplace abatement and removal services in the Student Services building.</td>
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<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
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<td>P0220303</td>
<td>Marin Mechanical, Inc.</td>
<td>Maintenance</td>
<td>$17,000.00</td>
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Pool backflow installation at the Indian Valley Campus Pool as required by the North Marin Water District.
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
May 20, 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: $224.3 million (86.1% of bond spending plan)
  • Assessment $ 5.5 million
  • Planning/design $ 76.0 million
  • Construction $142.8 million

Summary of modernization items in this agenda:

Consent (all routine items not requiring resolution or discussion): ($54,991.50)

Ratify / Approve Modernization Contracts, Changes and Amendments ($54,991.50)
  • One (1) new construction contracts for ratification ($4,900)
  • no construction change orders
  • Nine (9) professional service agreement amendments ($42,591.50)
  • One (1) Professional services agreement - Approval ($7,500.00)

Action (items requiring resolution or discussion): ($0)

  • Approve Authorization to Bid and Pre-Authorization to Award a Construction Contract. Geothermal Field KTD Project (305B)
  • Approve Authorization to Bid and Pre-Authorization to Award a Construction Contract. LRC Seismic Upgrade Project (302B)
  • Approve Authorization to Bid and Pre-Authorization to Award a Construction Contract. Technology Funds Smart Classroom Upgrades (201B)
  • Approve Citizens’ Oversight Committee Members

Net value of new contracts / changes / amendments in this agenda: ($54,991.50)
PLANNING:

Planning is underway for the last phase of the signage program at the Kentfield campus. A diverse group of stakeholders from performing arts, student services, graphic design, campus police and facilities among others have participated in design sessions to plan for the campus maps and “finger post” signs that will enhance way finding on campus. Installation will be summer 2015.

Planning is also underway on the IVC campus. The completion of the Gilbane assessment report has provided a wealth of information which will allow for decision making based upon detailed data regarding the condition of the buildings.

CURRENT DESIGN

Portable Village

The process to make the Portable Village a long term facility including the police relocation is underway. This includes an approval process from DSA and an amendment to the Environmental Impact report. The Sherriff’s offices will be moving to the Village as well as a separate process since it is a non-college facility.

Once the police have moved, TB-1 can be demolished. We anticipate this to be late summer depending on approval from DSA and the EIR amendment. The latter of which will be taken to the June board meeting.

CURRENT CONSTRUCTION

Kentfield ADA projects:

Bids for this project were opened on May 12th. Three bids were received. The construction estimate was $1.56M and the bids were $1.28M, $1.39, and $1.55. After a protest period the contract will be awarded to the lowest responsible bidder. Construction start is forecasted for May 28 with completion of all interior work completed before fall semester begins. We will have contingency plans in place for rest rooms if we experience unforeseen delays.

Academic Center:

Construction is proceeding with much of the structural concrete work now complete. Activities we will see in the coming weeks will include ongoing concrete placement, metal framing of the interior walls and mechanical, electrical and plumbing infrastructure. The project has experienced some minor delays due to rain however is still on schedule to open in the fall of
2015. Faculty groups are being re-convened to review classroom designs one more time to review lessons learned from other projects.

An item of note on the consent matrix is for Stellar Environmental. We have experienced significant costs due to previously unknown water contamination from the gas station that existed on the site. This amendment ($20,523.00) represents additional work required by County of Marin Water Board.

**Fine Arts Weatherization:**

Installation of the steel canopies is complete; glazing installation will follow. We are unfortunately still behind schedule due to very slow performance of the glazing subcontractor, however, this has no cost impact.

**CLOSEOUT**

**Performing Arts:**

Work continues on classroom Audio Visual improvements.

**Science, Math & Nursing:**

We continue work with the users on fine tuning the building.
### 2.1 Schedule

**Marin Community College District - College of Marin**

**Includes BSP approved on January 21, 2014**

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<td>305A - Science Math Central Plant Complex - see note 1</td>
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<td>Dec 2011 Schedule/Budget</td>
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<td>May 2013 Schedule/Budget</td>
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306C New Fine Arts Building - see note 2

| Oct 2006 Schedule/Budget                  | $1,752,885 |       | $15,977,030 |       | $17,709,918 |       |       |       |       |       |       |       |
| Feb 2007 Schedule/Budget                  | $1,849,850 |       | $17,149,500 |       | $18,999,300 |       |       |       |       |       |       |       |
| Mar 2009 Schedule/Budget                  | $2,047,000 |       | $16,953,000 |       | $19,000,000 |       |       |       |       |       |       |       |
| Mar 2011 Schedule/Budget                  | $2,149,459 |       | $17,199,841 |       | $19,349,300 |       |       |       |       |       |       |       |
| Current Schedule (% of current phase)     | 100%                           | 100%                           | NTP Aug 2009; Subst Compl Jan 2011  |
| Current expenditures (% of budget)        | 99%                           | 100%                           |       |       |       |       |       |       |       |       |       |       |
|                                           | $2,136,200                        | $17,131,150                     |       |       |       |       |       |       |       |       |       |       |

306A Performing Arts Modernization - see note 3

| Oct 2006 Schedule/Budget                  | $1,052,468 |       | $9,720,632 |       | $10,773,100 |       |       |       |       |       |       |       |
| Feb 2007 Schedule/Budget                  | $1,578,000 |       | $15,622,000 |       | $17,200,000 |       |       |       |       |       |       |       |
| Mar 2009 Schedule/Budget                  | $1,678,000 |       | $15,522,000 |       | $17,200,000 |       |       |       |       |       |       |       |
| Mar 2011 Schedule/Budget                  | $1,891,978 |       | $15,308,022 |       | $17,200,000 |       |       |       |       |       |       |       |
| Current Schedule (% of current phase)     | 100%                           | 100%                           | NTP Feb 2011; Subst Compl Dec 2012  |
| Current expenditures (% of budget)        | 99%                           | 99%                            |       |       |       |       |       |       |       |       |       |       |
|                                           | $1,845,100                        | $15,124,051                     |       |       |       |       |       |       |       |       |       |       |
### 2.1 Schedule

Marin Community College District - College of Marin

**Includes BSP approved on January 21, 2014**

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<td><strong>308B Diamond PE Center Alterations - see note 4</strong></td>
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<td>Jan 2010 Schedule/Budget</td>
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**402A Transportation Technology Complex - see note 5**

| Oct 2006 Schedule/Budget | $654,284 | $6,032,520 | $6,686,804 |
| Feb 2007 Schedule/Budget | $1,464,750 | $11,578,076 | $13,042,826 |
| Nov 2009 Schedule/Budget | $1,464,750 | $11,578,076 | $13,042,826 |
| Mar 2011 Schedule/Budget | $1,475,880 | $10,215,841 | $11,691,721 |
| Current Schedule (% of current phase) | 100% | 100% |       |       |
| Current expenditures (% of budget) | 99% | 98% |       |       |

**417A Main Building Complex - see note 6**

| Oct 2006 Schedule/Budget | $2,119,150 | $19,474,558 | $21,593,708 |
| Feb 2007 Schedule/Budget | $2,410,000 | $19,890,000 | $22,300,000 |
| Nov 2009 Schedule/Budget | $2,410,000 | $19,890,000 | $22,300,000 |
| Apr 2010 Schedule/Budget | $2,410,000 | $19,196,600 | $21,606,600 |
| Mar 2011 Schedule/Budget | $2,108,913 | $18,097,687 | $20,206,600 |
| Aug 2012 Schedule/Budget | $2,077,143 | $18,019,307 | $20,096,450 |
| Current Schedule (% of current phase) | 100% | 100% |       |       |
| Current expenditures (% of budget) | 100% | 99.8% |       |       |

**NTP Aug 2008; Subst Compl Aug 2009**

Page 2 of 4
### 2.1 Schedule

**Marin Community College District - College of Marin**

*Includes BSP approved on January 21, 2014*

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<td>Design</td>
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#### 303B New Academic Center - see note 7

- Oct 2006 Schedule/Budget: $4,964,461 / $45,632,628 / $50,597,089
- Feb 2007 Schedule/Budget: $1,823,000 / $15,877,000 / $17,500,000
- Nov 2009 Schedule/Budget: $1,823,000 / $15,877,000 / $17,500,000
- Jan 2010 Schedule/Budget: $3,206,492 / $26,379,869 / $33,632,000
- Mar 2011 Schedule/Budget: $2,553,800 / $27,578,200 / $30,132,000
- Dec 2011 Schedule/Budget: $2,588,800 / $30,396,354 / $32,985,154
- Aug 2013 Schedule/Budget: $2,641,800 / $29,004,354 / $31,646,154

- **Current Schedule (% of current phase)**: 100%
- **Current expenditures (% of budget)**: 33%

**NTP Jun14;SC Nov14**

#### 301B Austin Science Alterations (structural) project - see note 10

- Mar 2011 Schedule/Budget: $679,900 / $5,465,961 / $6,145,861
- Jan 2014 Schedule/Budget: $351,550 / $1,544,311 / $1,895,861

- **Current Schedule (% of current phase) - Swing Phase**: 100%
- **Current Schedule (% of current phase) - Structural Phase**: 0%

**Current expenditures (% of budget)**: 69%

**NTP Jan15;SC Nov15**

#### 303C Child Study Center

- Mar 2011 Schedule/Budget: $426,500 / $3,103,500 / $3,530,000
- Dec 2011 Schedule/Budget: $492,000 / $3,470,075 / $3,962,575
- Aug 2012 Schedule/Budget: $480,903 / $3,881,672 / $4,362,575

- **Current Schedule (% of current phase)**: 100%
- **Current expenditures (% of budget)**: 98%

**NTP Jan15;SC Nov15**

#### 306D Fine Arts Weatherization&Mechanical Remediation

- Dec 2011 Schedule/Budget: $173,000 / $825,340 / $998,340
- Aug 2012 Schedule/Budget: $213,889 / $934,451 / $1,148,340

- **Current Schedule (% of current phase)**: 100%
- **Current expenditures (% of budget)**: 69%

**NTP Jan15;SC Nov15**
### 2.1 Schedule

Marin Community College District - College of Marin

*Includes BSP approved on January 21, 2014*

#### Schedule

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#### Design

- **Mar 2011 Schedule/Budget**
- **Jan 2014 Schedule/Budget**

#### Construction

- **Current Schedule (% of current phase)**
- **Current expenditures (% of budget)**

#### Current Expenditures

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#### 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 Bldg (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 1 - Swing Space and Phase II - Structural (Voluntary Upgrade).
11. The current schedule and expenditures reflects 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)**

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<th>Activity</th>
<th>Milestone Date</th>
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<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>
<tr>
<td>Additional services for LRC Seismic Project utility relocation and relocation of Health Services and Restrooms relocation of Portables</td>
<td>8/31/2014</td>
<td>Amendment 49</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>
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</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>
<tr>
<td>Approval process for retention of Portable Village; PE Complex Portables (850F)</td>
<td>2/1/2014-12/31/2014</td>
<td>Amendment 5</td>
<td>In progress</td>
</tr>
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**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>
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</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>
AP 4231 GRADE CHANGES

References:
Education Code Section 76224;
Title 5 Section 55025

Final Grade Changes by Instructors Changing Grades

The instructor of the course shall determine the grade to be awarded to each student. The determination of the student's grade by the instructor is final in the absence of mistake, fraud, bad faith, or incompetency. "Mistake" may include, but is not limited to, errors made by an instructor in calculating a student's grade and clerical errors. "Fraud" may include, but is not limited to, intentional inaccurate recording or the change of a grade by any person who gains access to grade records without authorization.

The removal or change of an incorrect grade from a student’s record shall only be done pursuant to this process.

Provisions shall be made to allow another faculty member to substitute for the instructor if the student has filed a discrimination complaint, if the instructor is not available, or where the District determines that it is possible that there may have been gross misconduct by the original instructor.

Grade Changes by Instructors
Instructors may choose to change a student’s grade by submitting a Grade Change Form to the Office of Admissions and Records stating the reason for the change. No grade change will be made more than two years after the final grade was issued.

1. Final Grade Disputes
Student Initiated Preliminary Final Grade Dispute Procedure

Students may obtain a change to a final course grade without the instructor’s agreement only when the student can provide proof that the final course grade reflects mistake, fraud, bad faith, or incompetency.

Without such proof, only the instructor who assigned a final grade can choose to change that final grade. No individual or group, whether acting on a grievance or in some other manner, has the authority to change a grade determined by an instructor unless persuasive evidence is presented by the student in accordance with the provisions as outlined in the law and this procedure. Accordingly, in determining whether to initiate a grievance involving grades, students should consider whether they believe there will be persuasive evidence of mistake, fraud, bad faith, or incompetency. Students may
seek resolution of their dispute as outlined below. Students must initiate the dispute within \textit{two years three semesters} of the final grade being submitted to the Office of Admissions and Records.

\section*{II. Informal Final Grade Dispute Resolution Procedure}

\subsection*{I. Preliminary Final Grade Dispute Procedure}

Before initiating formal Preliminary Final Grade Dispute Procedures, the student shall attempt to resolve the dispute informally by meeting with the instructor who issued the grade or another faculty member (only if the instructor is on sabbatical or other leave) and the area dean. The intent of the informal Preliminary Final Grade Dispute Procedure is to strongly encourage and support all possible attempts to resolve the dispute with the instructor.

Meeting with the instructor is only excused when the student has filed a discrimination complaint that alleges the grade was affected by improper discrimination (including harassment) or retaliation for filing a discrimination complaint under the District’s nondiscrimination process or when the student reports gross misconduct by the instructor and the District determines that it is possible that gross misconduct occurred.

The student must follow the process described below in an attempt to informally resolve his/her dispute. Students can direct additional questions related to this process to the Dean of Enrollment Services and depending upon the student’s questions, the student may be referred to the Vice President of Student Services for further assistance.

A. Unless this procedure excuses an initial meeting with the instructor, the student must take any questions regarding the accuracy of a final course grade to the instructor of record for the class in question within \textit{two years three semesters} of the final grade being submitted. The instructor has 10–15 business days to respond to and meet with the student after being contacted by the student. It is the student’s responsibility to obtain the instructor’s signature and date of the meeting on the Preliminary Final Grade Dispute Petition.

B. If the student has not resolved his/her dispute with the instructor, the student may present his/her dispute to the area dean. The area dean has 10–15 business days to respond to and meet with the student after being contacted by the student. It is the student’s responsibility to obtain the area dean’s signature and date of the meeting on the Preliminary Final Grade Dispute Petition.

C. Deans do not have the authority to change the grade that was issued by the instructor. Rather, his/her role is to hear the dispute as presented by the student and the instructor.

1. If, after consultation with the instructor and reviewing all relevant documents to resolve the dispute, the area dean feels that the final course grade may reflect mistake, fraud, bad faith, or incompetency, the area dean, within 5–7 business days of making the decision, will notify the student by email that they may pursue the Formal Final Grade Dispute Resolution Procedure outlined in Section II III. and on the Final Grade Dispute Petition.

2. If no evidence of mistake, fraud, bad faith, or incompetency is found by the area dean, the instructor’s decision is final and no formal Final Grade Dispute Procedure will proceed. The area dean will inform the student, instructor, and department chairperson in writing of the finality of the instructor’s grade decision within 5–10 business days of making the decision.
D. In cases where the instructor of record for the class in question is on sabbatical or other leave, every effort shall be made by the area dean to contact the instructor. If after two attempts within a two week period, the instructor is still unavailable, the area dean, in consultations with the department chair will appoint another faculty member to act on the instructor’s behalf as specified in Title 5 Section 55025.

E. If the student fails to meet any of the deadlines described above in subdivisions A, B, or C-a, b, or e, the student is deemed to have waived any challenge to the grade and the final grade issued by the instructor stands.

II. **Formal Final Grade Dispute Resolution Procedure**

If the area dean finds that there is a potential case that the grade reflects mistake, fraud, bad faith, or incompetency within 5-7 business days of making the decision, the area dean will forward the Formal Hearing Request to the College Petitions Committee and all relevant evidence that supports the student’s grade change request.

Within 10-15 business days of receiving notification from the area dean that their Preliminary Final Grade Dispute Petition has been forwarded to the College Petitions Committee for resolution, the students must complete and submit the Final Grade Review Dispute Petition including the following information to the Office of Admissions and Records:

A. A clear and concise statement of the dispute that must include details of the specific nature of the alleged mistake, fraud, bad faith, or incompetency.

B. The name of the instructor, course title, course record number, and semester of the class for which the grade is being disputed.

C. Identification of the resolution, corrective action, or remedy being sought.

D. A detailed summary of the actions already taken to resolve the issue, including dates and times for meetings that occurred during the Informal Preliminary Final Grade Dispute Procedure, and as recorded on the Final Grade Dispute Petition.

E. Copies of all documents, assignments, or related materials indicating evidence of the alleged mistake, fraud, bad faith, or incompetency.

III. **Formal Hearing Procedures**

The formal hearing is intended to resolve the dispute based on the merits and facts of the case and is not a legal proceeding and will be closed to the public.

The student has the option to challenge the composition of the Petitions Committee only if it is determined that there is a conflict of interest with any committee member. In such cases, that committee member would be excused from the case and a different member will be assigned.

All documentation from the informal Preliminary and formal Final Grade Dispute Procedures will be maintained in the Office of Admissions and Records to preserve the confidentiality of all records related to the process.
A. Within 15 business days of receiving the Final Grade Review Petition with and all supporting documents from the student and the area dean, the College Petitions Committee will convene to review and evaluate all submitted documents and conduct the hearing. The members of the College Petitions Committee are appointed by the Superintendent/President and are comprised of the Dean of Enrollment Services, faculty (Counselors and Instructors), and Student Services staff.

B. The College Petitions Committee will review and evaluate all relevant documents submitted by the area dean, the instructor and the student.

C. When additional information is needed from the instructor, within 5 business days, the Dean of Enrollment Services will request the area dean to:

1. Obtain and provide additional information, as outlined on the Request for Additional Information, from the instructor and provide a copy of that request to the College Petitions Committee. The instructor will then have 5 business days from receipt of the area dean’s request to respond.

2. Notify the College Petitions Committee with and student by email that additional information has been requested from the instructor and the specified timeline to resolve the petition requires an extension.

3. Request the Vice-President of Student Learning to obtain the requested information from the instructor within 5 business days, if the instructor has not responded to the initial request.

4. If the instructor still has not responded to the Vice-President of Student Learning request, the Vice-President of Student Learning will review the petition and in consultation with the area dean make a grade recommendation, provide a copy of their recommendation to the College Petition Committee, and submit their recommendation, along with the petition, to the Superintendent/President who will make the final decision within 10-15 business days of receipt of the petition.

a. If the Superintendent/President’s decision is to change the grade, the Superintendent/President will direct the Dean of Enrollment Services, to change the grade. The Superintendent/President will give written notice of the change to the Vice-President of Student Learning, the area dean, Dean of Enrollment Services, the College Petitions Committee, the student and the instructor. Whenever a grade is changed as a result of this process, corrected transcripts will be sent to any known educational institution to which the student has transferred.

b. If the Superintendent/President’s decision is to uphold retain the final original grade, the Superintendent/President will give written notice of that decision to the Vice-President of Student Learning, Dean of Enrollment Services, the area dean, the College Petitions Committee, the student and the instructor.

c. The decision of the Superintendent/President is final and represents the final stage of due process.
D. **C.** When additional information is needed from the student, the College Petitions Committee will notify the student by email of the documents needed and the student will have 5-7 business days from receipt of the notice to respond.

E. **D.** If the student fails to meet any of the deadlines described above in the formal hearing process, the student is deemed to have waived any challenge to the grade and the final grade issued by the instructor stands.

F. **E.** When necessary, the area dean, the student, and the instructor, or another faculty member, if the instructor is on sabbatical or other leave, may be asked to participate in the hearing process.

G. **F.** Upon conclusion of the formal hearing, the College Petitions Committee shall make a decision to uphold the final grade, or make a recommendation to the Superintendent/President to change the final grade.

1. If the College Petitions Committee decides to uphold the final grade, the College Petitions Committee will have 10 business days to inform the student in writing of their decision. The decision of the College Petitions Committee is final and will represent the final stage of due process.

2. If the College Petitions Committee decision is to recommend a change in the final grade, within 5-10 business days of making that decision, the College Petitions Committee will provide a comprehensive summary of the proceedings and investigations, to the Dean of Enrollment Services who will submit the recommendation to the Vice President of Student Learning for review and they will forward the recommendation of the College Petitions Committee to the Superintendent/President who will make the final decision within 10-15 business days of receipt of the Committee’s recommendation.

   a. If the Superintendent/President’s decision is to change the grade, then he/she will direct the Dean of Enrollment Services to change the grade and the Superintendent/President will give written notice of the change to the Vice President of Student Learning, the area dean, the College Petitions Committee, the student and the instructor.

   b. If the Superintendent/President’s decision is to uphold retain the final original grade, the Superintendent/President will give written notice of that decision to the Vice President of Student Learning, Dean of Enrollment Services, the area dean, the College Petitions Committee, the student and the instructor.

   c. The decision of the Superintendent/President is final and represents the final stage of due process.

**Security of Grade Records**

The District shall implement security measures for student records that assure no one without proper authorization may obtain access to student grade records. These measures are installed as part of any computerized grade data storage system.

The measures implemented by the District include, but are not necessarily limited to, password protection for all student grade data bases, locking mechanisms for computer stations from which grade
data bases can be viewed, and strict limits on the number of persons who are authorized to change student grades.

Persons authorized to enter a change of final grades into the student’s record system, shall be designated by the Dean of Enrollment Services. No more than five full-time employees of the District may be authorized to change student grades. Only full-time employees of the District may be authorized to change grades. Student workers shall not have access to or change grades at any time.

Any person who discovers that grades have been changed by someone other than the persons authorized to do so shall notify the Dean of Enrollment Services immediately. The Dean of Enrollment Services shall immediately take steps to lock the grade storage system entirely while an investigation is conducted.

If any student’s grade record is found to have been changed without proper authorization, the District will notify 1) the student; 2) the instructor who originally awarded the grade; 3) any known educational institution to which the student has transferred; 4) the accreditation agency; and 5) local law enforcement authorities.

Whenever a grade is changed for any reason, corrected transcripts will be sent to any known educational institution to which the student has transferred.

Any student or employee who is found to have gained access to grade recording systems without proper authorization or who is found to have changed any grade without proper authority to do so, shall be subject to discipline in accordance with the District’s policies and procedures.

Any person who is found to have gained access to grade recording systems without proper authorization or who is found to have changed any grade without proper authority to do so, shall be reported to the appropriate law enforcement agency.

The correction of an awarded grade shall only be allowed by the instructor of record or for a student-initiated request brought under the provisions of this procedure.

Grade Change Petitions submitted after the semester has ended will not be processed during summer or intersessions.

Office of Primary Responsibility: Office of Student Learning

Date Approved: March 16, 2010
(Replaces portions of former College of Marin Procedure 4.0003 DP.10)

Revised: June 19, 2012

Revised: June 18, 2013

The language in purple, blue and green is recommended by ASC. The language in brown is recommended by AS. The changes in in red are administrative edits.
**Notes on Grade Changes**

- **Per the CA Ed Code, the instructor of the course shall determine the grade to be awarded to each student.**

- **The determination of the student's grade by the instructor is FINAL in the absence of mistake, fraud, bad faith, or incompetency.**

- **“Mistake” may include, but is not limited to, errors made by an instructor in calculating a student’s grade and clerical errors.**

- **“Fraud” may include, but is not limited to, intentional inaccurate recording or the change of a grade by any person who gains access to grade records without authorization.**

- **Students must initiate the dispute within 2 years of the final grade being submitted to the Office of Admissions and Records.**

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**Procedure**

**If a student believes there has been a mistake, fraud, bad faith or incompetency, the student must complete the Preliminary Final Grade Dispute Petition. (See Attached Form) and do the following:**

The student shall attempt to resolve the dispute by meeting with the instructor. (Instructor has 10 business days to respond and meet with the student.)

If there is no resolution with the instructor, the student may present their dispute to the area dean. (The area dean has 10 business days to respond and meet with the student.)

After consultation with the instructor and reviewing all relevant documents the area dean will render a decision to either allow the student to pursue the Final Grade Dispute Procedure, or agree with the instructor’s decision and the Preliminary Final Grade Dispute process is complete. (The area dean has 5 business days to communicate the decision to student.)
**Final Grade Dispute Procedure**

At any time during the process of the Final Grade Dispute Procedure as outlined below, resolution of the problem may be sought by mutual agreement.

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**Notes on Grade Changes**

If the Dean determines that there may be sufficient evidence in support of an argument of mistake, fraud, bad faith, or incompetency, the student will then complete the petition request for a formal hearing (See Attached Form).

The student must complete the Final Grade Dispute Petition, including the following typed and signed information in their request for a formal hearing:

a. A clear and concise statement of the dispute that must include details of the specific nature of the ALLEGED mistake, fraud, bad faith, or incompetency.

b. The name of the instructor, course title, course reference number (CRN), and semester of the class for which the grade is being disputed.

c. Identification of the resolution, corrective action, or remedy being sought.

d. A detailed summary of the actions already taken to resolve the issue, including dates and times for meetings that occurred during the Preliminary Final Grade Review Dispute Procedure and recorded on the Preliminary Final Grade Dispute Petition.

e. Copies of all available documents, assignments, or related materials indicating evidence of the ALLEGED mistake, fraud, bad faith, or incompetency.

f. Upon receiving the student’s request for a formal hearing, the Petitions Committee will convene to review the dispute.

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Within 15 business days of receiving the Final Grade Dispute Petition and all supporting documents from the student and area dean, the College Petitions Committee will convene to review and evaluate all submitted documents and conduct the hearing.

When additional information is needed from the instructor or student they will have 5 business days to respond to the notice.

Upon conclusion of the hearing, the College Petitions Committee shall make a decision to uphold the final grade, or make a recommendation to the Superintendent/President to change the final grade. If the College Petitions Committee decides to uphold the final grade they will provide written notice to the student within 10 business days.

If the College Petitions Committee decides to make a recommendation to the Superintendent/President to change the final grade, The Superintendent/President will review the recommendation of the College Petitions Committee and make a final decision within 10 business days.

If the Superintendent/President’s decision is to change the final grade then he/she will direct the Dean of Enrollment Services to change the final grade and will give written notice of the change to the VP of Student Learning, the area dean, the Dean of Enrollment Services, the College Petitions Committee, the student and the instructor. If the Superintendent/President’s decision is to uphold the final grade then he/she will provide written notice as outlined above.

The decision of the President/Superintendent is final and represents the final stage of due process.
AP 4105 DISTANCE EDUCATION

References:
- Title 5 Sections 55200 et seq.;
- 42 U.S. Code Sections 12100 et seq.;
- 29 U.S. Code Section 794d;
- ACCJC Guide to Evaluating Distance Education and Correspondence Education;
- U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended;
- 34 Code of Federal Regulations Part 600

Per Title 5 Section 55200, distance education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A distance education course is a course or course section where 40% or more of the hours of instruction occur at a distance.

In the District, a hybrid course or course section is defined as one in which regularly scheduled face-to-face classroom time is replaced consistently throughout the semester by required online activities; and is one in which the face-to-face component is between 40% and 60% of the total course hours.

In the District, an online or media-based course or course section is defined as one in which 100% of instruction occurs at a distance; while there is no face-to-face instruction, mandatory face-to-face orientations and assessments may be scheduled.

Course Approval
Each proposed or existing course offered by distance education shall be reviewed and approved separately. Separate course outlines are required for each hybrid, online or media-based version of a course. Each course outline must include the Distance Education addendum of the Course Outline of Record template. Separate approval is mandatory if 40% or more of the instruction in a course or a course section is designed to be provided through distance education, whether as a hybrid or online.

The review and approval of new and existing distance education courses shall follow the curriculum approval procedures outlined in AP 4020 titled Program and Curriculum Development. Distance education courses shall be approved under the same conditions and criteria as all other courses.

Certification
When approving distance education courses, the Curriculum Committee will certify the following:

- **Course Quality Standards**
  The same standards of course quality are applied to the distance education courses as are applied to traditional classroom courses.

- **Course Quality Determinations**
  Determinations and judgments about the quality of the distance education course were made
with the full involvement of the Academic Senate and Curriculum Committee approval procedures.

- **Instructor Contact**
  Each section of the course that is delivered through distance education will include regular effective contact between instructor and students.

- **Duration of Approval**
  All distance education courses approved under this procedure will continue to be in effect unless there are substantive changes of the course outline.

**ADA Compliance**
All distance education is subject to the requirements of Title 5 as well as the requirements imposed by the Americans with Disabilities Act (42 U.S. Code Sections 12100 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S. Code Section 794d). Distance Education courses will be reviewed by Disabled Students Programs and Services (DSPS) to determine ADA compliance. **The College’s Instructional Technologist will assist faculty to ensure ADA compliance when needed.**

**Instructor Learning Management System (LMS) Training**
Instructors interested in teaching hybrid and/or online courses will be provided with training opportunities in the technical and pedagogical aspects of such courses using the approved District LMS before being assigned to teach such a course.

**Student Authentication**
Consistent with federal regulations pertaining to federal financial aid eligibility, the District must authenticate or verify that the student who registers in a distance education or correspondence education courses is the same student who participates in and completes the course or program and receives the academic credit. The District will provide to each student at the time of registration, a statement of the process in place to protect student privacy and estimated additional student charges associated with verification of student identity, if any.

The Chief Instructional Officer shall utilize one or more of these methods to authenticate or verify the student’s identity:

The District utilizes a LMS whereby students must authenticate their identity. In order to access the LMS, students must log into the MyCOM Portal with their College of Marin-issued student user name and password.

**The District’s Distance Education Support Center (DESC) provides proctored testing services.** Students enrolled in the District’s distance education courses can schedule an appointment to take a test in the DESC Office. Appointments are required in advance. To make an appointment, students must follow the guidelines specified by the DESC.

The Chief Instructional Officer shall provide a statement of the process in place to protect student privacy and estimated additional student charges associated with verification of student identity, if any, to each student at the time of registration.

**Distance Education Support Services**
The District provides online assistance in the following areas:

- Moodle technical help through an online help center
- Online writing assistance through the Online Writing Center (OWC)
- Research assistance through the Library’s “Ask a Librarian” service
- Tutoring appointments through the Teaching and Learning Center
- Counseling services through “Ask a Counselor”

The Assessment and Testing Center provides proctored exams with an instructor’s approval. Specific instructions about taking an exam in the Assessment and Testing Center can be found on the Assessment and Testing Center’s Webpage.

Date Approved: June 28, 2011

Revised: June 19, 2012

Proposed revisions by Academic Senate May 1, 2014