BOARD OF TRUSTEES
REGULAR MEETING AGENDA

APRIL 15, 2008
The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board on a posted item may fill out a card and give it to the Recording Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Bob Balestreri at 485-9414. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Persons desiring to address the Board on items not on the agenda may speak under item number “B.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Closed Session – 4:30 p.m. in SS A&B Conference Rooms, Kentfield Campus

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

   a) Request for Public Comment on Closed Session Agenda

2. Closed Session: To consider and/or take action upon any of the following items:

   (a) With respect to every item of business to be discussed in closed session pursuant to 
       Section 54957.6:

       CONFERENCE WITH LABOR NEGOTIATOR

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

   (b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 
       54956.9:

       CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation

       Nine cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164 
       Mize-Kurzman vs. MCCD (Marin Superior Court) 
       S. Rollison vs. MCCD 
       UPM/Sutherland vs. MCCD – Grievance Arbitration 
       UPM/Christensen vs. MCCD – Arbitration 
       UPM vs. MCCD – Retiree Incentive Arbitration 
       CSEA PERB Unfair Labor Practice Charges – Negotiations 
       UPM Grievance re. Sabbatical Leaves
B. Regular Meeting

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

2. Approval of Minutes (4 minutes)
   - Minutes of March 11, 2008 Board Meeting
   - Minutes of March 18, 2008 Special Board Meeting
   - Report of Closed Session for April 15, 2008

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

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      None
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests

5. Chief Executive Officer's Report (5 minutes)
   a. Staff Reports (10 minutes)
      (1) WASC Report
      (2) Citizens' Oversight Committee Annual Report (Bill Levinson and Perry Newman)
      (3) COM/MTA/Media Center Update (Frank Crosby)
      (4) Enrollment Management Update (Anita Martinez)
      (5) Program Review Update (Anita Martinez)

6. Academic Senate Report (5 minutes)

7. Classified Senate Report (5 minutes)

8. Student Senate and Student Association Report (5 minutes)

9. Board Study Session
   a. Procurement Procedures & Change Orders During Construction

   Swinerton Management & Consulting and Miller Brown & Dannis

   b. Exterior Standards Review
10. Consent Calendar Items (Roll Call Vote) (10 minutes)

The Superintendent/President recommends that the Board of Trustees approve the following Consent Calendar Items:

A. Calendar of Upcoming Meetings
   April 29, 2008 – Special Board Meeting – 6:00 p.m.
   Deedy Staff Lounge, Kentfield Campus

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

C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
   1. Resignation/Retirement of Academic Personnel
   2. Appointment/Change for Temporary Noncredit ESL and Community Education and Services Instructors for Spring Semester and Spring Quarter 2008

D. Short-Term Hourly Positions

E. Budget Transfers – Month of March - FY 2007/08

F. Warrant Approval

G. Approve New Community Education Courses

H. Modernization (Measure C)

   Note: Consent items for modernization include (1) contracts previously approved and needing routine ratification; and (2) no-cost time extension amendments for professional services agreements.

   1. Approve No-Cost Time Extension – Professional Services Agreements
      a. Shade & Greenhouse Structures Project (#850C)
         Crossroads Relocations Services, Inc. – Amendment #1
      b. PE Complex Portables Project (#850F)
         QA Consultants, Inc. – Amendment #1
      c. Geothermal Fields Kentfield & IVC Projects (#305B & #417B)
         GeoTech Utility Locating LLC – Amendment #1
      d. Geothermal Fields Kentfield & IVC Projects (#305B & #417B)
         Kleinfelder, Inc. – Amendment #1
11. Other Action Items (10 minutes)

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

A. 2008 California Community College Trustees (CCCT) Board Election
B. Approve Agreement with Community College League of California for Board Policy and Procedures Consultation Services – Year 2
C. Approve Bid Award Circle Drive Rehabilitation Project, Kentfield Campus
D. Approve Purchase of Argos Reporting System
E. Approve Selection of Auditing Firm
F. Approve Construction Plans for Marin County Sheriff Substation
G. Approve Resolution Authorizing the Issuance of Tax and Revenue Anticipation Notes for Fiscal Year 2008/09
H. Approve Memorandum of Understanding for Partnership Agreement for Marin Simulation Center with Dominican University of California
I. Modernization (Measure C)
   1. Special Approvals
      a. Approval of Revised Bond Spending Plan
   2. Approve Projects and Authorize Bidding
      a. Ignacio Creek Erosion Mitigation Project (#419A)
   3. Approve New Short Form Professional Service Agreements
      a. Various IVC Infrastructure Projects – Testing & Inspection Services Inspection Services, Inc. – New Short Form Professional Services Agreement ($33,266)
   4. Approve Professional Service Agreement Amendments
      a. Diamond PE Center Alterations Project (#308B)
         POMO 4 Roof Replacement Project (#402B)
         Ninoy and Moore – Amendment #3 (credit of $21,524)
      b. Science/Math/Central Plant Project (#305A)
         Wind Tunnel Study
         ED2 International – Amendment #1 ($22,000)
      c. PE Complex Portables Project (#850F)
         Moving Services
         Nor-Cal Moving Services – Amendment #2 ($8,541)
      d. Shade & Greenhouse Structures Project (#850C)
         Transportation Tech Relocation Project (#850H)
         West Campus Utility Extension Project (#407D)
Design Fees for Swing Space
HKIT – Amendment #8 ($56,000)

e. West Campus Utility Project (#407D)
Soil Boring & Civil Design Fees ($4,300)
Geothermal Fields Kentfield Project (#305B)
Design Services for Parking Lot Reconditioning ($27,500)
CSW/Stuber Stroeh – Amendment #18 ($31,800 total)

f. New Fine Arts Building Project (#306C)
Arborist Consulting Services – Tree Protection
Moritz Arboricultural Consulting – Amendment #1 ($3,726)

g. District Legal Counsel (#831A)
Annual Fiscal Year 2007/08 Budget Encumbrance
Miller Brown & Dannis – Amendment #1 ($35,000)

5. Award Construction Contract
a. 12KV Utility Extension Project (#407C)

6. Approve Construction Contract Change Orders
a. PE Complex Portables Project (#850F)
   NEMA Construction – Change Order #1
b. PE Complex Portables Project (#850F)
   NEMA Construction – Change Order #2, Notice of Completion & Board Resolution

12. Items for Possible Future Board Action (5 minutes)
A. Marin Conservation Corps Memorandum of Understanding for Indian Valley Organic Farm and Garden (May)
B. Bolinas Lab Recommendations (July)
C. Textbook Cost Containment (July)
D. METI Agreement
E. Agreement with Holy Names University for Supervised Student Teaching Experience for Graduate Nursing Students (June)
F. COM/MTA Agreement (May)
G. Approve Appointments to Citizens’ Oversight Committee (May)

13. Information Items (5 minutes)
B. Modernization Update
   1. Bar Schedule Through March 2008
   2. Large Commitments – Status Report April 2008
C. Sustainability Update
D. COMet Update
E. SMC Quarterly Progress Report for Period Ending December 31, 2007
F. Agreement with County of Alameda (Highland Hospital) Nursing Experience
G. Calendar of Special Events
   May 14, 2008 – COM Retiree Reception – 4:00 to 6:00 p.m.
      Marin Art & Garden Center, 30 Sir Francis Drake Blvd., Ross
   College of Marin Foundation Scholarship Awards Ceremony
      May 16, 2008, 5:00 p.m., Kentfield Cafeteria
   College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield
      Campus Lawn
   College of Marin Nursing Program Pinning Ceremony
      May 22, 2008, 6:00 p.m., Fine Arts Theater

14. Correspondence
    Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
A. Board Study Session

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 3:10 p.m. by Board President Hayashino in the Deedy Staff Lounge of the Student Services Building on the Kentfield campus, all members having received notice as prescribed by law. All publicly elected Trustees were present except Trustee Dolan, who arrived at 3:16 p.m. Student Trustee Tam was in attendance. M/s (Long/Treanor) to approve the agenda as presented. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

2. Modernization Workshop

Jeff Gee of Swinerton Management & Consulting introduced Leigh Sata, who has been brought on as a Program Manager for us to make sure things are done correctly and communicated clearly as we move from design into construction.

a. Public Bidding Process Review

Attorney Mark Kelley of Miller Brown & Dannis made a presentation to the Board on Public Bidding Process Review (copy on website). He explained that the Public Contract Code requires bidding for construction contracts totaling at least $15,000. The award goes to the lowest responsive, responsible bidder. He noted that construction inflation appears to be slowing after several tough years and that there appears to be an adequate bidding pool in the Bay Area. Mr. Kelley explained that architects and program managers should work together to see that bids are estimated well and that there should be a cluster of bids around the estimated cost of a project.

b. New Main Building (IVC) Final Design Review

Tim Craig of VBN Architects reviewed the final design of the new IVC Main Building
(copy of presentation on website). The project is currently under review by the Division of the State Architect (DSA). Mr. Craig noted that the project will be LEED certified and has been brought back to budget. Trustees offered feedback and asked questions. V-Anne Chemock, Director of Modernization, announced that community forums would be scheduled in late April to provide information on the project to neighbors and to obtain feedback from them.

c. New Fine Arts Building (Kentfield) Design Review

Donn Logan of Marcy Wong/Donn Logan Architects gave a presentation (copy on website) on possible colors and materials for the outside of the new Fine Arts Building. Trustees expressed their opinions and asked questions of Mr. Logan. Dr. White reminded the Board that we have a subcommittee on Finishes and Exteriors which will work on color selection.

d. Science/Math/Central Plant Complex (Kentfield) Design Review

Peter Wong of ED2 Architects updated the Board on the design of the Science/Math/Central Plant Complex (copy of presentation on website). He noted that this project is on target and within 1.5% of budget. The project will be submitted to DSA in August and we expect to go out to bid in January. The project will be LEED certified and there is a possibility of attaining silver level. Board members asked questions and provided feedback on the design to Mr. Wong.

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

B. Closed Session

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

Board President Hayashino reconvened the meeting of the Board of Trustees of the Marin Community College District at 5:10 p.m. in the SSA&B Conference Rooms in the Student Services Building on the Kentfield campus. All publicly elected Trustees were present. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

There was no one present who wished to address the Board on the items listed to be discussed in closed session, and the Board went into closed session.

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

C. Regular Meeting

1. Reconvene in Open Session

The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:45 p.m. in the Deedy Staff Lounge in the Student Services Building on the Kentfield campus by Board President Hayashino. She
announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present except Trustee Dolan, who arrived at 6:47 p.m. Student Trustee Tam was in attendance.

2. Approval of Minutes and Report of Closed Session

M/s (Long/Kranenburg) to approve the minutes of the February 19, 2008 Board meeting. Trustee Long asked to attach two items to the minutes: notes reflecting comments she made at the February 19 meeting and a copy of the Resolution in Support of National Engineering Week indicating the additions she made at that meeting in bold type. Student Trustee Tam made one correction, noting that the letter from the San Rafael Police Chief that he asked to have made a part of the official record of the meeting was addressed to Dr. White rather than to Chief Lacy. The motion passed unanimously (7-0) with these corrections plus an advisory aye vote by Student Trustee Tam.

M/s (Treasor/Paterson) to approve the minutes of the March 4 Special Board meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

Board Clerk Long reported that the Board had met in closed session earlier that afternoon on the items listed on the agenda, and that the Board of Trustees took action to issue a notice of non-reemployment to the Director of Physical Education/Athletics effective the close of business on June 30, 2008. The vote was unanimous.

3. Citizens' Requests to Address the Board on Non-Agenda Items

Vivien Bronshvag thanked Trustee Hayashino for visiting the Fine Arts area and said she would be happy to give tours to other Trustees. She expressed her frustration with the Parking Task Force as it is operating under the constraint of not being able to open up more parking spaces.

Joan Wieder read a statement to the Board expressing her unhappiness with Measure C construction plans for the new Fine Arts Building, particularly with regard to the loss of proximate parking. She also stated that she was resigning from the District Modernization Committee. A copy of Ms. Wieder's statement is attached to the minutes as part of the official record.

Students Jessica Cronin and Djajijio Bola addressed the Board regarding their unhappiness with the scheduling of commencement on Saturday, May 17, during the weekend before finals. They asked the Board to consider changing the date to May 24 and presented a student petition requesting this date change.

Ira Lansing, UPM President, read a statement criticizing the District for spending so much money on legal/negotiation expenses and notifying the Board that UPM will request the Public Employment Relations Board to certify that UPM and the District are at impasse in the current contract negotiations. A copy of Mr. Lansing's statement is attached to the minutes as part of the official record.

John Sutherland asked the Board to save its credibility by directing designees to adhere to shared governance, to respect and adhere to the Collective Bargaining Agreement, and to stop retaliating against outspoken faculty members. A copy of Mr. Sutherland's statement is attached to the record as part of the official minutes.
4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions
      1. M/s (Long/Tam) to approve Resolution in Support of Women's History Month
         with a few additions suggested by Trustee Long (copy attached). The
         motion passed with a unanimous roll call vote (7-0) plus an advisory aye vote by
         Student Trustee Tam.

   b. Legislative Report.
      Trustee Paterson shared highlights from the most recent CCLC Legislative Report
      and called the Board's attention to AB 2261 which deals with textbook cost relief.

   c. Committee Chair Reports
      Trustee Treanor reported that the District Modernization Committee has decided that
      it does not need to continue to meet at the present time.

      Board President Hayashino asked Trustee Long to chair a committee to make
      recommendations for the CCCT Board election with assistance from Trustee
      Paterson.

   d. Individual Reports and/or Requests
      Trustee Long asked for reports on our financial aid process and progress toward an
      asset management plan.

      Trustee Kranenburg thanked everyone involved in the PE Groundbreaking Ceremony
      that afternoon for a job well done. Trustees Treanor and Hayashino suggested
      inviting the living IVC Trustees when the IVC groundbreaking ceremony takes place.

      Trustee Paterson offered kudos to everyone involved in the Indian Valley Organic
      Farm and Garden project.

      Trustee Hayashino distributed copies of a newspaper article about fundraising efforts
      of California community colleges.

   e. CEO Report to Board on WASC Compliance
      President White called the Board's attention to the accreditation timeline (copy
      attached) which is being followed in preparation for the April 1 site visit. She stated
      that she is confident about where we are in the process and that the draft Progress
      Report would be reviewed over the weekend. She expressed appreciation to the large
      group of faculty, staff and administrators who have been working to meet the
      deadline.

      1. Strategic Plan Initiatives
         Dr. White reviewed the College Goals and Strategic Initiatives in the Board
         packets. She explained that we have to link our mission to goals and planning and
         that program review will provide data to guide our annual planning and budgeting.
         Trustee Long suggested the following changes to the list of College Goals and
         Strategic Initiatives: making community assessment part of the strategic plan,
         adding diversity training for all staff under goal #5, substituting the term
“appreciation for differences” for “tolerance” under goal #5, and adding implementation to #3 under goal #6 (create asset management plan).

Dr. White asked Dr. Arnulfo Cedillo, Director of Student Affairs and Health Center, to explain the process followed in changing the date of commencement from May 24 to 17. He stated that the location had to change because the gym will be closed for renovation and noted that there has always been concern at COM about having our commencement on the Friday of Memorial Day weekend. He researched other colleges and discovered that most colleges have Saturday morning commencement ceremonies. Dr. Cedillo had informal discussions with students, faculty and staff about changing the date and where to have the ceremony. College Council approved the date change and the new date was published in the schedule and catalog.

f. CEO Report to Board on Compliance with Grand Jury Recommendations
   No report.

5. Chief Executive Officer’s Report
   Dr. White called the Board’s attention to her report in their packets.

a. Staff Reports

1) Program Review Update
   Yolanda Bellisimo gave a presentation on the program review template which our faculty are using in the preparation of their program reviews. She announced that all program reviews are well on their way to completion. Vice President Martinez introduced and thanked Dong Nguyen (a COM graduate) who developed the form and has been a leader in Banner design and implementation for room scheduling.

   Board members expressed their appreciation to everyone involved in the program review process for their outstanding work.

2) Budget Update
   Al Harrison, Vice President of College Operations, gave a presentation entitled “Fiscal Year 07-08 Budget Update and Fiscal Year 08-09 Revenue Projections” (copy attached). He noted that because we are a basic aid district, the state budget is expected to have minimum impact on our unrestricted general fund budget. The impact of the state budget on COM categorical programs is estimated at $230,000 at this time. Possible effects of the state budget on our Partnership for Excellence (PFE) funds are not known at this time. Mr. Harrison stated that it is too early for exact Marin County property tax estimates, but based on real estate market reports, we do not expect tax revenue to increase at the same rate as prior years. Therefore, our fiscal year 2008-09 revenue is projected to be marginally above the fiscal year 2007-08 levels for our unrestricted general fund. He noted that we may have to use ending fund balances to balance our budget at the end of the year and asked the Board to give direction with regard to its desired reserve level.

   Board members expressed appreciation for the thoroughness and transparency of Mr. Harrison’s budget presentation and stressed the importance of putting our house in order financially, maintaining an adequate reserve, and making the best use of our limited resources.
6. **Academic Senate Report**
Yolanda Bellisimo, President of the Academic Senate, announced that the Senate was nominating Walter Turner and Yolanda Van Ecke for this year’s Golden Bell Awards for excellence in teaching. Ms. Bellisimo read a resolution urging the Board to achieve and maintain a minimum of 75% full-time faculty by department as prescribed by the State Academic Senate and including non-instructional counselors and librarians. A copy of the resolution is attached to the minutes as part of the official record.

7. **Classified Senate Report**
Kathleen Kirkpatrick, Classified Senate President, reported that the classified staff has written an “Open Letter to the College of Marin Community” expressing the classified staff’s commitment to maintaining COM’s accreditation status and asking the entire college community to work together to meet the WASC deadlines. This letter has been signed by the Classified Senate, CSEA Executive Board and over 100 individual classified staff members and has been presented to the Academic Senate, College Council, the College Council and administration and at the recent faculty meeting on the Program Revitalization and Discontinuance Policy. A copy of Ms. Kirkpatrick’s report (including the open letter) is attached to the minutes as part of the official record.

8. **Student Senate and Student Association Report**
Student Trustee Tam announced that COM alum Stanley B. Zelmer, who holds an associate’s degree from COM in environmental studies and a bachelor’s degree in geography from University of Colorado – Boulder, is one of two finalists for the position of Vice Chancellor for Administration at the University of Colorado.

Tatiana Naftalyev, ASCOM Senator-at-Large, reported on several activities ASCOM has been involved in to help the community including collecting textbooks for Africa through Better World Books, assisting the Women’s Initiative which helps women of low income start their own businesses, and volunteering at the March 8 Run for the Seals event sponsored by the Marine Mammal Center. ASCOM is advocating a study hall class for student athletes and is planning an event to calm students down over the accreditation issue.

Inna Shapiro, ASCOM President, stated on behalf of the ASCOM Board that there was a breakdown in communication of the new commencement date to the students. She said that students who won’t be able to enjoy graduation because they’ll have to study for finals want to be heard.

9. **Board Study Session**
a. None

10. **Consent Calendar Items (Roll Call Vote)**
M/s (Kranenburg/Long) to approve all items on the Consent Calendar (including a change to the starting time of the March 18 Special Board Meeting to 5:30 p.m.)
The motion passed with a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

A. **Calendar of Upcoming Meetings**
March 18, 2008 – Special Board Meeting – 5:30 p.m.
Deedy Staff Lounge, Kentfield Campus

B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
   1. Temporary Increase/Decrease in Classified Assignment

C. **Academic Personnel Recommendations.** Approve the Academic Personnel Recommendations:
   1. Phased-in Early Retirement
   2. Approval of Continued Employment of Academic Contract Faculty
   3. Temporary Credit Instructors Added and Changed Appointments
      Spring 2008
      a. Temporary Non-Credit ESL Instructors for Spring Semester 2008
         and Community Education and Services Instructors for Winter Quarter 2008

D. **Short-Term Hourly Positions**

E. **Budget Transfers – Month of February - FY 2007/08**

F. **Warrant Approval**

G. **Reject Claim – Sandy Nguyen**

H. **Approve College of Marin Mission Statement**

I. **Modernization (Measure C)**
   1. Approve No-Cost Time Extension – Professional Services Agreements
      a. PE Complex Portables Project (#850F)
         Nor-Cal Moving Services

J. **Approve Advanced Placement Credit**

11. **Other Action Items**

   A. **M/s (Treasnor/Long) to Approve Lease Extension with North American Resources (Taqueria).** The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

   B. **M/s (Treasnor/Long) to Approve Ground Lease – Marin County Sheriff Substation.** The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

   C. **Modernization (Measure C)**
      1. Pre-Authorize Award of a Construction Project
         a. M/s (Treasnor/Namnath) to Pre-Authorize 12KV Utility Extension Project (#407C). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
2. Special Approvals
   a. M/s (Treanor/Kranenburg) to Accept On-Call List of Emergency Repair Services
      Tradesmen – Geothermal Fields Kentfield & IVC Projects (#305B & #417B) and SMCP Increment No. 1 Site Development Utilities Project (#305C). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Treanor/Dolan) to Approve Purchase of Metal Building – Transportation Technology Relocation Project (#850H). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

3. Approve Projects and Authorize Bidding
   a. M/s (Tam/Treanor) to Approve Parking Lot-Bioswale & Pathways Phase 1 (#401B & #413A). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Treanor/Kranenburg) to Approve SMCP Increment No. 1 Site Development Utilities (#305C). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

4. Approve New Short-Form Professional Service Agreements
   a. M/s (Treanor/Paterson) to Approve Various IVC Infrastructure Projects - DSA Inspection Services Ballard & Watkins Construction Services – New Agreement for Project Inspection Services ($73,400). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

5. Approve Professional Service Agreement Amendments
   Margaret Zegart addressed the Board, suggesting that we increase parking for the disabled and provide a shuttle from parking lots for major performing arts events.
   a. M/s (Treanor/Kranenburg) to Approve Diamond PE Center Alterations Project (#308C) - Hazmat Review & Monitoring Services ($55,450) Environmental Monitoring (#809B) – District Owned Portable Building Hazmat Investigation ($4,170) Performing Arts Building Modernization Project (#306A) Hazmat Design Services ($6,558)
Sensible Environmental Solutions -- Amendment #1 (total $66,178).
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

b. M/s (Treasor/Paterson) to Approve Science Math Central Plant Project (#305A) & New Fine Arts Building Project (#306C) Additional Geotechnical Services CSW/Stuber Stroeh -- Amendment #17 ($7,700).
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

12. Items for Possible Future Board Action
   A. Shared Use Agreement – Sustainable Horticulture Program at IVC
   B. Bolinas Lab Recommendations
   C. Memoranda of Understanding for Partnership Agreements for the Marin Simulation Center
   D. Marin Conservation Corps Memorandum of Understanding
   E. Textbook Cost Containment
   F. Award Bid Circle Drive Lot Repairs (April)
   G. Clinical Nursing Agreement with Holy Names University (April)
   H. TRANS Resolution (April)
   I. Selection of Auditor (April)
   J. Revised Board Policies
      1. BP 4021 Program Discontinuance Policy
         Trustee Treanor asked to have the last line of this policy (which was stricken in the draft) reinserted. Trustee Long asked to have philosophical statements reflecting our participatory governance policy included.
      2. BP 4100 Graduation Requirements for Degrees and Certificates
      3. BP 4225 Course Repetition
      4. BP 4226 Multiple and Overlapping Enrollments
      5. BP 4240 Academic Renewal
      6. BP 4250 Probation, Disqualification, and Readmission
      7. BP 4260 Prerequisites and Co-Requisites

13. Information Items
    Board President Hayashino asked the Trustees to review the information items.
    B. Modernization Update
C. Sustainability Update
D. COMet Update
E. Calendar of Special Events
   PE Complex Groundbreaking – March 11, 1:30 p.m.
   College of Marin Foundation Scholarship Awards Ceremony
   May 16, 2008, 5:00 p.m., Kentfield Cafeteria
   College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield
   Campus Lawn
   College of Marin Nursing Program Pinning Ceremony
   May 22, 2008, 6:00 p.m., Fine Arts Theater

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

15. Board Meeting Evaluation

16. Adjournment
   M/s (Treonor/Long) to adjourn the meeting. The motion passed unanimously
   (7-0) plus an advisory aye vote by Student Trustee Tam and Board President
   Hayashino adjourned the meeting at 9:50 p.m.
I am sure by this time many of you saw the Marin IJ article about our Board work session on the WASC progress report. I wanted to be sure that my comments reflected what I said and how much I appreciate Anita Martinez and Yolanda Belissimo’s leadership efforts with staff under very difficult circumstances, and providing staff help and guidance to completing the WASC recommendations.

Trustee Long asked questions related to what and when the completion of program review would occur, and what is the backup plan if not completed? She also stated that we needed to take the program review completion seriously now that we are on probation.

Trustee Long said "Every member of the "community," (not "committee,") knows what this (probation) means. We must take this very seriously"

Her comments she understood and expressed deep appreciation for Anita Martinez and Yolanda Belissimo’s leadership in guiding the completion of the WASC program review project and included comments on broad topics which follows:

1. The District needed to re-focus our energies on NOW, so we can get the job done for our students on program review under a demanding time line
2. Our district COM is a family like a marriage, working together for the benefit of students. It is not important to find blame, there is plenty to go around and we needed to stop blaming.
3. We needed to give credit where credit is due for the fine work that is being (ie Anita Martinez and Yolanda Belissimo)
4. We all need to move on and not dwell on what has not worked.
5. Let's celebrate our successes, not where we have failed. (i.e. luncheon, celebration incentives, etc.)
MARIN COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

RESOLUTION No. 2/19/08 C.5.a(2)
IN SUPPORT OF NATIONAL ENGINEERING WEEK

WHEREAS, February 17-23, 2008, has been designated National Engineering Week and is recognized by many corporations, professional engineering societies and organizations including:

American Society of Engineering Education (ASEE)
Society of Manufacturing Engineers (SME)
American Society of Mechanical Engineers (ASME)

WHEREAS, engineering is the profession that applies the skills and understanding of the physical, geological, mathematical and biological sciences;

WHEREAS, engineering is the profession that supports the growth, habitation and aesthetic aspirations of society and contributes to important United States intellectual property and the national security of our country;

WHEREAS, engineering programs at the College of Marin support and maintain college accreditation, help students in the pursuit of knowledge and skills, and provide motivation for students to pursue engineering as a career; and to meet the shortage and critical need for engineers in our community, state, and country;

WHEREAS, engineering supports many community-based activities including public works, computer software and graphics, architecture and environmental management.

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District declares February 17-23, 2008, National Engineering Week at College of Marin in recognition of the importance of the engineering program for the students of the College and in recognition of the role of the program in teaching the related course offerings.

RESOLVED, that this resolution be made part of the Official Minutes of the meeting and of the permanent files of the District.

PASSED AND ADOPTED this 19TH day of February, 2008, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES: 7 (plus an advisory aye vote by Student Trustee Tam)

NOES: 0

ABSENT: 0

STATE OF CALIFORNIA )
COUNTY OF MARIN    )

I, Frances L. White, 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.
MEMORANDUM TO THE COLLEGE OF MARIN BOARD OF TRUSTEES
A dissenting position from a member of the DMC, Student and Taxpayer

It is with great sadness that I address this Board.

Yesterday, without previous opportunity to deny or admit, I was publicly reproached by Trustee Wanden Treanor of accusing this Board of fraud. My initial protestations were disputed. Fortuitously, the person who asked if the Boards’ actions were fraudulent was present and clarified the matter. I accepted Trustee Treanor’s apology and I thank you for this opportunity to promptly clarify the matter. Since this misunderstanding led the Board to get a legal opinion that advised you of a Court decision considering a similar issue, I would appreciate your providing the case citation.

I would also like to take this opportunity to thank Trustee Eva Long and President Carol Hayashino for their interest and dedication by taking the time to meet with me and Vivien Bronsavag to better understand our concerns regarding the Measure C construction plans. I was chagrined that no other Board members were correspondingly disposed. This decision will result in construction locking the COM into undesirable results for the next 30 to 50 years.

The Board solicited voter approval for almost one-quarter (1/4) of a billion dollars to supplement State funds for “...facility, technology, safety and accessibility needs...” Exhibit B of Measure C, which led me to vote my approval, included “improving disabled access; [reduce traffic congestion], increase classroom and facility capacity ... including...fine and performing arts ... [and] link parking areas”

While it was clear that all the goals mentioned in this Appendix may not be met, it was not openly and clearly presented in Measure C and its Appendices that Bond funds would be used to make access much more difficult if not impossible, to decrease not only classroom and facility size but also to decrease the number of students who can attend some of these classes. I feel the Board has not just met these goals but also knowingly contravened them regarding the planned fine and performing arts facilities and the unremediated loss of proximate parking.

Twenty-five to thirty percent of the fine arts students are fifty years old or older. A performing arts instructor informed me about fifty percent of their students were fifty years old or older. The plans will not only inconvenience these students, it will preclude some of them from participating in these programs. Others will be dissuaded from participation because of the undue difficulty to bring their materials and supplies to and from class.

That other institutions have made similar bad decisions is not a valid predicate for following their example. Current conditions have led to students dropping and/or missing art classes because there was no proximate parking. Our County has an older population, which is reflected in the students taking arts classes. These residents are your constituents whom you are knowingly and expressly adversely affecting. The Marin...
Independent Journal, recently reported Santa Rosa JC believes one of the causes of their increased enrollment was the addition of proximate parking. This attribution of cause and effect clearly foretells the loss of enrollment in the arts programs. Some students are already planning car pools to other community colleges to continue their arts educations. The Board should follow the physician’s imprimatur of “do no harm.”

Timely objections were precluded by design changes over the summer when the DMC did not meet and User group meetings failed to include or inform the students of the changes in plans for the parking lot and the design and location of the Fine Arts building. As the County ages, more residents will be foreclosed from enjoying what are now two of the best arts programs in the Bay area. I am sorry my participation as a student representative was not effective and only two Board members were interested in directly meeting with those students who will be harmed by your decision to diminish and/or preclude their access to the Colleges’ art programs.

In sum, I believe the Board’s decisions concerning the arts facilities are contrary to the promises and goals stated in Appendix B of Measure C, and perhaps the measure itself, which will lead to further losses in enrollment and diminished access to performances potentially resulting in diminished attendance. While I do not have a vote on these matters, I thank you for giving me a voice.

Please consider this letter as my resignation from the District Modernization Committee. My attendance at every COM planning meeting and all but one DMC meeting was futile, in part, because the overwhelming majority of this Board never met with us to insure they clearly understood the extent of the adverse impacts of their decisions.

In conclusion, I wish to warn Marin voters to beware of future statements of intent made by the COM.

Joan Wieder
In the past few weeks many of you have wondered out loud and in newspapers about the use of what you called “taxpayers’ money” for what was characterized as “labor organization work”. First, let me remind you that all money spent by this College is “taxpayers’ money”—your salaries as trustees, the President’s salary, and yes, my own. Perhaps the real question is what is the best use of the taxpayers’ money? Where is the value to the college, where is the value to the community, in the expenditure?

Look at this number—$237,000. This is what you as Trustees have just cost the taxpayers. This figure represents the interest only on the backpay owed to the faculty on money awarded in a recent arbitration. You incurred this payment at taxpayers’ expense because your attorney continually reassured you that his arguments were correct, despite overwhelming evidence to the contrary, and because your administrators refused to discuss settlement with UPM last year, the year before and the year before that. And now your attorney is spending more time and money asking the arbitrator in this case to reconsider issues that have already been decided. This puts time on the clock for him and more interest on the money.

One has to wonder about the strategy being employed, if there is indeed one, that puts 10 litigious items on your closed session agenda, 6 of them involving UPM members. In the past 8 years UPM and the District have had 2 items go to binding arbitration. In the past 18 months 4 cases have or are scheduled to go to binding arbitration. What are the recommendations you are receiving from your administrators? Where is the incentive to settle anything when the person who negotiates the settlement is the same one who would litigate the case should it go forward?

Look at this number—$238,922.80. This is what has been spent on legal fees in the 12 months ending January, 2008. You may argue that those legal fees also include negotiations as well as litigations. Fine. Realize that the amount of money for legal/negotiation expenses in the current budget is over three times what you budgeted in past years for a separate chief negotiator and separate legal counsel.

The delays, the lack of preparation at the bargaining table and the general lack of attention to labor issues have resulted in the UPM Executive Council authorizing me to inform you that UPM will request the Public Employment Relations Board to certify that UPM and the District are at impasse in the current contract negotiations. This is the first time in over 25 years that we have reached impasse. Mind you, this does not mean we have to stop discussions and cease bargaining, but where is your incentive to do otherwise?

Ira Lansing
President, UPM
In the February 17th *Marin Independent Journal*, Dick Spotswood wrote an article in which he talks about credibility. Mr. Spotswood writes: “A PUBLIC AGENCY’S credibility is its most valuable asset. This is the story of an agency that just lost a bit of that trust. The agency is the Marin Community College District.”

Other articles about the college are appearing with greater frequency—in the *IJ*, the *Novato Advance* and the *Pacific Sun*, to name a few. And at the center of all of these articles, at the center of all the talk around Marin, even around the State, is the theme of credibility—your credibility.

As a faculty member I see your credibility challenged on two broad fronts: Under shared governance and under the Contract.

So in the interest of saving the credibility of the college, in the interest of saving your credibility, I am available at your request to discuss in detail these abuses with any of you who care about our credibility.

John Sutherland
RESOLUTION No. 3/11/08 C.4.a(1)
IN SUPPORT OF MARCH AS “WOMEN’S HISTORY MONTH”

Whereas American women of every race, class and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

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

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

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

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

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

Whereas despite these contributions, the role of American women in history has been consistently overlooked, under-represented and undervalued, in the literature, teaching and study of American History;

Now, therefore be it resolved, that the Marin Community College District supports the observance of March as “Women’s History Month.”
Carol Ann Ohashi, Member
Phoebe C. Kranenburg, Member
Eva Long, Ph.D., Member
James Nunnally, Ph.D., Member

Wanden Treanor, Member
Barbara Dolan, Member
Ann Poterson, Member
Hoa-Long Tam, Student Member
Accreditation Timeline

March 7  Accreditation Writing Group begins work
         Work on Program Reviews continue

March 12 Deadline for Administrative Assessment Reports

March 17 Program Review Deadline
         Draft Report for review to College Council

March 17 – 26 Committees begin review Program Reviews

March 18 Draft to BOT

March 19 – 27 Accreditation Writing Group completes report

March 24 Recommendations from committees to IPC & BC

March 27 All Program Reviews Completed

March 28 Progress Report sent to WASC

April 1  Site Visit

WASC Visiting Team

Dr. Sherrill Amador (Chair)

Dr. Amador is a public member. Dr. Amador recently retired as President/Superintendent of Palomar College. Dr. Amador began her service on the Commission on July 1, 2004.

Ms. Christina L. Dyer

Ms. Dyer was appointed to represent the Schools Commission of WASC. An attorney in private practice, she has broad experience in education and accreditation, having served as counsel to school districts as well as having had experience as a teacher. She began her service on the Commission on July 1, 2004.
Current Year 2007-08 Mid-Year Reduction of $400 Million

- $40 million from Community Colleges.

- $360 million from K-12.

- One-time reduction applied to apportionments (Schedule).
GOOD NEWS!

- Based on past fiscal history, the community college system was expected to be $9 million short of the $40 million target cuts but agreements were made so that the community college system face only a reduction of $31 million, an amount that is not expected to result in significant cuts to instructional and student services programs.
<table>
<thead>
<tr>
<th></th>
<th>Budget Actuals</th>
<th>Percent</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Revenues</td>
<td>Expenditures</td>
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<tr>
<td>Unrestricted</td>
<td>42,874,774</td>
<td>24,736,543</td>
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<tr>
<td>Revenues</td>
<td>44,879,470</td>
<td>27,126,040</td>
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<tr>
<td>Expenditures</td>
<td>1,305,150</td>
<td>1,278,272</td>
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<td>Community Services</td>
<td>1,278,272</td>
<td>1,278,272</td>
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<tr>
<td>Restricted Revenues</td>
<td>10,575,503</td>
<td>10,575,503</td>
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<tr>
<td>Expenditures</td>
<td>10,575,503</td>
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## COM FY 2007-08 Update

### General Fund – Unrestricted Revenues

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<thead>
<tr>
<th>Source</th>
<th>Budget</th>
<th>Actuals</th>
<th>Percent</th>
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<tr>
<td><strong>Federal</strong></td>
<td>$300</td>
<td>$232</td>
<td>77%</td>
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<tr>
<td><strong>Program Based Funding</strong></td>
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<td></td>
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<tr>
<td>Secured, Unsecured, Prior Year Property Tax</td>
<td>$36,726,295</td>
<td>$20,587,607</td>
<td>56%</td>
</tr>
<tr>
<td>Supplemental Property Taxes</td>
<td>967,156</td>
<td>559,827</td>
<td>58%</td>
</tr>
<tr>
<td>Enrollment Fees</td>
<td>1,300,000</td>
<td>1,326,473</td>
<td>102%</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>2,714,647</td>
<td>1,541,448</td>
<td>57%</td>
</tr>
<tr>
<td><strong>Local</strong></td>
<td>1,166,376</td>
<td>720,956</td>
<td>62%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>42,874,774</td>
<td>24,736,543</td>
<td>62%</td>
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</table>
## COM FY 2007-08 Update

Continued

### General Fund – Unrestricted Expenditures

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<th>Actuals</th>
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<td>Salaries</td>
<td>$ 28,131,458</td>
<td>$ 18,006,482</td>
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<td>Benefits</td>
<td>9,348,558</td>
<td>5,870,458</td>
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<td>Supplies</td>
<td>647,345</td>
<td>337,202</td>
<td>52%</td>
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<tr>
<td>Other Operating</td>
<td>4,542,915</td>
<td>2,655,047</td>
<td>64%</td>
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<tr>
<td>Equipment</td>
<td>284,942</td>
<td>146,885</td>
<td>52%</td>
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<tr>
<td>Other Outgo</td>
<td>124,252</td>
<td>109,966</td>
<td>89%</td>
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<tr>
<td></td>
<td>43,079,470</td>
<td>27,126,040</td>
<td>64%</td>
</tr>
<tr>
<td>Un-Allocated</td>
<td>1,400,000</td>
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<tr>
<td>Board Priorities</td>
<td>400,000</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>44,879,470</strong></td>
<td><strong>27,126,040</strong></td>
<td><strong>61%</strong></td>
</tr>
</tbody>
</table>
Fiscal Year 2008-09

- $483 million reduction compared to system projected needs.
- Zero cola; system needs 4.49% cost $291.7 million.
- One-percent enrollment growth – system wants 3% - cost $111.8 million.
- Cuts to categorical programs – estimated at $80 million
Fiscal Year 2008-09
continued

Because we are a basic-aid district, it is projected that the state budget will have minimum impact on COM’s Unrestricted General Fund budget.
Categorical Programs
Fiscal Year 2008-09

- $80 million across the board reduction for categorical programs.
- Represents from 4 to 11 percent reduction below the 2007-08 budget levels.
- Impact on COM categorical programs estimated at $230,000
- PFE is "Other Adjustment" in apportionment, and not deemed a categorical. It is not known whether cuts will affect "Other Adjustments" at this time.
Marin Property Tax
Fiscal Year 2008-09

- Too early for exact estimates but based on real estate market reports, we know tax revenue will not increase at the same rate as prior years.

- Based on the economy, significant amounts of new revenues for fiscal year 2008-09 are unlikely.

- At best, fiscal year 2008-09 revenue is projected to be marginally above the fiscal year 2007-08 levels for our unrestricted general fund.
## FY 2008-09 Revenue Projection

### General Fund – Unrestricted Revenues

<table>
<thead>
<tr>
<th></th>
<th>Budget FY 2007/08</th>
<th>Early Projection FY 2008/09</th>
<th>Percent Increase</th>
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<tr>
<td><strong>Federal</strong></td>
<td>$300</td>
<td>$300</td>
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<tr>
<td><strong>Program Based Funding</strong></td>
<td></td>
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<tr>
<td>Secured, Unsecured, Prior Year Property Tax</td>
<td>$36,726,295</td>
<td>$38,293,580</td>
<td>4.3%</td>
</tr>
<tr>
<td>Supplemental Property Taxes</td>
<td>967,156</td>
<td>500,000</td>
<td>-48.0%</td>
</tr>
<tr>
<td>Enrollment Fees</td>
<td>1,300,000</td>
<td>1,300,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>State</strong></td>
<td>2,714,647</td>
<td>2,035,582</td>
<td>-25.0%</td>
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<tr>
<td><strong>Local</strong></td>
<td>1,166,376</td>
<td>991,376</td>
<td>-15.0%</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>42,874,774</td>
<td>43,120,838</td>
<td>0.57%</td>
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</table>
# Preliminary Draft

## Marin Community College District

### Unrestricted General Fund Revenue Analysis

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<tr>
<td>Program-Based Funding</td>
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<td>State Apportionment</td>
<td>285,158</td>
<td>282,245</td>
<td>286,699</td>
<td>282,928</td>
<td>-1.32%</td>
<td>287,630</td>
<td>1.66%</td>
<td>287,000</td>
<td>-0.22%</td>
<td>280,000</td>
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<td>State Subventions</td>
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<tr>
<td>Total</td>
<td>285,536</td>
<td>282,245</td>
<td>286,699</td>
<td>282,928</td>
<td>-1.32%</td>
<td>287,630</td>
<td>1.66%</td>
<td>287,000</td>
<td>-0.22%</td>
<td>280,000</td>
<td>-2.44%</td>
</tr>
<tr>
<td>Property Taxes</td>
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<td></td>
<td></td>
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<tr>
<td>Secured</td>
<td>24,544,121</td>
<td>26,117,080</td>
<td>28,100,100</td>
<td>30,615,880</td>
<td>8.96%</td>
<td>33,450,987</td>
<td>9.26%</td>
<td>35,639,295</td>
<td>6.54%</td>
<td>37,338,580</td>
<td>4.77%</td>
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<td>Supplemental</td>
<td>956,956</td>
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<td>1,466,253</td>
<td>1,611,902</td>
<td>9.53%</td>
<td>1,247,943</td>
<td>-22.56%</td>
<td>967,156</td>
<td>-22.50%</td>
<td>500,000</td>
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<td>Unsecured</td>
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<td>853,649</td>
<td>649,442</td>
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<td>727,137</td>
<td>-32.06%</td>
<td>133,711</td>
<td>75,000</td>
<td>133,711</td>
<td>75,000</td>
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<td>Prior-Year</td>
<td>67,792</td>
<td>60,721</td>
<td>93,181</td>
<td>63,309</td>
<td>-11.20%</td>
<td>75,000</td>
<td>-32.06%</td>
<td>75,000</td>
<td>75,000</td>
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<td>Total Taxes</td>
<td>26,406,906</td>
<td>28,206,923</td>
<td>30,513,183</td>
<td>33,140,533</td>
<td>9.61%</td>
<td>37,406,541</td>
<td>7.30%</td>
<td>37,406,541</td>
<td>2.86%</td>
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<td>Enrollment Fees</td>
<td>27,683,902</td>
<td>29,507,642</td>
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<td>7.45%</td>
<td>37,404,071</td>
<td>6.50%</td>
<td>38,993,451</td>
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<td>40,093,580</td>
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<td>334</td>
<td>270</td>
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<td>300</td>
<td>11.1%</td>
<td>300</td>
<td>0.0%</td>
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</tr>
<tr>
<td>Federal Revenue</td>
<td>1,727,634</td>
<td>1,427,964</td>
<td>1,265,593</td>
<td>1,531,499</td>
<td>21.01%</td>
<td>1,622,163</td>
<td>5.92%</td>
<td>1,695,647</td>
<td>4.53%</td>
<td>1,526,082</td>
<td>-10.00%</td>
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<tr>
<td>Total Revenue</td>
<td>1,723,668</td>
<td>1,427,964</td>
<td>1,265,593</td>
<td>1,531,499</td>
<td>21.01%</td>
<td>1,622,163</td>
<td>5.92%</td>
<td>1,695,647</td>
<td>4.53%</td>
<td>1,526,082</td>
<td>-10.00%</td>
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<tr>
<td>Total State</td>
<td>3,091,392</td>
<td>2,236,587</td>
<td>2,245,877</td>
<td>2,706,747</td>
<td>20.52%</td>
<td>3,644,245</td>
<td>34.66%</td>
<td>2,714,647</td>
<td>25.52%</td>
<td>2,305,582</td>
<td>-25.01%</td>
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<tr>
<td>Ocal Revenue</td>
<td>55,118</td>
<td>17,066</td>
<td>59,144</td>
<td>176,478</td>
<td>198.38%</td>
<td>356,515</td>
<td>102.02%</td>
<td>325,000</td>
<td>-8.84%</td>
<td>150,000</td>
<td>-53.85%</td>
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<td>Interest</td>
<td>609,103</td>
<td>684,704</td>
<td>651,929</td>
<td>421,841</td>
<td>-35.29%</td>
<td>477,450</td>
<td>13.18%</td>
<td>500,000</td>
<td>4.72%</td>
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<td>Non-Residence Fees</td>
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<td>209,849</td>
<td>105,950</td>
<td>95,081</td>
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<td>91,226</td>
<td>-4.05%</td>
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<td>1,427,964</td>
<td>1,265,593</td>
<td>1,531,499</td>
<td>21.01%</td>
<td>1,622,163</td>
<td>5.92%</td>
<td>1,695,647</td>
<td>4.53%</td>
<td>1,526,082</td>
<td>-10.00%</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,440,424</td>
<td>1,642,450</td>
<td>1,234,395</td>
<td>1,270,080</td>
<td>2.89%</td>
<td>1,389,449</td>
<td>9.40%</td>
<td>1,168,376</td>
<td>-18.09%</td>
<td>901,376</td>
<td>-15.00%</td>
</tr>
</tbody>
</table>

**Total Revenue Increase**

| $32,135,887 | $33,986,950 | $36,168,292 | $39,099,202 | 8.1% | $42,438,635 | 8.5% | $42,974,774 | 1.0% | $43,120,838 | 0.57% |
# Marin Community College District

## Unrestricted General Fund

### Expenditure Analysis

<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
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<tr>
<td>Salaries</td>
<td>$22,850,200</td>
<td>$24,241,175</td>
<td>$27,312,713</td>
<td>$28,131,458</td>
<td>$17,946,834</td>
<td>63.8%</td>
</tr>
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<td>Benefits</td>
<td>$7,423,186</td>
<td>$7,911,737</td>
<td>$8,685,491</td>
<td>$9,348,558</td>
<td>$5,870,458</td>
<td>62.8%</td>
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<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td><strong>30,273,386</strong></td>
<td><strong>32,152,912</strong></td>
<td><strong>35,998,204</strong></td>
<td><strong>37,480,016</strong></td>
<td><strong>23,817,292</strong></td>
<td><strong>63.5%</strong></td>
</tr>
</tbody>
</table>

| Fixed Expenses | 1,740,151 | 1,875,449 | 1,825,634 | 1,934,460 | 1,254,221 | 64.8%     |
| Other Operating | 2,100,985 | 2,720,004 | 2,726,540 | 3,201,351 | 1,738,028 | 54.3%     |
| Capital Outlay | 308,635  | 300,867  | 357,839  | 183,169  | 146,885  | 80.2%     |
| Other Outgo    | 290,125  | 1,111,788 | 119,497  | 130,474  | 109,966  | 84.3%     |
| Educ. Excellence Reserve | -      | -       | -       | 150,000  | 59,648   | 39.8%     |
| Designated for Board Priorities | -      | -       | -       | 400,000  | -        | n/a       |
| Set-Asides for One-Time Uses | -      | -       | -       | 1,400,000 | -        | n/a       |
| **Total Other Expenses** | **4,439,896** | **6,008,108** | **5,029,510** | **7,399,454** | **3,308,748** | **44.7%** |

| Total Uses | $34,713,282 | $38,161,020 | $41,027,714 | $44,879,470 | $27,126,040 | 60.4%     |

---

3/11/2008 College Operations/Fiscal Services
RESOLUTION: Compliance with the 75% Rule

Presented by the College of Marin Academic Senate
Spring, 2008

Topic: 75/25% Ratio by Department

Whereas, AB 1725 (87482.6) was intended to enhance student learning and to clarify the role of part time faculty by mandating that at least 75% of the hours of credit instruction in the California Community Colleges be taught by full-time instructors;

Whereas, Best Practices advises that students learn best when there is a strong full time faculty contingent in each department;

Whereas, students have access to a variety of viewpoints if faculty have academic freedom protected by tenure;

Whereas, a full complement of tenured faculty can provide curriculum consistency by preventing turnover of instructors between and/or during semesters:

Whereas, students risk not being able to complete some majors quickly because of the difficulty of finding and employing part time instructors in these fields;

Whereas, a 75/25% ratio within departments will provide stability and the opportunity for growth across all programs;

Whereas, a 75/25% ratio for non-instructional counselors and librarians will provide stability and improved student access;

Whereas, the State Academic Senate for California Community Colleges has a longstanding policy of supporting student learning by promoting the 75% rule as a method of providing quality instruction and institutional excellence;

Resolved that the College of Marin Academic Senate strongly urges the Board of Trustees to achieve and maintain a minimum of 75% full time faculty by department as prescribed by the State Academic Senate and including non-instructional counselors and librarians. Further, the College of Marin Academic Senate strongly urges the Board of Trustees to abide by Article 16.2 Part-Time/Full-Time Ratio of the contract: “The District shall comply with the state mandated part-time/full-time ratio as stipulated in Title V California Code of Regulations” and supports negotiations to implement 75/25 on the departmental level.

Approved by the Academic Senate, February 21, 2008
Good evening.

I'd like to take this opportunity to introduce myself and welcome Trustee Nan Nath and Trustee Paterson to the Board on behalf of the classified staff. I'm Kathleen Kirkpatrick. I work in the Office of Organizational Development and Planning and I'm President of the Classified Senate.

Many staff have expressed serious concern over our current accreditation status, specifically whether or not we will meet WASC recommendations and get off probation. We applaud the efforts of those who are working hard to accomplish this goal given the extremely tight timeline.

Classified Staff are very concerned that remaining on probation and negative publicity about this - or other issues -- will lead to declines in enrollment that will hurt the college and impact our jobs. Unfortunately, the classified staff is all too familiar with being the first group to be cut when jobs are reduced. Therefore, we believe that it is imperative that every effort is made by every individual in this college to ensure we meet WASC deadlines in hopes of being removed from probationary status for the benefit of our students and to move our institution forward.

To that end, the classified staff has written an “Open Letter to the College Community”. The letter has been signed by the Classified Senate, the CSEA Executive Board and over 100 individual classified staff members from 32 organizational units including administrative departments, academic departments, student services and maintenance and operations and I might add, the signatures were gathered in a little over 24 hours. President White's office has a signed copy of the letter.

The letter has been presented to the Academic Senate, College Council, the College President and administration, and at last Friday's faculty meeting on the Program Revitalization and Discontinuance Policy. We intend this as a positive statement and single out no group in our recommendation that it is vital we work together now in the best interest of the college community and that is why I am presenting it to you.

I'd like to take this opportunity to read the text of the letter:

An Open Letter to the College of Marin Community...

The classified staff is committed to maintaining College of Marin's status as an accredited California Community College. We support the efforts of the Academic Senate to get necessary Board policies approved in a timely fashion, as part of becoming compliant with California state law and meeting WASC requirements. We hope the entire college community will join us in setting aside any political or personal viewpoints that might impede our ability to move forward, and work together to meet the deadlines put forth by WASC. We
recognize that continuing on probation or losing our accreditation not only threatens our job security, but also puts the future of this valuable educational institution at risk. The staff will continue to do our part to support the revitalization of College of Marin, and hope that you will too.

Signed,

*The Classified Senate,*

*The CSEA Executive Board,*

*and more than 100 individual staff members*
A. Special Meeting – Deedy Staff Lounge, Kentfield Campus

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 5:55 p.m. by Board President Hayashino, all members having received notice as prescribed by law. All publicly elected Trustees were present and Student Trustee Tam was in attendance.

M/s (Long/Treasor) to approve the agenda as presented. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

2. Comments from the Public
None

3. Staff Reports
   a. Accreditation Progress Report

President White introduced Dr. Bernie Blackman, Director of Organizational Development & Planning, who distributed copies of the draft of our Accreditation Progress Report for review by the Board. Dr. Blackman stated that we hope to have the final report finished in a week and submitted to WASC on March 28.

Board President Hayashino thanked Dr. Blackman and the Accreditation Writing Work Group for their excellent work.
4. Action Items
   a. Approve Revised Board Policies
      1. BP 4021 Program Revitalization and Discontinuance Policy

Yolanda Bellisimo, Academic Senate President, addressed the Board regarding this agenda item and expressed her disappointment at the proposed reinstatement by the Board of the last sentence into the policy. She said that the Senate already knows that the Board has final decision-making authority and that it seems punitive to state that in the policy. Ms. Bellisimo noted that the policy (except for the final sentence) had the overwhelming support of the faculty and that she feels it is an excellent policy. She requested a letter from the Board explaining the reasons for putting the last sentence back into the policy.

Trustee Treanor explained that since language was presented in the first reading of the policy at the March 11, 2008 Board meeting to strike the Board's legal authority to make the final decision regarding the discontinuance of a program, the inference could be drawn that the Board is relinquishing that authority with respect to this policy. To clarify any potential ambiguity, Trustee Treanor suggested that language regarding the Board's legal authority be reinserted as the last sentence of the policy and worded as follows: "The Board of Trustees holds the legal authority to make the final decision."

M/s (Treanor/Dolan) to Approve Revised BP 4021 Program Revitalization and Discontinuance Policy, amending the last sentence to read as follows: "The Board of Trustees holds the legal authority to make the final decision."

Student Trustee Tam offered an amendment to the second paragraph of the policy pursuant to the rights of the students under 5 CCR §§ 51023.7(a)(1), (4) and 51023.7(b)(5)-(6). His suggested changes are in bold:

"Criteria for determining at-risk programs and procedures for discontinuance will be established and followed. Programs identified by the District as at-risk of discontinuance must first go through the revitalization procedure. Program revitalization and discontinuance procedures must take into consideration the opinions and recommendations of the student organizations. Program revitalization and discontinuance procedures recognize that the District must, pursuant to Title 5, rely primarily upon the Academic Senate (Title-5) in this area and that the faculty and the college administration both participate in all phases of the discontinuance process.

M/s (Treanor/Dolan) to amend the motion to add Student Trustee Tam's language to revised BP 4021 Program Revitalization and Discontinuance Policy. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam."
M/s (Treanor/Kranenburg) to approve 4.a.2 - 4.a.7. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

2. BP 4100 Graduation Requirements for Degrees and Certificates
3. BP 4225 Course Repetition
4. BP 4226 Multiple and Overlapping Student Enrollments
5. BP 4240 Academic Renewal
6. BP 4250 Probation, Disqualification, and Readmission
7. BP 4260 Prerequisites, Co-Requisites and Advisories

b. M/s (Long/Treanor) to Approve New Credit Courses. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

c. M/s (Long/Dolan) to Approve Credit Course Deletions. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

d. M/s (Kranenburg/Treanor) to Approve Credit Course Revisions. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

5. Adjournment
M/s (Treanor/Dolan) to adjourn the meeting. The motion passed unanimously (7-0) and Board President Hayashino adjourned the meeting at 6:30 p.m.
President’s Report  
Board of Trustees Meeting  
April 15, 2008

I have been elected to the 2008 AACC Board of Directors! In service since 1920, the American Association of Community Colleges has aptly been called the "voice of America’s community colleges." The Association represents and advocates for more than 1,200 associate-degree granting institutions enrolling more than 12 million students – almost half of all U.S. undergraduates.

College of Marin has a new website  
The Office of Communications and Community Relations (OCCR) launched a new website interface in early April featuring many new features including pull down menus, images, and cascading style sheets. Kudos to Director Cathy Summa-Wolfe and Designer Hector Seguel for their enormous efforts over the past year in designing a new site and migrating the old site to the new and improved pages. Responses from students, faculty, and staff have been very positive. OCCR also continues to offer departments access and training for updating and creating their own webpages. The Contribute Project also has been tremendously successful and hopefully it can be extended to more end users in the next year.

College of Marin High School Outreach  
The College of Marin Counseling Department and Outreach Committee hosted a successful High School Counselor Luncheon on Tuesday, March 4. Over forty Marin County High School Counselors were in attendance. Transfer and Occupational Programs, as well as Student Services, were highlighted. The overwhelming response was that Student Services at College of Marin are very student focused.

As part of continuing outreach services this spring, the College of Marin Outreach Counselors have provided orientations at Marin County High Schools to over 300 seniors. Over the next couple of months, these students will be taking the College of Marin placement exams at their schools which will be followed up with an individual counseling appointment so that they can meet their priority registration date of May 5.

KUDOS  
COM professor of Spanish and chair of the Department of Modern Languages, RadiRa Ostoje-Storsett, who also teaches at Dominican University, has been nominated by Dominican’s Associate Vice President for Academic Affairs, Sherry Volk, Ph.D., for their Teacher of the Year Award 2008. The Teacher of the Year honoree will be announced at the Honors Ceremony to be held on Friday, April 25, 4:30 – 6:30 p.m. in Conlan Recreation Center main gym. Good luck Radića!

Congratulations to Italian Instructor, Caterina Labriola, and the Modern Languages faculty on the great success of COM’s first International Film Festival. Community members have expressed great appreciation for the events.

Music  
The College of Marin Jazz Band will present a concert Monday, April 28, at 7:30 p.m. It will be held at Sir Francis Drake Blvd. and Laurel Ave. Admission is free; parking is $3.00. The concert will be conducted by music instructor Douglas Delany. For additional information please call (415) 485-9460 (x7460).
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

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<th>To:</th>
<th>Board of Trustees</th>
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<th>April 15, 2008</th>
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<td>From:</td>
<td>Superintendent/President</td>
<td></td>
<td></td>
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<tr>
<td>Subject:</td>
<td>Citizens’ Oversight Committee Annual Report and Measure C Audit</td>
<td>Item &amp; File No. B.5.a(2)</td>
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<tr>
<td>Reason for Board Consideration:</td>
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<td>Enclosure(s):</td>
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INFORMATION

BACKGROUND:

College of Marin’s Citizens’ Oversight Committee (COC) met on April 8, 2008, approved the COC Annual Report for the period ending June 30, 2007, and accepted the Measure C Audit for the six month period ending December 31, 2007. Copies of both of these documents are attached for the Board’s review.

RECOMMENDATION:

For information only.

Administrator Initiating Item  Dr. Frances L. White, Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT
MEASURE C BOND CITIZENS’ OVERSIGHT COMMITTEE

Annual Report

For The Period Ending June 30, 2007

Description of Measure C

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

Measure C Bond Citizens’ Oversight Committee

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

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

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

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

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

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

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

4. Receive and review copies of deferred maintenance proposals or plans developed by the district; and
5. Review efforts by the district to maximize bond revenues by implementing various cost saving measures.

At the end of this reporting period the Committee had six members whose terms expire in May 2008, one member whose term expires in August 2008, and six members whose terms expire in May 2009.

Meetings

Since its formation in February 2005 (to the end of this reporting period), the committee has met 10 (ten) times. Minutes of the meetings are posted on the District website and are available to the public. Locations of meetings are announced in advance through the publication of the individual agenda and posted on the District website. The committee meetings have been held at the Kentfield Campus.

During the reporting period (July 1, 2006 – June 30, 2007), the Citizens’ Oversight Committee met on three occasions (September 26, 2006; January 30, 2007; and April 10, 2007). In these meetings the committee appointed or re-appointed seven members to new terms and reviewed audit and quarterly reports through December 31, 2006. The committee also heard several reports from staff on the bond’s planning, design and construction activities.

Major Bond Activity July 1, 2006 – June 30, 2007

- Under the leadership of Director V-Anne Chernock, Swinerton Management & Consulting and Steinberg Architects completed the Goals, Principles and Guidelines document and Program Definition Document that serve as the “backbone” of the bond modernization program.

- In October 2006, the Board of Trustees approved a Bond Spending Plan that outlines how the program’s $264.5 million ($249.5 m bond plus projected $15 m interest) will be spent on seven major building projects, several smaller infrastructure projects, temporary “swing” space, and operating and management expenses. A revised Bond Spending Plan was approved by the Board in February 2007.

- In Fall 2006 the District hired three new architects, who joined two architects already under contract, launched programming and design for three new building projects, and continued design for three building projects already started in the previous year. By the end of this reporting period, programming was complete on all six projects, and design was well underway.

- In Fall 2006 the District convened a pair of community forums to inform the public of the program’s progress, and formed constituent user groups to gather ideas and preferences the design of each building project.
• In January 2007 Swinerton hired Rich Graziano as Program Manager to replace former Program Manager Dave Kirn, who resigned in November 2006.

• Throughout the year, planning and design continued on small infrastructure and swing space projects.

Audit Results

The accounting firm of Perry – Smith, LLP conducted a financial and performance review for the 2005-2006 fiscal year and another for the six-month period July 1 – December 31, 2006. In both cases the firm found that the bond fund financial statements present fairly the financial position and results of operations for the fund.

During the fiscal year audit, the accountants selected 50 randomly chosen expenditures from warrants issued from July 1, 1005 through June 30, 2006 to check for mathematical accuracy and proper representation of bond expenditures. Vice-President Harrison explained the five discrepancies noted in the findings, and the committee expressed both its concern over the discrepancies and its satisfaction that steps were being taken to prevent a re-occurrence.

During the six-month audit, the accountants selected a sample representative of the 169 warrants issued from July 1, 2006 – December 31, 2006 to check for mathematical accuracy and proper representation of Bond expenditures. The firm concluded that the representative sample of 50 expenditures accurately represented a valid Bond expenditure; expenses were properly charged in the location indicated; expenses were properly coded; and were determined to represent constructing, rehabilitation, or replacement of school facilities. They also determined that the expenditures were mathematically accurate.


Conclusion

The committee is pleased with the results of the District's efforts on the Measure C bond program for the time period July 1, 2006 through June 30, 2007.

More detailed information about the College District's bond projects, timelines, and expenditures-to-date are available on the District's web page: www.marin.edu. From the first page, under “About the College” click on ”Measure C Updates” and “Citizen's Oversight Committee” where you will find minutes, agendas and reports considered by the Citizens’ Oversight Committee. Measure C Updates allows you to view the bond project lists and other bond-related information. If you still have questions or concerns, please contact the Citizens’ Oversight Committee c/o Melinda Molloy at 415-485-9508, e-mail Melinda.Molloy@marin.edu.

The College of Marin Citizens’ Oversight Committee invites community members to attend its meetings held at the College of Marin, Kentfield, CA 94904. All meetings are open to the public; meeting dates, locations and agendas are posted on the District web site.
Measure C Citizens' Oversight Committee:  (As of June 30, 2007)

Dr. William Levinson, Chair
(Co-chair vacant)

Members:

Richard Biegel
Ted Bright
Joan Capurro
Julie Grantz
Elizabeth Greenberg
Klif Knoles
Nancy McCarthy
Nancy McCauley
Perry Newman
Roberta Michels
Walter Strauss
Dr. Lawrence Witter
INDEPENDENT ACCOUNTANT’S REPORT
ON APPLYING AGREED-UPON PROCEDURES

Board of Trustees and
Independent Citizens’ Bond Oversight
Committee for Measure C
Marin Community College District
Novato, California

We have performed the procedures enumerated in Attachment II, which were agreed to by Marin Community College District (the "District") and the Independent Citizens' Bond Oversight Committee for Measure C (the "Committee"), solely to assist the Committee in evaluating District management's assertions concerning disbursements of bond funds for the six months ended December 31, 2007. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the District and the Committee. Consequently, we make no representation regarding the sufficiency of the procedures described in Attachment II either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and conclusions reached as a result of these procedures are identified in Attachment II. Attachment I contains background information about the Measure C Bonds. Attachment III is a listing of the expenditures tested. Attachment IV is the compiled Schedule of Measure C General Obligation Bond Activity.

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on management’s assertions. Accordingly, we do not express such an opinion. Had we performed other procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of Marin Community College District and the Independent Citizens’ Bond Oversight Committee for Measure C and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

April 7, 2008
LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

MARIN COMMUNITY COLLEGE DISTRICT GENERAL OBLIGATION BONDS, MEASURE C

The Marin Community College District, Marin County, California Election of 2004 General Obligation Bonds, Measure C were authorized at an election of the registered voters of the Marin Community College District held on November 2, 2004 at which more than fifty-five percent of the persons voting on the proposition voted to authorize the issuance and sale of $249,500,000 principal amount of general obligation bonds of the District. The Bonds are being issued to finance the acquisition, construction and modernization of certain District property and facilities. The Bonds are general obligations of the District, payable solely from ad valorem property taxes. The text of the ballot language was as follows:

To repair and rehabilitate school buildings for student health and safety, qualify for State matching funds, upgrade inadequate plumbing, electrical, heating and ventilation systems, renovate restrooms, repair deteriorating roofs, repair dry rot, upgrade fire safety systems, provide needed classrooms and make other improvements to school sites and buildings, shall Marin Community College District issue $249.5 million of bonds at any legally authorized interest rates, with annual audits and citizens oversight?
PROCEDURES PERFORMED

Marin Community College District provided a list of all Measure C project expenditures (the "List"). An approximate total of 520 warrants were identified representing $7,662,992 in expenditures from July 1, 2007 to December 31, 2007. We performed the following procedures to the List of Measure C bond expenditures:

- Verified the mathematical accuracy of the List.
- Selected a sample of 50 expenditures totaling $2,924,861. The sample was selected to provide a representation across specific construction projects, vendors, and expenditure amounts. The sample represented 10% of the total number of expenditures and 38% of the total expenditure value.
- Agreed selected expenditures to vendor invoices and cancelled warrants noting the date and amount of the expenditure, and that the funds were expended for the construction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and that funds were not spent for District administrative or instructional salaries or other administrative expenses.

CONCLUSIONS

- The List was mathematically accurate.
- Each of the 50 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent construction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and were not spent for District administrative or instructional salaries or other administrative expenses.
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<td>346,501</td>
</tr>
<tr>
<td>72751</td>
<td>September 5, 2007</td>
<td>Klinger Educational Products</td>
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<td>72712</td>
<td>September 15, 2007</td>
<td>Apple Computer, Inc</td>
<td>7,265</td>
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<td>71739</td>
<td>September 18, 2007</td>
<td>Jill Murphy</td>
<td>1,762</td>
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<tr>
<td>71764</td>
<td>September 25, 2007</td>
<td>American Draft</td>
<td>181</td>
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<td>71517</td>
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<td>VBN Architects</td>
<td>219,206</td>
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<td>71427</td>
<td>September 28, 2007</td>
<td>Banner Enterprises</td>
<td>19,530</td>
</tr>
<tr>
<td>72194</td>
<td>September 28, 2007</td>
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<td>72731</td>
<td>September 28, 2007</td>
<td>CSW Stuber-Stroeh Engineering Group, Inc</td>
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<td>72226</td>
<td>October 2, 2007</td>
<td>Amy Skewes-Cox</td>
<td>19,148</td>
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<td>Kwan Herni Architecture/Planning, Inc</td>
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<td>72240</td>
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<td>72178</td>
<td>October 18, 2007</td>
<td>Hardison, Komatsu, Ivelich &amp; Tucker</td>
<td>80,159</td>
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<td>72678</td>
<td>October 22, 2007</td>
<td>Mail Communications</td>
<td>151</td>
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<td>72713</td>
<td>October 23, 2007</td>
<td>Robert Balastroli</td>
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<td>72665</td>
<td>October 31, 2007</td>
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<td>364,875</td>
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<td>October 31, 2007</td>
<td>Novato Advance</td>
<td>870</td>
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<td>73233</td>
<td>October 31, 2007</td>
<td>Alfa Tech</td>
<td>20,000</td>
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<td>72998</td>
<td>November 7, 2007</td>
<td>American Services Co</td>
<td>108,228</td>
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<tr>
<td>73040</td>
<td>November 12, 2007</td>
<td>Hardison, Komatsu, Ivelich &amp; Tucker</td>
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<td>73104</td>
<td>November 14, 2007</td>
<td>XL Prints</td>
<td>3,518</td>
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<td>November 15, 2007</td>
<td>Division of the State Architect</td>
<td>257,165</td>
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<td>73290</td>
<td>November 30, 2007</td>
<td>Gina Longo</td>
<td>20</td>
</tr>
<tr>
<td>73302</td>
<td>November 30, 2007</td>
<td>Nextel Communications</td>
<td>106</td>
</tr>
<tr>
<td>73443</td>
<td>November 30, 2007</td>
<td>Kate Keating &amp; Associates</td>
<td>4,875</td>
</tr>
<tr>
<td>73414</td>
<td>November 30, 2007</td>
<td>Swinerton Management and Consulting</td>
<td>8,742</td>
</tr>
<tr>
<td>73414</td>
<td>November 30, 2007</td>
<td>Swinerton Management and Consulting</td>
<td>3,743</td>
</tr>
<tr>
<td>73509</td>
<td>November 30, 2007</td>
<td>Western Roofing Service</td>
<td>64,178</td>
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<td>73378</td>
<td>December 3, 2007</td>
<td>Anasazi Instruments</td>
<td>79,627</td>
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<tr>
<td>73419</td>
<td>December 6, 2007</td>
<td>Furgo West, Inc</td>
<td>882</td>
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<tr>
<td>73491</td>
<td>December 7, 2007</td>
<td>Sensible Environmental Solutions</td>
<td>11,085</td>
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<tr>
<td>73375</td>
<td>December 10, 2007</td>
<td>AI Heffley, Inc</td>
<td>861</td>
</tr>
<tr>
<td>73429</td>
<td>December 11, 2007</td>
<td>Hardison, Komatsu, Ivelich &amp; Tucker</td>
<td>191,732</td>
</tr>
</tbody>
</table>

Total expenditures tested

$2,924,861
Board of Trustees and
Independent Citizens' Bond Oversight
  Committee for Measure C
Marin Community College District
Novato, California

We have compiled the accompanying Schedule of Measure C General Obligation Bond Activity for the six months ended December 31, 2007 and for the period from inception through December 31, 2007 (Attachment IV), in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying Schedule of Measure C General Obligation Bonds for the six months ended December 31, 2007 and for the period from inception through December 31, 2007 and, accordingly, do not express an opinion or any other form of assurance on it.

Perry-Smith & Co.

Sacramento, California
April 7, 2008
# MARIN COMMUNITY COLLEGE DISTRICT

## SCHEDULE OF MEASURE C GENERAL OBLIGATION BOND ACTIVITY

For the Six Months Ended December 31, 2007
and for the Period from Inception through December 31, 2007

<table>
<thead>
<tr>
<th>Activity for the Six Months Ended December 31, 2007</th>
<th>Total Measure C Activity Since Inception through December 31, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues:</td>
<td></td>
</tr>
<tr>
<td>Proceeds from the issuance of bonds</td>
<td>$ 75,000,000</td>
</tr>
<tr>
<td>Interest and investment income</td>
<td>1,562,802</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>1,562,802</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>227,619</td>
</tr>
<tr>
<td>Benefits</td>
<td>66,416</td>
</tr>
<tr>
<td>Supplies</td>
<td>1,831</td>
</tr>
<tr>
<td>Contract services</td>
<td>8,831</td>
</tr>
<tr>
<td>Capital outlay</td>
<td>7,358,295</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td>7,662,992</td>
</tr>
<tr>
<td>Net activity</td>
<td>(6,100,190)</td>
</tr>
<tr>
<td>Fund balance:</td>
<td></td>
</tr>
<tr>
<td>Beginning of period</td>
<td>60,687,613</td>
</tr>
<tr>
<td><strong>End of period</strong></td>
<td>$ 54,587,423</td>
</tr>
</tbody>
</table>

**Note: The total expenditures exceed the total revenues, indicating a net loss for the period.**
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Enrollment Management Update

Reason for Board Consideration:
Information

Date: April 15, 2008
Item & File No. B.5.a(4)

Enclosure(s):

BACKGROUND: Tonight we are providing staff reports describing our efforts to continue to meet student and community needs and to more fully integrate instruction to benefit students. The first report, an oral presentation by Kathy Freschi of the Modern Languages Department, describes the Study Abroad consortium in which we are participating on a trial basis in order to efficiently provide broader access to international study to students and our community. The second report provides background on a board agenda item on fee-based courses and is provided by Diana Verdugo, Director, Noncredit and ESL Instruction, Community and Contract Education.

We are also providing a copy of the Summer 2008 Class Schedule to illustrate progress in the continued integration of credit and noncredit instruction to better serve students; both credit and noncredit courses are listed in the same publication. We are completing the process of entering all course offerings (credit, noncredit, and fee-based) into the new Banner system for ease of student registration with an expected go-live date of April 28, 2008. In the process of doing so, we are also making refinements to course outline templates for noncredit and fee-based offerings and to the process for placing all course offerings on the Board agenda for review and approval. In this evening’s agenda, we have included an agenda item for fee-based courses, more commonly called community service courses.

We will also list noncredit classes in the Community Education Class Schedule for Summer 2008 and Fall 2008, asking students to look for these listings in the regular class schedule commencing in Spring 2009. We are doing so to make for a smoother transition by providing advance notice of this change. The Enrollment Services Office is sending letters to all currently enrolled students informing them of the switch to Banner for student registration, starting with Summer 2008 registration. We have included contact numbers for additional information, with special attention to students who enroll in noncredit ESL and older adults courses, as well as community service courses. One change that we will incorporate is the elimination of telephone registration; on online and in-person registration will be the only means to register. We anticipate that some students will need assistance, and will provide that through the Enrollment Services Office and through the ESL and Community Service offices and classes for students enrolling in those classes. We have learned from other colleges that most students register online, and the percentage increase with succeeding semesters; we anticipate the same will be true at College of Marin.

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
Enrollment Management Strategies, Modern Languages Department, to make COM the College of Choice

Background
In Fall Semester 2007, there were 307 high school students who enrolled in College of Marin classes. One-third of them, or 131 students, were enrolled in one of the Modern Language disciplines: ASL, French, Italian, Japanese, Chinese and Spanish. ASL and Japanese were the two most popular disciplines for high school students, with 58 and 29 students respectively. Currently, high school students taking Modern Languages classes make up approximately 32% percent of COM’s enrollments each semester.

STRATEGY #1: Strengthen the enrollment of high school students in Modern Languages Classes

1. Offer more classes in time frames accessible to high school students: 4-6 p.m., 7-9 p.m. and Saturdays
2. Link Modern Languages classes to Study Abroad and International Ed
3. High school students may take our modern languages while they are still in high school; when they turn 18 years of age, they will become eligible for Study Abroad as COM students

What COM can offer a Marin high school student

1. Language courses that are not offered at local high schools
2. Language courses in accessible time frames
3. Language courses that will allow them to fulfill their high school graduation as well as transfer requirements
4. Language courses that include the advanced levels of a language
5. Language courses that prepare specifically for foreign travel, offered through Study Abroad
6. Language courses that are taught with the rigor of a College course
STRATEGY #2: Modern Languages Department to be seen as the hub for language and cultural studies

1. Recruitment value for new students: COM as the College of choice because of this unique package
2. Increase and celebrate presence of international students at COM
3. Continue to offer the International Film Festival, every Spring Semester, to symbolize commitment to languages, cultures, and global issues
4. Provide cultural enrichment activities for teenagers

---

STRATEGY #3 Convert Study Abroad to Consortium Model, as of Fall 2008

1. College of Marin has been accepted as an Associate Member of the NCSAC Consortium for 2008-2009
2. College of Marin will be eligible for full membership as of Fall 2009
3. Students will be able to choose among more study abroad opportunities
4. Upon full membership, College of Marin faculty will be able to teach classes abroad

---

Northern California Study Abroad Consortium

1. Composed of 6 other community colleges: College of San Mateo, Santa Rosa Junior College, Diablo Valley College, Los Rios District, including Cosumnes River College and Los Rios College
2. This Consortium has existed for twenty years and has never before had any associate members
3. For 2008-2009, College of Marin and Butte College have been accepted as the first associate members in the history of the Consortium.
4. To become a permanent member of the Consortium, COM must demonstrate that it can add new students to programs, that there is an on-site administrator to control the budget, that there is a faculty committee to oversee the operation, and that there is a full-time clinical person, to represent Study Abroad.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.5.a(5)</td>
</tr>
<tr>
<td>Subject:</td>
<td>Program Review Update</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Information</td>
<td>Enclosure(s):</td>
</tr>
</tbody>
</table>

BACKGROUND:

We have been providing regular updates on Program Review and want to take this opportunity to publicly acknowledge all faculty and staff whose work resulted in more than 50 program review submissions. This significant portion of our work was completed in time for the visit on April 1 by a team from the AACJC; it also provides the body of evidence for the balance of our planning work, the review of the reviews and recommendations based on our findings. The Program Review Committee, the Institutional Planning Committee (IPC), and subcommittees of each are working to review the reviews, compile summaries of common themes and trends, recommend resource allocation in such areas as instructional equipment and staffing, and work with the Budget Committee to consider resource allocation as justified by program review data and information. The program review recommendations will be framed by a larger consideration in the IPC of the four pathways and how such recommendations will move the College along in creating greater likelihood of student success on the pathways. The pathways, consistent with the College Mission Statement, include Transfer, Basic Skills, Lifelong Learning, and Career/Workforce Development.

We anticipate that the IPC will meet on April 23rd to complete its work for forwarding to the Budget Committee. The Budget Committee will meet on April 25th to consider resource allocation recommendations in preparation for a special Board meeting on April 29th.

RECOMMENDATION:

For information only.

Administrator Initiating Item  
Anita Martinez, Vice President of Student Learning
BOARD AGENDA ITEM

To: Board of Trustees  Date: April 15, 2008
From: Superintendent/President  Item & File No. B.10.B
Subject: Classified Personnel Recommendations
Reason for Board Consideration:  Enclosure(s):

APPROVAL  Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment of Classified Personnel
   A.1 Appointment of Hourly Personnel
B. Temporary Increase in Assignment for Classified Personnel
C. Resignation/Termination of Classified Personnel

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

P. Staton, C Binnings, K. Gabri and T. Roots are on the non-instructional side of the 50% law.

C. Pomajulca and A. Wou are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
A. APPOINTMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>* Pomajulca, Cesar</td>
<td>Lab Technician – Health Sciences</td>
<td>.40</td>
<td>10</td>
<td>03/24/2008</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Pomajulca has accepted the .40 FTE/10MPY position of Lab Technician – Health Sciences effective March 24, 2008.

*Employee is in probationary status for six-months.
A. 1 APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
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<td>*Staton, Patricia</td>
<td>Work Force Development</td>
<td>02/01/2008</td>
<td>06/30/2008</td>
<td>$40.00</td>
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<tr>
<td>*Staton, Patricia</td>
<td>Independent Living Program</td>
<td>02/01/2008</td>
<td>06/30/2008</td>
<td>$40.00</td>
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<tr>
<td>*Binnings, Celeste</td>
<td>DSPS</td>
<td>01/22/2008</td>
<td>06/01/2008</td>
<td>$50.00</td>
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<tr>
<td>*Wou, Ai-Ling</td>
<td>Nursing/Health Sciences</td>
<td>04/01/2008</td>
<td>05/30/2008</td>
<td>$47.58</td>
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</tbody>
</table>

BACKGROUND INFORMATION

1 & 2. Ms. Staton will serve as a Professional Expert/Program Director to the Foster & Kinship Care Education Program and the Independent Living Program which are categorically funded effective February 1, 2008 through June 30, 2008.

3. Ms. Binnings will serve as Professional Expert in the DSPS Program to assist students with special needs in the Adaptive PE area effective January 22, 2008 through June 1, 2008.

4. Ms. Wou will serve as a Professional Expert to provide services for nursing admission work.

*Human Resources did not receive necessary paperwork from the department until after these individuals worked. These hourly employees need to be paid for work that has already been completed.
# B. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<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>1</td>
<td>Pomajulca, Cesar</td>
<td>Lab Technician – Health Sciences</td>
<td>From .40</td>
<td>To .48</td>
<td>Temp.</td>
<td>03/31/2008 – 06/15/2008</td>
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<tr>
<td>2</td>
<td>Woods, Julia</td>
<td>Instructional Assistant – Business &amp; Information</td>
<td>From .80</td>
<td>To 1.0</td>
<td>Temp</td>
<td>03/03/2008 – 04/30/2008</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION**

1. Temporary Increase in assignment to assist the Health Sciences Program effective March 31, 2008 through June 15, 2008.

2. Temporary Increase in assignment to assist the Business and Information Program at IVC effective March 3, 2008 through April 30, 2008.
C. RESIGNATION/RETIREMENT 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>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Gabri, Kathleen</td>
<td>Accountant</td>
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<td>12</td>
<td>Termination</td>
<td>COB 04/04/2008</td>
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<tr>
<td>2</td>
<td>Roots, Teresa</td>
<td>EOPS Technician</td>
<td>10.</td>
<td>12</td>
<td>Resignation</td>
<td>COB 02/07/2008</td>
</tr>
<tr>
<td>3</td>
<td>Fitzgerald, Jo</td>
<td>Curriculum &amp; Articulation Specialist</td>
<td>1.0</td>
<td>12</td>
<td>Retirement</td>
<td>COB 04/30/2008</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Gabri was terminated during her probationary period effective close of business April 4, 2008.


MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>Academic Personnel Recommendations</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td>APPROVAL</td>
<td></td>
<td>Recommendations</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The following actions are included in the Academic Personnel Recommendations:

A. Resignation/Retirement of Academic Personnel
B. Appointment/Change for Temporary Noncredit ESL and Community Education and Services Instructors for Spring Semester and Spring Quarter 2008

**BUDGET IMPLICATIONS:**

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

**RECOMMENDATION:**

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Steiner, Lawrence</td>
<td>Instructor, Business &amp; Information Systems</td>
<td>1.0</td>
<td>Permanent</td>
<td>June 1, 2008</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Lawrence Steiner has submitted his resignation for retirement purposes.
<table>
<thead>
<tr>
<th>Name</th>
<th>FTE</th>
<th>Status</th>
<th>Title</th>
<th>Expir. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Levi D</td>
<td>0.1750</td>
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<td>NC INSTR</td>
<td>05/24/08</td>
</tr>
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<td>Anderson Sonja J</td>
<td>0.2296</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/16/08</td>
</tr>
<tr>
<td>Andrews Nilda F</td>
<td>0.3929</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/15/08</td>
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<td>Baker Jr Hursey</td>
<td>0.1000</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/15/08</td>
</tr>
<tr>
<td>Banks Lynda G</td>
<td>0.1125</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/23/08</td>
</tr>
<tr>
<td>Barnett Sharon A</td>
<td>0.1238</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/17/08</td>
</tr>
<tr>
<td>Bauman Marcia L</td>
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<td>NC INSTR</td>
<td>05/15/08</td>
</tr>
<tr>
<td>Beal Rebecca J</td>
<td>0.4335</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/15/08</td>
</tr>
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<td>Becker Rhoda</td>
<td>0.0190</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>04/17/08</td>
</tr>
<tr>
<td>Belrose Margie</td>
<td>0.0333</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/14/08</td>
</tr>
<tr>
<td>Bencich Lawrence M</td>
<td>0.1333</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/17/08</td>
</tr>
<tr>
<td>Berry Kathleen A</td>
<td>0.3941</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/16/08</td>
</tr>
<tr>
<td>Bertuol-Okun Sueli</td>
<td>0.5982</td>
<td>Filled</td>
<td>NC INSTR</td>
<td>05/15/08</td>
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BOARD AGENDA ITEM

To: Board of Trustees                                   Date: April 15, 2008
From: Superintendent/President                        Item & File No. B.10.D
Subject: Short-Term Hourly Positions
Reason for Board Consideration: Enclosure(s):

APPROVAL

Job Descriptions

BACKGROUND

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

Short-Term Hourly Positions.

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

Lab Tech in Work Force Development, Bookstore Clerk in the Bookstore, Office Aide III in Admissions and Records, House Manager, Recording Tech and Stage Manager in Music are on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – April 15, 2008

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<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
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<td>Bookstore</td>
<td><strong>Bookstore Clerk</strong> – To assist Classified Staff. Cashier, stock, price, customer service, shipping, receiving, prep for rush, and buy back.</td>
<td>3</td>
<td>05/12/08</td>
<td>06/30/08</td>
<td>$10.00, $10.50, $10.75, $11.25, $11.75 &amp; $16.00 DOE</td>
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<td>Admissions and Records</td>
<td><strong>Office Aide III</strong> – Assist Classified Staff: (Peak Period) Credit Summer '08; Fall '08 registration; Summer '08 Non-Credit CES registration.</td>
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<td>$10.50 hour</td>
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<td>Workforce Development (WFD)</td>
<td><strong>Lab Tech</strong> – Assist Classified Staff. Moving open computer lab from existing space to Building #17.</td>
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<td>03/17/08</td>
<td>03/28/08</td>
<td>$19.31 hour</td>
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<td>Performing Arts Music</td>
<td><strong>House Manager</strong> – Assist Classified Staff to manage house: opening &amp; locking building and theatre; distribute programs, direct ushers, collect cash donations; guard art gallery; coordinate with stage manager &amp; facility to open house; turn house lights on for Music Dept. concerts on: April 26, 28, May 2, 3, 10, 11, 14, 15, 17, and June 21 – 28.</td>
<td>2</td>
<td>04/26/08</td>
<td>06/28/08</td>
<td>$10.75, $11.25, $11.75 DOE</td>
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<tr>
<td>Performing Arts Music</td>
<td><strong>Recording Tech</strong> – Assist Classified Staff. For Music Dept. concerts on April 26, 28, 30, May 1, 2, 3, 6, 10, 11, 14, 15, 17, and June 21 – 28.</td>
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<tr>
<td></td>
<td>2 (usually only need one person per concert.)</td>
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<td>04/26/08 06/28/08</td>
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<table>
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<tr>
<th>Performing Arts Music</th>
<th><strong>Stage Manager</strong> – To assist Classified Staff. Familiar with musical score so technical cues during rehearsals and performances can be called correctly. Be sure everyone involved with production is in place on time; coordinate with House Manager as to when lights and curtains go up for beginning of concert; help set-up stage re-arrangement or adjustments during concerts; strike at end of Music Dept. concert and dress rehearsals on April 28, May 2, 3, 7, 9, 10, 11, 14, 17, and June 8-28, 2008.</th>
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<td>2 (usually only one need per concert)</td>
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**BACKGROUND:**

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

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

April 15, 2008
BACKGROUND:

The accompanying transfer information includes forty-eight budget transfers in March totaling $96,645 from Unrestricted Funds.

There were eleven transfers in Restricted Funds for $15,703, in February. There was one budget transfer from the Restricted Reserve Contingency Fund for $2,753, to allocate funds for the Career Tech Education.

Net effect of transfers for the Month.

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*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 March Budget Transfers – FY 2007/08.
### Budget Transfers

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#### TOTAL GENERAL FUND

(24,785.00) 8,623.00 2,960.14 19,414.86 (3,460.00) (2,753.00) 30,998.00 209,501.13

18,953.59 (2,753) 16,210.59
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<td>8,623.00</td>
<td>-</td>
<td>2,560.14</td>
<td>19,414.86</td>
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<td>(2,753.00)</td>
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Budget Inter-project transfers were funds remained within the same object code and transfers offset to zero, not included in totals.

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Total Measure C Building transfers were funds remained within same object code.
BACKGROUND:

Attached is the amount of warrants prepared for purchase orders already issued, purchase orders previously approved for purchases over $15,000 for labor or $50,000 for materials and supplies and direct charges. Warrant registers are available in Fiscal Services for review.

For the period 03/04/2008 through 03/25/2008, warrants 74574-75712 were issued in the total amount of $2,894,777.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: April 15, 2008

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 74574-75712 in the amount of $2,894,777 for all funds for the period 03/04/2008 through 03/25/2008 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $2,000,795 of the above amount. Includes payroll, through February 29, 2008.

President or Designee

EXPENDITURE SUMMARY
2007/2008
General Fund – All Programs
Period Ending 03/31/2008

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

New courses are developed by faculty in the Community Education area. Courses are reviewed and approved according to Board policy 3.0001 and 3.0002.

The Community Education Program will offer the following new Community Services courses for Summer and Fall 2008. These fee-based courses are recommended by the appropriate Community Education faculty and staff as well as the Vice President of Student Learning, and are “designed to meet the educational, social, economic, cultural, and recreational needs” of Marin County residents, as specified in Board policy. The proposed new courses are listed below, along with brief descriptions.

COMMUNITY SERVICES for Summer and Fall 2008:

ACCENT REDUCTION AND PRESENTATION SKILLS: PROFESSIONAL DEVELOPMENT

Professionals whose first language is not English must improve their communication skills to stay or move up in their careers. Everyday communication includes speaking to colleagues, giving group presentations and explaining important subjects. This seven-week course has two parts: accent reduction and presentation skills. To work on accent reduction, we will focus on English sounds that can most improve a person’s speech, sentence and question intonation, vowels, plurals, third person, possessives, contractions, voice and voiceless consonants, distinguishing “l” and “r,” final “ing” and final consonant sounds. To work on presentation skills, you will choose a topic, gather information, organize the information and present a speech. Bring a five-minute presentation to the first class and a recording of an accent analysis text.

AM I READY FOR COLLEGE?

High School Students! What do you need to know before you sign up for a college class? You will be asked to look at your personal career goals and what it will take to get there. You will use a computer to research your choice and find out what’s hot and what’s not! Use this time to define for yourself which careers draw you and which don’t. Get prepared and walk into your first college class with a blueprint for your future in hand!

AN ABSURDLY BRIEF REVIEW OF ITALIAN HISTORY

The long history of Italy – the term ‘Italia’ was first used in the third century BCE by Samnites in their struggle against Rome--is varied and complex. This course will offer a succinct, concise and breathless review of the history and culture of the Italian peninsula from pre-Roman times to the present day.
ART OF THE 60’S AND 70’S: MINIMALISM’S SILENT CODES
Minimalist art of the 1960’s and 1970’s has fallen out of fashion of late, but it represents a fascinating pivot on the heels of abstract expressionism. These artworks present highly intellectual—even existential—challenges to those willing to contemplate them. In this class, a variety of academic points of view and the voices of the artists themselves will illuminate some of the notoriously “silent” forms of works in this genre. I welcome those who are fans of and/or familiar with Minimalist work—your input will be valuable!

BREATHING TECHNIQUES
The conscious use of the breath is a powerful, yet simple method of self-healing. In this six-week class, a myriad of breath techniques will be discussed and experienced, from the simplest practice of breathing in-and-out consciously to more elaborate forms of breathing practice. Learn how to use these practices to strengthen, develop and balance different aspects of your self.

CONTEMPORARY ART IN THE BAY AREA
The Bay Area has several of the best art schools in the world, and many artists who exhibit internationally teach in them. Bay Area artists have always made huge contributions to the grandest “movements” of Modern Art. This slide-illustrated, lecture class will offer the pleasure of looking at the latest fruit of this vibrant “scene,” as well as surveying luminaries since 1920.

CREATIVE ACRYLIC LANDSCAPE PAINTING FOR ADULTS
Learn to use various brush techniques and to apply acrylic paint to produce finished art work on canvas. There will be demonstrations, and you will receive guidance and supportive critiques on an on-going basis. For the first project, you will choose your own landscape subject. We will consider composition, color theory and perspective, how to render water, trees, ocean waves, grasses, mood and the various subjects found in nature.

CREATIVITY IN BUSINESS
Ideal for entrepreneurs, artists and professionals who wish to discover and consistently tap into their full creative potential. This evocative workshop introduces participants to the experience that made the course the most popular in the Stanford MBA program for twenty-five plus years. You will learn key tools that will: 1) challenge you to remove blocks to your creativity, passion and purpose; 2) inspire increased risk taking, innovative problem solving and consistent breakthrough thinking; 3) re-ignite motivation and passion for work through exploring the alignment between your profession and legacy; and 4) develop a vision and action plan around your goals and challenges to make your vision a reality.

EXPLORING TIBETAN BUDDHISM: AN INTRO. TO BUDDHIST MEDITATION PRACTICES
This class offers an ideal introduction to meditation and the Buddhist way of life. Each class contains guided meditation, teaching on various aspects of Buddhist thought and practice and discussion. It is ideally suited for those who wish to gain practical experience of Buddhist meditation techniques and apply them to our modern lifestyles. From dealing more effectively with stress, to developing our full spiritual potential, or simply enjoying a relaxing meditation, there is something for everyone. Buddhism is a non-evangelizing philosophy and science of the mind, so everyone is invited to use whatever aspects of the teachings they find helpful without fear of proselytizing.

EXTREME PAPER MAChE
Extreme Paper Mache is a technique where paper mache is hung or wrapped around a steel armature. This technique allows the paper mache object to resist breakage and to be far stronger than ordinary paper mache. This workshop provides a relaxing and enjoyable experience in which to explore your creativity under the guidance of an instructor. Learn the techniques of extreme paper mache as you develop your own project(s). The following topics are covered: a brief history of paper mache, techniques on how to construct a wire armature, principles of sculpture, how to create a form with both pulp and paper stripping, textural surfaces, various types of glues and adhesives and techniques for painting and water proofing.

HOW TO MAKE A PROFIT FINDING HIDDEN GOLD, SILVER AND PLATINUM
For those who want to enhance their ability to earn income, as well as for those who are simply curious, this workshop will teach you how to identify jewelry and other items made of gold, silver and/or platinum, the best places to find hidden gold, silver and/or platinum, how to figure the value of precious metals and the best places to sell for maximum profit. Learn to read karat marks and hallmarks, identify items of historical or antique value, where to get metals price quotes and how to do the math involved in determining value. Learn to use the tools of the jewelers’ trade, the magnifier called the “jeweler’s
HOW TO TAKE A COLLEGE CLASS
High School students! Get ready for success in your college-level classes! This course will offer you understanding, insight and survival skills which will help you accomplish your goals during your college career. We will cover how to: get college credit for course work; choose appropriate college courses; prioritize life and school; set up a good time management system; handle procrastination and stress; set goals and attain them; research a career path; decide upon a college major; and stand out for future transfer to a competitive four-year university. We will also explore academic terminology and college structure; good study skills; what professors really expect of college students and how to decode your professors.

ILlicit Affairs in American and Continental Film
Fifty percent of married individuals anonymously admit to having had one or more illicit affairs. But about which we prefer to remain silent in polite company, movies speak. In this course, we will compare and contrast what American and Continental movies say about this taboo subject. Are we more moralistic and puritanical about our indiscretions, while they are more cavalier and tolerant? Does our constitutionally endowed right to pursue happiness require us to expect a happy ending, or at least a redemption, while their c'est la vie attitude allows for more authentic possibilities? Is our desire determined solely by individual choice, while theirs is more shaped by class and politics? American films may include Hannah and Her Sisters, Unfaithful, and I think I Love My Wife; Continental films may include Swept Away..., Chloe in the Afternoon, and En La Cama.

Japanese for Beginners I & II
If you're planning a trip or would just like to learn more about this fascinating culture, this class is for you. With an emphasis on learning simple Japanese for beginners and travelers, the doors to a better understanding of Japan will open for you.

Masters Abstract Painting in Oils
This course is designed for those who have some painting experience and who wish to broaden their knowledge of concepts and strengthen their skills in abstract painting. We will paint, paint, paint and you will receive one-on-one assistance as time allows. Each week, new material will be presented through lectures, discussions, demonstrations and critiques. Topics of discussion include: materials and preparation, techniques, composition, value pattern, color theory, depth, edge and form.

Mixed Media and Collage
For students of all levels, this course is designed to expand your visual vocabulary. Various methods and techniques will be introduced as you learn to incorporate dry media, acrylic paint and collaged materials into your own compositions. Through slide-assisted lectures, demonstrations, group discussions, open painting, group and individual critiques, you will gain insight and experience with the practical and theoretical concerns of painting in a variety of media and styles.

New York 1945-1965: Modernism Into Postmodernism
A seminar-style class where we will consider the historical "moment" wherein New York seized the limelight from Paris as the center of Western Modern art. We will examine the mix of styles (European and American) which came together to create abstract expressionism.

Practical Plant Propagation
The propagation of plants is a process as varied and intricate as the plant kingdom itself, and as fascinating! In this hands-on workshop, we will focus on the seasonally appropriate propagation possibilities of California native plants and other drought-tolerant species.

The Culture and History of the French People Part 1 and Part 2
Part 1: Following a brief overview of prehistory, we consider the Gauls and their relation with the Roman Empire, how they were conquered by the Franks, their subsequent Christianization and the birth of each of the ruling dynasties. The French Middle Ages will be discussed, including the Crusades, the 100 Years War and the Vatican's move to Avignon. We continue with the Renaissance period and the rise of the Huguenots, the religious persecutions and religious wars. The accomplishments, humor and importance of King Henri IV, one of the French National heroes who ended the religious wars by uniting France, will be discussed in detail. Part I will end with the supremacy of the Bourbon Dynasty, the creation of an absolute monarchy by Louis XIV, the Sun King, and the tremendous artistic developments of that period.
Part II: Beginning with the reigns of Louis XV and Louis VI in the 18th C., we will consider France's role in the American Revolution, then on to the French Revolution, the end of the monarchy and the first French Republic. We will discuss the History of France during the XIX C., the two French Empires of Napoleon I and Napoleon III along with the intermittent returns of "the old regimes" and the birth of the 3rd French Republic. The Dreyfus Affair will be discussed in detail. Moving on to the 20th C., we will consider the changes of government during the 3rd Republic, France's role during WWI and WWII, the Cold War period and the fall of Communism in Eastern Europe. The course will end with the events taking place in France at the present time.

THE POETIC PILGRIMAGE: WRITING POETRY AS SPIRITUAL PRACTICE
As we rush through our days, the urge to root ourselves in something deep and sustaining intensifies. The writing of poetry not only serves this urge, but has many similarities to traditional spiritual paths: focus on presence, development of compassion and detachment, sincere truths-telling, surrender to something beyond ourselves. In this class we will use poems and sutras from various traditions to lead us into such topics as: The Inner Ear, Luminosity, Rhythm (& Blues), and The Art of Being Surprised by Our Own Poems. And we will read and write poems to our hearts' content.

TOEFL (TEST OF ENGLISH AS A FOREIGN LANGUAGE) TEST PREPARATION
Most colleges and universities require a TOEFL test for admission of non-native English speakers. The College of Marin administers and accepts its Institutional TOEFL. Other post-secondary institutions internationally require the TOEFL IBT (Internet based). In this course we will look at sample copies of both tests. The Institutional TOEFL consists of 140 questions divided into three parts: Listening (50), Structure and Written Expression (40), and Reading (50). Total test time is 2 to 3 hours. It is taken on campus in a classroom using a machine-scored answer sheet. The TOEFL IBT has four parts: Reading, Listening, Speaking and Writing, and lasts for 4 and a half hours. It combines the skills, and the test is taken at an official testing center on a computer.

TRADITIONAL SAMBA
Samba is a traditional Afro-Brazilian art-form which blends music, dance and exercise to promoting wellness. Accompanied by traditional Brazilian instruments such as the surdo, the timbau, the berimbau (a gourd with one string) and pandeiro (tambourines), you will learn and practice the basic steps of a traditional samba circle dance.

WATERCOLOR FOR SELF EXPRESSION
This workshop for beginners, teachers, therapists and artists will help you find your “Inner Artist”! Innovative methods will build self-confidence and facilitate the spontaneity inherent in watercolor painting. A full range of non-traditional and experimental watercolor techniques will be presented with an emphasis on wet into wet. Whether you move in a realistic or abstract direction, methods for self-expression will be examined in a playful way. Class demonstration and discussion will include wetting the paper, color flooding, brushwork, compositional energy, atmospheric effects, edge tinting and the use of watercolor crayon, as well as the beauty of accidents, back-up puddles, color saturation and capillary action. Discover your personal palette and unique shapes!

YOGA TO CALM THE MIND
Using the classical Yoga Sutras by Patanjali, we will explore yoga philosophy and its original purpose to be in the world with a calm mind. The original yoga psychology and its practical applications to daily life will be presented. Learning techniques used in this course will include personal journaling, group discussion, lecture and meditative uses of breath, chanting and minor movement.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the proposed new Community Education Courses.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA 94904

**BOARD AGENDA ITEM**

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<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.10.H.1(a)</td>
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| Subject:     | Shade & Greenhouse Structures Project (850C)  
               Contract time extension   
               Crossroads Relocation Services, Inc. – Amendment 1 | Enclosure(s): | SF Amendment 1 |
| Reason for Board Consideration: | CONSENT APPROVAL | |

**BACKGROUND:**

On December 11, 2007 the Board of Trustees approved a short form professional services agreement for Crossroads Relocation Services, Inc. for moving services for the Environmental Landscape Program relocation. Services for moving the existing construction lab from the Dance/Landscape building at the Kentfield Campus into rooms 120 and 121 at the Miwok Cluster on the Indian Valley Campus were expected to be complete by January 18, 2008. The move was only partially executed with completion of the move scheduled for the late summer. A no cost contract time-only extension is required in order to complete the move just prior to the 2008 school year.

The Board of Trustees is asked to approve Amendment 1 to Crossroads Relocation Services, Inc.'s short form professional services agreement for a no cost time extension through September 30, 2008.

**FISCAL IMPACT:**

None. This is a time extension only.

The total amount of this contract to date is as follows:

- **Original Contract Amount** $ 3,158  
  Moving services for Environmental Landscape program from Kentfield to Indian Valley Campus – Shade & Greenhouse Structures Project (850C)

- **Amendment 1** $ 0  
  Contract time extension

**Total Contract Amount** $ 3,158

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to Crossroads Relocation Services, Inc.'s short form professional services agreement for a time extension for the Shade & Greenhouse Structures Project (850C) for the relocation of the Environmental Landscape program.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: Crossroads Relocation Svcs
Project(s) (name and number): Shade & Greenhouse Structures (850F)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original ______  or  Amendment # 1

Amount of this contract/amendment: $0

Total amount of contract to date including this amendment: $3,158

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

___ Full agreement  ___ Changes to agreement  Reviewed: VS

___ Appendix A  ___ Changes to Appendix A  Reviewed: ______

___ Appendix B  ___ Changes to Appendix B  Reviewed: ______

___ Appendix C  ___ Changes to Appendix C  Reviewed: ______

___ Appendix D  ___ Changes to Appendix D  Reviewed: ______

___ Appendix E  ___ Changes to Appendix E  Reviewed: ______

___ Other backup materials?  Reviewed: ______

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

If not, why not?  No change to legal language (contract time extension)

Agenda cover page prepared by: EB  Reviewed by: LSata

Submittal sign-off:
Program Manager: LSata  Director: Ahermick
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement? Yes No
   Have they been reviewed by legal counsel? N/A Yes No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No

☑ Appendix B: is the fee appropriate to the scope of work? Yes No

☑ Is the fee within budget? Yes No
   If not, does it require a budget transfer? N/A Yes No

☑ Do the numbers all add up correctly? Yes No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No

☑ Appendix D: are the deliverables sufficient to manage the scope of work? Yes No

☑ Appendix E: has the insurance requirement changed? Yes No
   Reviewed by legal counsel? N/A Yes No

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

☑ Is the type of contract clearly defined? Yes No
   Basic or additional service? Basic Add'l

☑ Is the reason for the amendment clearly stated? Yes No

☐ Do the amendment amounts match the amended Appendix B? N/A Yes No

☑ Are the project title and number included and correct? Yes No
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Crossroads Relocation Services, Inc.

April 15, 2008

AMENDMENT 1 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated December 11, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Crossroads Relocation Services, Inc. (Consultant).

1. Term of Agreement

Per the Term of Agreement, the original Short Form Professional Services Agreement shall be extended through September 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated December 11, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Crossroads Relocation Services, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________ Date ________________

Al Harrison
Vice President College Operations

Crossroads Relocation Services, Inc.

By ________________________________ Date ________________

______________________________ Its __________________
BOARD AGENDA ITEM

To:          Board of Trustees          Date:          April 15, 2008
From:        Superintendent/President    Item & File No. B.10.H.1(b)
Subject:     PE Complex Portables Project (850F)  
             Contract time extension  
             QA Consultants, Inc. – Amendment 1
Reason for Board Consideration:  
                                      CONSENT APPROVAL
                                      Enclosure(s): 
                                      SF Amendment 1

BACKGROUND:

On October 9, 2007 the Board of Trustees approved a short form professional services agreement for QA Consultants, Inc. for DSA Inspector services for the PE Complex Portables Project. Services were expected to be complete by December 31, 2007, but changes to the scope of work delayed the final completion of the project. A no cost contract time extension is requested for additional services related to the PE Complex Portables Project in order to complete punch list and close out items.

The Board of Trustees is asked to approve Amendment 1 to QA Consultants, Inc.'s short form professional services agreement for a no cost time extension through June 30, 2008.

FISCAL IMPACT:

None. This is a time extension only.

The total amount of this contract to date is as follows:

Original Contract Amount $ 8,640  
Amendment 1 $ 0 

Total Contract Amount $ 8,640

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to QA Consultants, Inc.'s short form professional services agreement for a time extension for the PE Complex Portables Project (850F) work.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: QA Consultants, Inc.
Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

- [ ] Full service (architecture)  - [ ] Task contract (specialty consultant)
- [✓] Short form  - [ ] Long form

Original ______ or Amendment # ______

Amount of this contract/amendment: $ ______

Total amount of contract to date including this amendment $ 8,1640

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

- [ ] Full agreement  - [✓] Changes to agreement  Reviewed: Vasa
- [ ] Appendix A  - [ ] Changes to Appendix A  Reviewed: ______
- [ ] Appendix B  - [ ] Changes to Appendix B  Reviewed: ______
- [ ] Appendix C  - [ ] Changes to Appendix C  Reviewed: ______
- [ ] Appendix D  - [ ] Changes to Appendix D  Reviewed: ______
- [ ] Appendix E  - [ ] Changes to Appendix E  Reviewed: ______
- [ ] Other backup materials? ____________________________  Reviewed: ______

Legal review required? ______ Yes  - [✓] No  If yes, counsel’s initials: ______

If not, why not? No change to legal language
(Contract time extension)

Agenda cover page prepared by: EB  Reviewed by: Vasa

Submittal sign-off:
Program Manager: Vasa  Director: ______
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments
Reviewed by: [Signature]

☐ Are there changes to the master agreement?
   Have they been reviewed by legal counsel?  
   Yes ☐ No ☑
   N/A ☑ Yes ☑ No ☑

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?
   Yes ☑ No ☑

☑ Appendix B: is the fee appropriate to the scope of work?
   Yes ☑ No ☑

☑ Is the fee within budget?
   If not, does it require a budget transfer?
   Yes ☑ No ☑
   N/A ☑ Yes ☑ No ☑

☑ Do the numbers all add up correctly?
   Yes ☑ No ☑

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?
   Yes ☑ No ☑

☑ Appendix D: are the deliverables sufficient to manage the scope of work?
   Yes ☑ No ☑

☑ Appendix E: has the insurance requirement changed?
   Reviewed by legal counsel?
   Yes ☑ No ☑
   N/A ☑ Yes ☑ No ☑

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page
Reviewed by: [Signature]

☑ Is the type of contract clearly defined?
   Basic or additional service?
   Yes ☑ No ☑
   Basic ☑ Add'l ☑

☑ Is the reason for the amendment clearly stated?
   Yes ☑ No ☑

☐ Do the amendment amounts match the amended Appendix B?
   Yes ☑ No ☑

☐ Are the project title and number included and correct?
   Yes ☑ No ☑

Amendment Checklist 3/31/2008 2
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

QA Consultants, Inc.

April 15, 2008

AMENDMENT 1 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and QA Consultants, Inc. (Consultant).

1. Term of Agreement

   Per the Term of Agreement, the original Short Form Professional Services Agreement shall be extended through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and QA Consultants, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ______________

Al Harrison
Vice President College Operations

QA Consultants, Inc.

By ___________________________ Date ______________

__________________________________
Its ___________________________
BACKGROUND:

On November 7, 2007 the Board of Trustees approved a short form professional services agreement for GeoTech Utility Locating LLC for specific underground utility locating for the Geothermal Fields at the KTD & IVC campuses and the PE Complex Portables Project at the KTD campus. The PE Portables Project underground utility locating work is complete.

Underground utility locating services should be done as close to the start of construction as possible. The markings are temporary and may deteriorate due to inclement weather. The Geothermal project’s underground utility locating work was expected to be complete by January 31, 2008, but due to postponement of the Geothermal project bid date, the work had to be delayed. Therefore, a no-cost time extension of the contract through September 30, 2008 is requested for underground utility locating services for the Geothermal projects at KTD and IVC.

The Board of Trustees is asked to approve Amendment 1 to GeoTech Utility Locating LLC’s short form professional services agreement for a no cost time extension through September 30, 2008.

FISCAL IMPACT:

None. This is a time extension only.

The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$ 22,910</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$ 22,910</strong></td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to GeoTech Utility Locating LLC’s short form professional services agreement for a time extension for the Geothermal Fields KTD & IVC Projects (305B & 417B).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: GeoTech Utility Locating LLC
Project(s) (name and number): Geochemimn Fields KID & IVC (305844175) & PE Complex Portables (8504)
Type of contract (check all that apply):

- [ ] Full service (architecture)
- [ ] Task contract (specialty consultant)
- [ ] Short form
- [ ] Long form

Original ______ or Amendment # ______

Amount of this contract/amendment: $ 0

Total amount of contract to date including this amendment $ 22,910

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

- [ ] Full agreement
- [ ] Changes to agreement
- [ ] Appendix A
- [ ] Changes to Appendix A
- [ ] Appendix B
- [ ] Changes to Appendix B
- [ ] Appendix C
- [ ] Changes to Appendix C
- [ ] Appendix D
- [ ] Changes to Appendix D
- [ ] Appendix E
- [ ] Changes to Appendix E
- [ ] Other backup materials?

Reviewed: [Signature]

Legal review required? ______ Yes  [ ] No  If yes, counsel’s initials: ______
If not, why not? No change to legal language (contract time extension)
Agenda cover page prepared by: [Signature]  Reviewed by: [Signature]

Submittal sign-off:
Program Manager: [Signature]  Director: [Signature]
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments
Reviewed by: 

☑ Are there changes to the master agreement?
Have they been reviewed by legal counsel?
N/A Yes No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?
Yes No N/A

☑ Appendix B: is the fee appropriate to the scope of work?
Yes No N/A

☑ Is the fee within budget?
If not, does it require a budget transfer?
N/A Yes No N/A

☑ Do the numbers all add up correctly?
Yes No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?
Yes No N/A

☑ Appendix D: are the deliverables sufficient to manage the scope of work?
Yes No N/A

☑ Appendix E: has the insurance requirement changed?
Reviewed by legal counsel?
N/A Yes No

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page
Reviewed by: Vice President Al Harrison

☑ Is the type of contract clearly defined?
Basic or additional service?
Yes No Basic Add

☑ Is the reason for the amendment clearly stated?
Yes No

☑ Do the amendment amounts match the amended Appendix B?
Yes No

☑ Are the project title and number included and correct?
Yes No
AMENDMENT 1

To the Professional Services Agreement between the MARIN COMMUNITY COLLEGE DISTRICT and GeoTech Utility Locating LLC

April 15, 2008

AMENDMENT 1 TO TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated November 7, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and GeoTech Utility Locating LLC (Consultant).

1. Term of Agreement

Per the Term of Agreement, the original Short Form Professional Services Agreement shall be extended through September 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated November 7, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and GeoTech Utility Locating LLC.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ___________________

Al Harrison
Vice President College Operations

GeoTech Utility Locating LLC

By ___________________________ Date ___________________

______________________________ Its_____________________

## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.10.H.1(d)</td>
</tr>
<tr>
<td>Subject:</td>
<td>Geothermal Fields KTD &amp; IVC Projects (305B &amp; 417B) Contract time extension Kleinfelder, Inc. – Amendment 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>CONSENT APPROVAL</td>
<td>Enclosure(s):</td>
<td>SF Amendment 1</td>
</tr>
</tbody>
</table>

### BACKGROUND:

On January 15, 2008 the Board of Trustees approved a short form professional services agreement for Kleinfelder, Inc. to provide testing and inspection services required for the Geothermal Fields projects. Services were expected to be complete by August 31, 2008, but because of the possibility of testing/inspection services and close out beyond this date, a no-cost contract time extension is requested through September 30, 2008.

The Board of Trustees is asked to approve Amendment 1 to Kleinfelder, Inc.’s short form professional services agreement for a no cost time extension through September 30, 2008.

### FISCAL IMPACT:

None. This is a time extension only.

The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$ 50,000</th>
<th>Special testing &amp; inspection services for Geothermal Fields (305B &amp; 417B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$ 0</td>
<td>Contract time extension</td>
</tr>
</tbody>
</table>

**Total Contract Amount** $ 50,000

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to Kleinfelder Inc.’s short form professional services agreement for a no-cost time extension for the Geothermal Fields KTD & IVC Projects (305B & 417B) for testing and inspection services.

---

**Administrator Initiating Item**

V-Anne Chernock

**Administrator Approving Item**

Albert J. Harrison II

**Director of Modernization**

Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: KLEINFELDER, INC.

Project(s) (name and number): GEOTHERMAL FIELDS KTD & IVC(305B#417B)

Type of contract (check all that apply):

   ____ Full service (architecture)  ____ Task contract (specialty consultant)
   ___ Short form  ____ Long form

Original ______  or  Amendment # ______

Amount of this contract/amendment: $ 0

Total amount of contract to date including this amendment: $ 50,000

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

   ____ Full agreement  ___ Changes to agreement  Reviewed: Lala.
   ___ Appendix A  ___ Changes to Appendix A  Reviewed: ______
   ___ Appendix B  ___ Changes to Appendix B  Reviewed: ______
   ___ Appendix C  ___ Changes to Appendix C  Reviewed: ______
   ___ Appendix D  ___ Changes to Appendix D  Reviewed: ______
   ___ Appendix E  ___ Changes to Appendix E  Reviewed: ______

   ___ Other backup materials?  Reviewed: ______

Legal review required?  ____ Yes  ___ No  If yes, counsel's initials: ______

If not, why not?  No change to legal language (contract time extension)

Agenda cover page prepared by: EB  Reviewed by: Lala

Submittal sign-off:
Program Manager: Lala  Director: Archonick
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

Reviewed by:  

☑ Are there changes to the master agreement?  Yes ☐ No
Have they been reviewed by legal counsel? N/A Yes ☐ No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes ☐ No N/A

☑ Appendix B: is the fee appropriate to the scope of work? Yes ☐ No N/A

☑ Is the fee within budget?  N/A Yes ☐ No
If not, does it require a budget transfer? N/A Yes ☐ No N/A

☑ Do the numbers all add up correctly?  Yes ☐ No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes ☐ No N/A

☑ Appendix D: are the deliverables sufficient to manage the scope of work? Yes ☐ No N/A

☑ Appendix E: has the insurance requirement changed?  N/A Yes ☐ No
Reviewed by legal counsel? N/A Yes ☐ No

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

Reviewed by:  

Vice President Al Harrison

☐ Is the type of contract clearly defined?  Yes ☐ No
Basic or additional service? Basic Add'

☐ Is the reason for the amendment clearly stated?  Yes ☐ No

☐ Do the amendment amounts match the amended Appendix B?  N/☐ Yes ☐ No

☐ Are the project title and number included and correct?  Yes ☐ No
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Kleinfelder, Inc.

April 15, 2008

AMENDMENT 1 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated January 15, 2008 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kleinfelder, Inc. (Consultant).

1. Term of Agreement

   Per the Term of Agreement, the original Short Form Professional Services Agreement shall be extended through September 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated January 15, 2008 between the MARIN COMMUNITY COLLEGE DISTRICT and Kleinfelder, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

Kleinfelder, Inc.

By ___________________________ Date __________________

______________________________ Its __________________
BACKGROUND:

The election of members of the CCCT Board of the Community College League will take place between March 10 and April 25, 2008. There are ten two-year vacancies on the Board.

Each member community college district board of the League shall have one vote for each of the ten vacancies on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie. Election results will be announced at the CCCT annual conference.

The 20 trustees who have been nominated for election to the board are listed on the attached sheet, in the Secretary of State’s random drawing order.

Ballots must be signed by the Board secretary and Board President or Vice President and returned to the League office, postmarked no later than April 25, 2008.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees vote in the 2008 CCCT Board election.

Administrator Initiating Item  
Frances L. White, Superintendent/President
CCCT 2008 BOARD OFFICIAL BALLOT

Vote for no more than ten (10) by checking the boxes next to the names

NOMINATED CANDIDATES
List order based on Secretary of State's February 22, 2008, random drawing

☐ *Anita Grier, San Francisco CCD
☐ John Rodgers, Kern CCD
☐ *Edward Ortel, Citrus CCD
☐ Bernard Jones, Allan Hancock Joint CCD
☐ *Paul Fong, Foothill-DeAnza CCD
☐ *Mary Figueroa, Riverside CCD
☐ A. C. "Tony" Ubalde, Jr., Solano CCD
☐ *Katherine "Kay" Albiani, Los Rios CCD
☐ *Charles Meng, Napa Valley CCD
☐ Bill McMillin, Ohlone CCD
☐ Brian Conley, Rancho Santiago CCD
☐ Nancy C. Chadwick, Palomar CCD
☐ Janet Chaniot, Mendocino-Lake CCD
☐ *Judi Beck, Shasta-Tehama-Trinity Joint CCD
☐ *Isabel Barreras, State Center CCD
☐ *Carolyn Batiste, Mira Costa CCD
☐ Andrew Walzer, Santa Monica CCD
☐ Eva Kinsman, Copper Mountain CCD
☐ Bob Hughlett, Cerritos CCD
☐ Donald Nelson, Victor Valley CCD

*Incumbent

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

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

Secretary of the Board
President or Vice President of the Board
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No B.11.B</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Agreement with Community College League of California for Board Policy and Procedures Consultation Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND:

The majority of College of Marin Board Policies and Procedures are outdated. The Community College League of California (CCLC) has developed a Policy and Procedure Service that specifically addresses the needs of community college districts.

CCLC also offers consulting services to assist colleges in updating and customizing their policy and procedure manuals. College of Marin worked with a CCLC consultant this year to review and update all the College’s current policies and procedures to make them consistent with those provided by the Policy and Procedure Service. Legally required language and citations have been inserted into the drafts as appropriate. Several Board Policies/Administrative Procedures have started through the administrative and governance review process established by College Council.

The current agreement with CCLC expires on April 30, 2008. In year two of the project, the consultant will continue to assist in the administrative and governance review process as the updated drafts are finalized to meet the College’s specific needs. Updates include, as appropriate, legally required or advised policies/procedures and suggested policies/procedures for best practice. The total cost of the year two contract (copy attached) shall not exceed $19,800.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached agreement with Community College League of California for consulting services to update College of Marin Policies and Procedures as described in the attached agreement.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
AGREEMENT BETWEEN
MARIN COMMUNITY COLLEGE DISTRICT
AND
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

This agreement made and entered into between Marin Community College District, hereafter referred to as “District,” and Community College League of California, hereafter referred to as the “League.”

WHEREAS, the District desired to bring its Board Policy Manual and Administrative Procedures Manual up-to-date, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision of updating Board Policy and Administrative Procedures Manuals, and

WHEREAS, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

LEAGUE CONSULTANT SERVICES
The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in the revision of its Board Policy and Administrative Procedures Manuals. The Consultant’s services will include, but may not be limited to, the following:

- Presenting a work plan to the District for approval.
- Drafting up-to-date Board Policies for all sections of the Board Policy Manual using as a starting point the League’s sample policy templates and the District’s current board policies.
- Drafting recommendations for new Administrative Procedures, using as starting points the current District administrative procedures, procedures now contained in the District’s Board Policy Manual, and the League’s sample procedures.
- Providing the District designee draft Board Policies and Administrative Procedures for review by appropriate groups of employees.
- Finalizing the recommended Board Policies for review and adoption by the Board.
- Finalizing the Administrative Procedures for review and adoption by the Superintendent/President.
- Providing the District with the Board Policies and Administrative Procedures in an electronic format that can be easily updated and uploaded on the District website.
- Being on-site up to two days a month.
The League reserves the right to choose the Consultant and change the Consultant if necessary.

**FEE STRUCTURE**

The work conducted under this Agreement shall be for May 1, 2008, through April 30, 2009. The fee shall be $18,000 for up to 300 hours of work which includes up to two days per month on campus at College of Marin. If necessary and as approved by the District, additional hours may be provided after April 30, 2009 at $70 an hour for research, creation of documents, or meeting with District personnel, and $25 an hour for transportation time or telephone consultation with District, or $350 a day. The fee includes travel expenses incurred by the consultant. There shall also be a $1,800 fee to cover League administrative costs. The total contract shall not exceed $19,800.

The District reserves the right to approve the additional professional costs prior to the expenditure of those costs. If the work extends beyond April 30, 2009, this contract may be extended at the discretion of both the District and the League.

**METHOD OF PAYMENT**

Quarterly payments to the League will be made with the approval of the District, upon presentation of the League’s invoice. Each invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably deem appropriate, as determined by the District.

**INDEMNIFICATION**

To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

The District agrees to have the final Board Policy Manual and Administrative Procedures Manuals examined by legal counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice.

**EMPLOYEE RELATIONSHIP**

The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

**CANCELLATION**

Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion.
and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

OWNERSHIP OF DOCUMENTS OR REPORTS
Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

CONSULTANT PERSONAL SERVICES
It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

CONFLICT OF INTEREST
The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

TERM OF AGREEMENT

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: ____________________________

Marin Community College District

Date: ______________

By: ____________________________

Kimi Shigetani, Director, District Services
Community College League of California

Date: ______________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees  Date: April 15, 2008
From: Superintendent/President  Item & File No. B.11.C
Subject: Bid Award Circle Drive Rehabilitation Project, Kentfield Campus
Reason for Board Consideration: APPROVAL  Enclosure(s):

BACKGROUND:

At the January 15, 2008 Board meeting, the Board of Trustees authorized staff to request bids for the repair and ADA modifications of the Circle Drive Parking Lot on the Kentfield Campus. The estimated cost of this project was estimated to be approximately $100,000 from General Funds. The scope of the project has been revised to include the repair of several pathways adjacent to Circle Drive since the Commencement Ceremonies will be held on the lawn. The revised estimate for this work is approximately $115,000. CSW/Stuber Stroeh Engineering Group prepared the design and project drawings and the project was advertised for bid.

Bids for this project are due on April 11, 2008. Upon review of bid results, a recommendation to award the bid to the lowest responsible bidder will be provided at the Board meeting via a revised agenda item.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees award the bid for the Circle Drive Rehabilitation Project to the lowest responsible bidder.

Administrator Initiating Item
Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Purchase of Argos Reporting System
Reason for Board Consideration: APPROVAL
Date: April 15, 2008
Item & File No. B.11.D

BACKGROUND:

The Banner administrative software system has very limited reporting capability built into it. As recommended by our selection consultants the college did not include a third-party reporting tool in the contract for the acquisition of Banner. This provided an opportunity to survey the market and identify software that best fits our needs with the best long-term cost value. To assure a sufficient level of support for integration with Banner we considered proposals from the vendors that have been identified by SunGardHE as members of the SunGard Higher Education Collaborate. Three vendors were identified: Cognos, Evisions and Oracle. Oracle elected not to respond because their legacy reporting software (Discoverer) does not satisfy all of our requirements and their newer software (Business Intelligence) does not yet have a supported interface with Banner’s Operational Data Store (ODS) as required by our Request for Proposal.

An evaluation team consisting of representatives from Information Technology and from various functional areas attended demonstrations by Evisions and Cognos. Some members of the team also exercised both systems over a subsequent two-week period. The result was that although the team considers both products to meet our requirements, there was a unanimous preference for Argos by Evisions. Key reasons were that most considered it easier to use, the product suite is exclusively focused on Banner, there is an existing community of users with a cooperative reports repository and the team had a general perception that Evisions offers the best user support.

The equivalent cost of the two products over five years clearly favors Argos by Evisions.

<table>
<thead>
<tr>
<th>Cost Components</th>
<th>Evisions</th>
<th>Cognos</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase</td>
<td>65,000</td>
<td>115,000</td>
</tr>
<tr>
<td>Training</td>
<td>13,750</td>
<td>25,000</td>
</tr>
<tr>
<td>5 year maintenance</td>
<td>54,156</td>
<td>98,793</td>
</tr>
<tr>
<td>Total 5 Year Cost</td>
<td>132,906</td>
<td>238,793</td>
</tr>
</tbody>
</table>

Evisions adjusted to include optional equivalent to Cognos.
Evisions training adjusted to 5 days to be equivalent to Cognos.
Evisions maintenance adjusted to include maintenance of optional component

After training and implementation, this tool will provide end-users the ability to create simple operational reports and potentially highly complex reports in a variety of formats using a web-browser interface.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees authorize staff to negotiate a contract with Evisions for the purchase of the Argos reporting system and initial training in an amount up to $132,906 that will be funded with Measure C Technology Funds.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
BACKGROUND:
The District solicited Requests for Proposals (RFPs) to conduct Audit Services for the College beginning with the 2007/08 fiscal year for the District, the College of Marin Foundation and the bi-annual audits for the Measure C Bond Program funds for a five-year period ending with the 2011/12 fiscal year. Proposals were due on February 22, 2008.

The District received three responsive proposals that were reviewed and evaluated by the Fiscal Services office, using the following criteria: size of firm, reputation, staffing on engagement, community college clientele and references. The Board and Budget Ad Hoc Committee has reviewed the information provided by Fiscal Services.

Upon review of the information provided and an excellent reference check, staff recommends continuing to use the services of Perry Smith LLP for the District’s required audits. Perry Smith LLP has performed audit services for the College since 2003/04 and identified six community college clients. Perry Smith will be required to change their audit team during the five-year period.

The cost for audit services for 2006/07 was $65,500, plus normal out of pocket expenses. Proposed costs for the next five years to complete audits for the District, the COM Foundation and Measure C Bond are as follows, plus out of pocket expenses:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
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<tbody>
<tr>
<td>2007/08</td>
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<tr>
<td>2008/09</td>
<td>$75,800</td>
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<tr>
<td>2009/10</td>
<td>$78,800</td>
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<tr>
<td>2010/11</td>
<td>$81,700</td>
</tr>
<tr>
<td>2011/12</td>
<td>$84,500</td>
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</tbody>
</table>

The firm Messner & Hadley LLP proposed costs ranged from $54,000 for 2007/08 to $61,100 for 2011/12 and identified three community college clients. Vavrinek, Trine, Day and Company has provided audit services for the College prior to Perry Smith. Their proposed costs ranged from $72,300 for 2007/08 to $87,700 for 2011/12 and identified eighteen community college clients.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees authorize staff to enter into a five-year agreement for auditing services with the firm of Perry-Smith LLP beginning with the 2007/08 audit.
BACKGROUND:

On March 18, 2008, the Board of Trustees approved a ground lease with the County of Marin for the Marin County Sheriff Department Substation. The ground lease requires that the County of Marin submit the proposed plans, specifications and exact location for the site improvements to the District for approval, prior to commencement of construction on the project. The proposed plans must meet the requirements identified in Section 9.c. of the ground lease, attached.

The proposed plans, specifications and location information have been provided to the Director of Maintenance and Operations, who is satisfied that the documents meet all requirements of the District and the terms of the Section 9 of the agreement. All contracts executed by the County of Marin related to the construction of this substation will be required to include the Marin Community College District as an additional insured party, by endorsement. Any substantial changes to the final plans are subject to prior written approval by the District.

FISCAL IMPACT:

Upon approval of the plans and written notification to the County of final plan approval, rental payments to the College will commence.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to approve the proposed construction plans for the County of Marin Sheriff Substation as required by the lease agreement and notify the County in writing that the plans have been approved.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
f. LESSEE shall be responsible for removal of trash and recycling from the Premises at least weekly and will not use DISTRICT’s trash or recycling facilities.

8. **COMPLIANCE WITH LAWS:** LESSEE shall, at its sole cost and expense, comply with all valid laws, ordinances, regulations, and orders of local, county, state, or federal governmental agencies or entities having jurisdiction over the Premises, LESSEE’s use of the Premises, and/or public works. All work performed on the Premises under this Lease, or authorized by this Lease, shall be done in a good workman-like manner. LESSEE acknowledges that environmental impact and other statutory or regulatory requirements may apply to LESSEE’s installation of Improvements pursuant to Paragraph 9 and intended use of the same. During the term of this Lease, or any renewal of same, LESSEE shall fully comply with the California Environmental Quality Act (CEQA) and shall obtain the approval of all local, county, state, and federal agencies to the extent required. All costs associated with statutory/regulatory compliance shall be the sole responsibility of LESSEE.

9. **CONSTRUCTION/INSTALLATION OF IMPROVEMENTS:**

   a. **Duty to Construct:** LESSEE shall, at LESSEE’s sole cost and expense, construct or install or cause to be constructed or installed on the Premises the following “Improvements”:

      • A portable building with exterior dimensions not to exceed 24 ft. x 60 ft. and access ramp at the location specified in Exhibit A (attached);
      • Preparation and restriping of the dedicated parking spaces and handicapped parking space adjacent to the portable building, as depicted in Exhibit A; and
      • All connections for utilities/services that will be delivered to the Premises.

   b. **Requirement of DISTRICT’s Prior Written Approval:** LESSEE shall not construct or install any Improvements unless and until the plans, specifications, and exact location of the Improvements have been approved in writing by DISTRICT. Furthermore, all LESSEE’s construction/installation work shall be in accordance with the “Final Plans” approved by DISTRICT.

   c. **Preparation and Submission of “Proposed Plans”:** LESSEE shall, at LESSEE’s sole cost and expense, engage appropriately licensed and qualified architects, engineers, and/or other design professionals to prepare plans and specifications for the preparation of the Premises and the construction/installation of any Improvements. Within ten (10) days after obtaining any and all approvals required by local, state, or federal agencies having jurisdiction over LESSEE’s construction/installation of the Improvements and/or operation of a Substation on the Premises, including any variance permits, use permits, or rezoning for the Substation, or sixty (60) days after execution of this Lease, whichever is earlier, LESSEE shall submit to DISTRICT two copies of the detailed working drawings, plans, and specifications for the Improvements (collectively “Proposed Plans”).

   d. **DISTRICT’s Approval or Rejection of Proposed Plans:**
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.G</td>
</tr>
<tr>
<td>Subject:</td>
<td>California Community College League</td>
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<td>Tax and Revenue Anticipation Note Program</td>
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<td>Reason for Board Consideration:</td>
<td>w</td>
<td>Enclosure(s):</td>
<td>Resolution</td>
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</tbody>
</table>

**BACKGROUND:**

The District borrows funds through the first six months of the fiscal year, prior to the receipt of the first property tax allocations, in order to meet cash flow needs. For the last eight years, the District has participated in the California Community College League Cash Flow Financing Program (Program) with good results.

The attached Resolution authorizes the issuance by the Marin Community College District of up to $12,000,000 in 2008 tax and revenue anticipation notes (TRANs). The 2008 TRANs will be dated July 1, 2008 and the maturity will not exceed 13 months thereafter. The TRANs will be issued through a statewide financing program sponsored by the Community College League of California.

The College of Marin Program for 2007/08 was approved for a total of $12,000,000 but the actual offering was for $10,500,000. District staff recommend that the Program be approved for a maximum of $12,000,000 for 2008/09. Staff will work with the Public Finance Department of RBC Dain Rauscher to determine the final size, which will probably be in the range of $9,500,000 to $11,000,000.

A copy of the California Community College League Tax and Revenue Anticipation Note Program Resolution is attached for approval.

**RECOMMENDATION**

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution authorizing the issuance of tax anticipation notes for fiscal year 2008/09.
MARIN COMMUNITY COLLEGE DISTRICT RESOLUTION

NUMBER 4/15/08 B.11.G

RESOLUTION AUTHORIZING AND APPROVING THE BORROWING
OF FUNDS FOR FISCAL YEAR 2008-2009; THE ISSUANCE AND SALE
OF A 2008-2009 TAX AND REVENUE ANTICIPATION NOTE
THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION
NOTES PROGRAM

WHEREAS, local agencies are authorized by Section 53850 to 53858, both
inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6,
Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance
of temporary notes;

WHEREAS, the Board of Trustees (the “Legislative Body”) of the community
college district specified in Section 23 hereof (the “District”) has determined that a sum (the
“Principal Amount”), not to exceed the Maximum Amount of Borrowing specified in Section 23
hereof, which Principal Amount is to be confirmed and set in the Pricing Confirmation (as
defined in Section 4 hereof), is needed for the requirements of the District, to satisfy obligations
of the District, and that it is necessary that said Principal Amount be borrowed for such purpose
at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes,
income, revenue, cash receipts and other moneys to be received by the District for the general
fund of the District attributable to its fiscal year ending June 30, 2009 (“Repayment Fiscal
Year”);

WHEREAS, the District hereby determines to borrow, for the purposes set forth
above, the Principal Amount by the issuance of the Note, in one or more series, on either a tax-
exempt or taxable basis, as hereinafter defined;

WHEREAS, because the District does not have fiscal accountability status
pursuant to Section 85266 of the Education Code of the State of California, it requests the Board
of Supervisors of the County to borrow, on the District’s behalf, the Principal Amount by the
issuance of the Note;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of
the County fails or refuses to authorize the issuance of the Note within the time period specified
in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction
with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter
defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, it appears, and this Legislative Body hereby finds and determines,
that the Principal Amount, when added to the interest payable thereon, does not exceed
eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue
(including, but not limited to, revenue from the state and federal governments), cash receipts and
other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the “Program”), whereby participating local agencies (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, RBC Capital Markets Corporation, as the underwriter appointed in Section 22 hereof (the “Underwriter”), will structure one or more pools of notes or series of note participations (referred to herein as the “Note Participations”, the “Series” and/or the “Series of Note Participations”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, by whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, by whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or by other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the “Trust Agreement”) among such Issuers, the District, the California Community College Financing Authority (the “Authority”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;
WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement, which shall be in substantially the same form as the purchase agreement presented to this meeting (the “Purchase Agreement”);

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other
moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 et seq. of the Act, designated the District’s “2008 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the “Note Rate”). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the “Secured Percentage”) shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be
issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a “Taxable Note”). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District’s name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note: Delegation. The Note as evidenced and represented by the Note Participations shall be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto (the “Pricing Confirmation”), presented to this meeting is hereby approved. The authorized representatives set forth in Section 23 hereof, each alone (the “Authorized Representatives”), are each hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the Note Rate shall not exceed 12% per annum, and that the District’s pro rata share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.
The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representative is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Legislative Body and such officer to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The Authorized Representative is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”), hereby deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in
the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District’s Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District’s Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an “Event of Default” hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation: Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to
enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note. The moneys received from the sale of the Note allocable to the District’s share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District’s share of the costs of issuance) shall be deposited in the District’s Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District’s Note on deposit in the Proceeds Fund which shall constitute the District’s Proceeds Subaccount.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the “Pledged Revenues”) which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term “Unrestricted Revenues” shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District attributable to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District’s general fund to be designated the “2008 Tax and Revenue Anticipation Note Payment Account” (the “Payment Account”) and further agrees and covenants to maintain the Payment Account
until the payment of the principal of the Note and the interest thereon. Notwithstanding the
foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be
held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account
(the “Payment Subaccount”) shall be established for the District under the Trust Agreement
and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need
not create a subaccount, but may keep a record to account separately for proceeds of the Note so
held and invested by the Trustee which record shall constitute the District’s Proceeds
Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust
Agreement. The District agrees to transfer to and deposit in the Payment Account the first
amounts received in the months specified in the Pricing Confirmation as Repayment Months
(each individual month a “Repayment Month” and collectively “Repayment Months”) (and any
amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit
in the Payment Account, together with the amount, if any, on deposit in the Payment
Subaccount, and taking into consideration anticipated investment earnings thereon to be received
by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing
Confirmation to the percentage of the principal and interest due on the Note specified in the
Pricing Confirmation. In making such transfer and deposit, the District shall not be required to
physically segregate the amounts to be transferred to and deposited in the Payment Account from
the District’s other general fund moneys, but, notwithstanding any commingling of funds for
investment or other purposes, the amounts required to be transferred to and deposited in the
Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to
approve the determination of the Repayment Months and percentages of the principal and
interest due on the Note required to be on deposit in the Payment Account and/or the Payment
Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing
and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence
of approval by this Legislative Body and such Authorized Representative; provided, however,
that the maximum number of Repayment Months shall be six and the maximum amount of
Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty
percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in
each such Repayment Month that a deposit to the Payment Account is required to be made, the
District has not received sufficient unrestricted revenues to permit the deposit into the Payment
Account of the full amount of Pledged Revenues to be deposited in the Payment Account from
said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and
made up from any other moneys of the District lawfully available for the payment of the
principal of the Note and the interest thereon, as and when such other moneys are received or are
otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be
for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent
provided in the Indenture) the Credit Provider, if any. The moneys in the Payment Account and
the Payment Subaccount shall be applied only for the purposes for which such Accounts are
created until the principal of the Note and all interest thereon are paid or until provision has been
made for the payment of the principal of the Note at maturity with interest to maturity (in
accordance with the requirements for defeasance of the Note Participations as set forth in the
Trust Agreement) and, if applicable, (to the extent provided in the Indenture and, if applicable,
the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District’s pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the “District Certificate”), exceed fifteen million dollars
($15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars ($5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its
duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the
District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any
time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other
Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of
the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws
of the State of California and has all necessary power and authority to (i) adopt this Resolution
and perform its obligations thereunder, (ii) enter into and perform its obligations under the
Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action
required to be taken by it to authorize the issuance and delivery of the Note and the performance
of its obligations thereunder, and the District has full legal right, power and authority to issue and
deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution
and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and
compliance with the provisions hereof and thereof will not conflict with or violate any law,
administrative regulation, court decree, resolution, charter, by-laws or other agreement to which
the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any
state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization
or other order of, or filing with, or certification by, any regulatory authority having jurisdiction
over the District required for the issuance and sale of the Note or the consummation by the
District of the other transactions contemplated by this Resolution, except those the District shall
obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly,
regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth
expected revenues and expenditures and has complied with all statutory and regulatory
requirements with respect to the adoption of such budget. The District hereby covenants that it
shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal
Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon
adoption, copies of such final budget and of any subsequent revisions, modifications or
amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest
payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated
amounts of the District's uncollected taxes, income, revenue (including, but not limited to,
revenue from the state and federal governments), cash receipts, and other moneys to be received
by the District for the general fund of the District attributable to the Repayment Fiscal Year all of
which will be legally available to pay principal of and interest on the Note.
(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District’s most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Indenture, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District’s financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors’ rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with
provisions of the Credit Agreement, if any, and/or the Indenture, as applicable. Prior to the Maturity Date, moneys in the District’s Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Bonds issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2008-2009 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2008-2009 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the
Trust Agreement designated as the “2008-2009 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;
(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District’s Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District’s Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider’s prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District’s obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.
Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the
Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto..

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
Section 19. **Request to Borrow; Transmittal of Resolution.** The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the “County”) in which the District is located, to the County’s board of supervisors (the “County Board”), and to the County’s superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 20. **Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. **Appointment of Professionals.** The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets Corporation, Los Angeles, California is hereby appointed as Underwriter for the Program.

Section 22. **Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of the Note and the related Series of Note Participations. To the
extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the “Dissemination Agent”) to each nationally recognized municipal securities information repository or to the Municipal Securities Rulemaking Board, and to any State of California information depository, notice of any of the following events with respect to the District’s outstanding Note, if material (each a “Listed Event”): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board and the State Repository.

(C) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(D) For the purposes of this section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).
(E) The District’s obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B) of this section.

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(G) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (B) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its
rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District’s share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(I) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Section 23. Resolution Parameters.

(a) Name of District: Marin Community College District

(b) Maximum Amount of Borrowing: $12,000,000

(c) Authorized Representatives:

TITLE

(1) Superintendent/President

(2) Vice President of College Operations

(3) Director of Fiscal Services
Section 24. **Effective Date.** This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this ___ day of __________, 2008, by the following vote:

AYES:

NOES:

ABSENT:

By: ________________________________
President, Board of Trustees

Attest:

______________________________
Secretary, Board of Trustees
EXHIBIT A

FORM OF NOTE

MARIN COMMUNITY COLLEGE DISTRICT

2008 TAX AND REVENUE ANTICIPATION NOTE, SERIES A

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Date of Original Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Repayment Date</td>
<td>Second Repayment Date</td>
<td>Third Repayment Date</td>
</tr>
</tbody>
</table>
| ___% (Total of principal and interest due on Note at maturity) | ___% (Total of principal and interest due on Note at maturity) | ___% (Total of principal and interest due on Note at maturity) **/ ///

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the “District”) acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided,

*** If more than one Series is issued under the Program in the Repayment Fiscal Year.

/// Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).
however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the “Note”) represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the “Pledged Revenues”), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the
Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

MARIN COMMUNITY COLLEGE DISTRICT

By: ____________________________

Title: ___________________________

Countersigned

By: ____________________________

Title: ___________________________
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ________________________________

AUTHORIZED OFFICER
[STATEMENT OF INSURANCE]

To be used only if Credit Instrument is a policy of municipal bond insurance.
BACKGROUND:

This Memorandum of Understanding (MOU) is submitted to the Board for approval. This Memorandum of Understanding has been developed, reviewed and approved by the District’s Legal Counsel.

This MOU is between the Board of Trustees, College of Marin (“the District”), and Dominican University of California (“Dominican”). The “MOU” is for the purpose of clarifying the role of both parties regarding the educational and community activities undertaken by the District and Dominican in the operation of the Marin Simulation Center at the District’s Indian Valley Campus.

It is anticipated that through this collaboration, the College of Marin will benefit significantly from the participation of all the local schools of nursing and the hospitals in the Marin Simulation Center.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding for Partnership Agreement for the Marin Simulation Center with Dominican University of California.
Dominican Simulation Center Agreement

MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER

This Memorandum of Understanding ("MOU") is dated for identification purposes as of the April 15, 2008 and is entered into by and between the Marin Community College District ("the District") and Dominican University of California ("Dominican").

RECITALS

A. The National Institute of Medicine has estimated that nearly 100,000 patients die in hospitals each year due to medical errors. (Corrigan J.; L. Kohn, M. Donaldson, eds. To Err is Human; Building a Safer Health System. Committee on Quality of Health Care in America, Institute of Medicine, The National Academies Press, 1999.)

B. Recognizing the need to develop a local response to the foregoing figures, the parties to this MOU wish to collaborate to establish and maintain a state-of-the-art emergency simulation facility to provide training opportunities to healthcare students and emergency workers.

C. By means of this MOU, the parties wish to establish the Marin Simulation Center, located at the College of Marin’s Indian Valley Campus, and featuring advanced robotic manikins and realistic health emergency simulations to increase the clinical skills of students from the District, Sonoma State University ("SSU"), and Dominican, along with regional healthcare professionals and emergency responders in the area.

D. The Marin Simulation Center will be established and maintained by the District, Dominican, Kaiser Foundation Hospital of San Rafael, Sonoma State University, Marin General Hospital, and Novato Community Hospital (All are collectively referred to as “Participants”).

I. OBLIGATIONS OF THE DISTRICT

A. For purposes of conducting clinical simulation activities and other activities reasonably related thereto, for each year during the term of this MOU and any and all extensions hereto, the District shall provide to Dominican, and to their respective students, invitees and licensees, access to the portion of the District’s Indian Valley Campus (1800 Ignacio Blvd., Novato, CA) typically known as “the Pomo Cluster – Rooms 180, 188, and 189”. Said access shall be provided equally to each of the Participants on a first come, first served basis. The allocation to the Participants will be reviewed quarterly by the Coordinating Council to assure equitable access. District shall also provide office space in Rooms 101 and 102, Building 6 to be shared with other Simulation Center Staff.

B. In connection with the access described in Section l(A), District shall provide staff parking permit for the Indian Valley campus to the Simulation Center Technician that it employs as
provided in this MOU. Such instructor shall be subject to all District parking policies and regulations.

C. In connection with the access described in Section I(A), District shall provide Dominican reasonable access to internet connection and use of telephone and fax service for reasonable business purposes, to be shared with other Simulation Center Staff. Dominican’s use of such internet connection or telephone service shall not interfere or impede with District’s use of the same, as determined by the District in its reasonable discretion. Dominican shall not modify or adjust District-provided internet or telephone service without 30-days advance written approval from District.

D. In connection with the access described in Section I(A), District shall provide all necessary utilities, including water and electricity and all appropriate security.

E. In connection with the access described in Section I(A), District shall identify all building and room locations on the Indian Valley campus maps as “Marin Simulation Center”.

F. District shall post a sign on Building 5, which shall include recognition of all Participants in the “Marin Simulation Center.”

G. District and Dominican shall each identify a representative for the Coordinating Council, which shall consist of one representative from each of the Participants. The Coordinating Council will provide input and oversight and participate in all decisions concerning the Marin Simulation Center, including, staffing, budget, scheduling, and the curricular program.

H. District shall assist the Simulation Center Manager in preparing quarterly reports to all Participants. Such assistance shall include complying with all requests of the Simulation Center Manager within 15 days of the request.

II. OBLIGATIONS OF DOMINICAN

A. At its sole expense, Dominican shall hire, retain as its employee, and supervise one fulltime equivalent (FTE) position entitled “Simulation Center Technician”, all as more specifically described in the “Job Description for Simulation Center Technician”, attached to this MOU as Exhibit A and, by this reference, made fully a part hereof.

B. Dominican shall provide Simulation Center Technician with a personal computer, education/training, travel and personal office supplies as required for the duties of this position.

C. Dominican shall review this MOU annually and shall make best efforts to renew its commitment for the continued employment of the Simulation Center Technician annually.

Dominican Simulation Center Agreement
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER
D. Dominican shall identify a representative from Dominican for the Coordinating Council.

E. Dominican shall assist the Simulation Center Manager in preparing quarterly reports to all Partners. Such assistance shall include complying with all requests of the Simulation Center Manager within 15 days of the request.

F. In all documents and materials announcing Marin Simulation Center events (including trainings) at the Indian Valley Campus, Dominican shall recognize the District by adding language as follows: “In cooperation with the College of Marin...”.

III. GENERAL PROVISIONS

A. To the fullest extent permitted by law, each party to this MOU shall indemnify, defend, release, and hold the other harmless from, and shall indemnify each other against all claims, demands, or liabilities arising from or encountered in connection with this MOU, or the participation of any students or employees under it, excepting only such injuries, damages, fines or penalties as may be caused by the indemnified party’s negligence or willful acts. Each party’s obligation to indemnify, defend, release and hold each other harmless shall extend to claims, demands and liabilities for injuries, damages, fines, and penalties contemplated within this MOU.

B. During the term of this MOU, Dominican and the District shall each provide comprehensive general public liability and property damage coverage, or programs of self-insurance satisfactory to both in their reasonable discretion, with minimum limits of $3 million, combined single limit. Each party shall name the other as additional insured, or additional covered party if self-insured, on all said insurance policies carried by each for the life of this MOU and shall annually furnish the other with written proof of said coverage. Each party shall be given a copy of the other party’s applicable insurance policy and notice of cancellation thirty (30) days prior to cancellation. No later than 15 calendar days following the execution of this MOU each party shall tender to the other for review and written approval, its proposed form of insurance or self-insurance.

C. Use of the Marin Simulation Center by Dominican personnel, students, licensees or invitees of any character will be governed by and are subject to the District’s policies and rules of conduct, including those relating to civil rights and non-discrimination while in the Marin Simulation Center or any District owned property.

D. The Marin Simulation Center shall be used by Dominican only for Dominican's educational program. Dominican shall not assign any portion of this MOU without the District’s written consent. All other use of the Marin Simulation Center, either by Dominican or the District, shall be agreed to in advance by the parties in writing.

Dominican Simulation Center Agreement
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER
E. The term of this MOU shall commence upon the date first set forth herein and, unless terminated in accordance with the terms and conditions of this MOU, shall continue in effect for a period of one year, and shall continue thereafter for successive periods of one year until terminated by either party upon one hundred eighty (180) days written notice.

F. Failure to obtain funding for the Marin Simulation Center will allow for termination of this MOU if all best efforts to obtain such funding have been exhausted.

G. A party shall not be in material breach of this MOU unless and until the following shall first occur:

a. The non-breaching party delivers written notice to the breaching party giving the breaching party thirty (30) days to cure the breach. If the breach cannot be cured within thirty (30) days, the breaching party must commence, with due diligence and reasonable dispatch, to cure the breach and complete the cure within a reasonable time thereafter, not to exceed ninety (90) days after delivery of said notice to breach;

b. The notice of breach must specify each of the events or circumstances given rise to the breach and the means whereby the breach(es) may be cured; and,

c. The breaching party fails to cure the breach within the time permitted under this MOU.

H. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this MOU, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this MOU.

I. This MOU may only be amended or modified by written instrument executed by the parties.

J. Each individual executing this MOU, or its counter part, on behalf of the respective party thereto, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

K. This MOU contains the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection therewith. Any agreements or representations among the parties hereto regarding the Marin Simulation Center not expressly set forth in this MOU are null and void.

L. Each of the parties hereto agrees that it shall act in good faith in an attempt to cause all the conditions precedent to the respective obligations to be satisfied.

M. Any notice required to be given pursuant to this MOU shall be given in writing to the other

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Dominican Simulation Center Agreement
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER

4
party either personally or by depositing the same in the United States mail, by first class mail, registered or certified, postage pre-paid, addressed to the party at the addresses set below:

Albert Harrison
Vice President of College Operations
Marin Community College District
835 College Avenue
Kentfield, CA 94901
Phone: 415-457-8811
Fax: 415-485-0135

Jeffrey V. Bialik
Vice President and Chief Financial Officer
Dominican University of California
50 Acacia Avenue
San Rafael, CA 94901

Any notice delivered by mail shall be deemed delivered five (5) days after the date of deposit in the mail. The address at which any notices to be delivered may be changed by either party by compliance with terms of this paragraph.

N. Time is of the essence in this MOU and each of its provisions and failure to comply with this provision shall be a material breach of this MOU.

O. This MOU shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Marin County, California. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

P. No waiver by a party of any provision of this MOU shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this MOU or at law shall not present the exercised by that party of any other remedy provided in this MOU or at law.

Q. The District and Dominican are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties, and each party agrees to refrain from representing itself to be anything other than an independent contractor. The District and Dominican will each be responsible for all aspects of any employment and/or contractor-subcontractor relationship of its respective employees and independent subcontractors, including compliance with all applicable employment and tax law requirements, including by way of example, but not limitation, withholding taxes, workers compensation, and health and welfare related benefits. Under no circumstances shall employees be considered or otherwise deemed to be employees.

Dominican Simulation Center Agreement

MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER
or agents of the other for any purpose whatsoever. Accordingly, neither the District or Dominican nor any of its employees or agents shall be or become entitled to any of the compensation or their employment-related benefits of any nature whatsoever which employees of the District or Dominican receive from their respective employers. Each party understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other or create any obligation, express or implied, on the part of the other.

Executed the day, month and year first above written.

MARIN COMMUNITY COLLEGE DISTRICT

By: ___________________________
  Dr. Frances White, Superintendent/President

MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

By: ___________________________
  Carole Hayashino, President of the Board of Trustees

DOMINICAN UNIVERSITY OF CALIFORNIA

By: ___________________________
  Kenneth J. Porada, Provost

By: ___________________________
  Jeffrey V. Bialik, CFO

Dominican Simulation Center Agreement
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER
Appendix A

JOB DESCRIPTION
Simulation Lab Technician
Marin Simulation Center

Employed by: Dominican University of California, Department of Nursing
Category: Full-time
Supervisor: Luanne Linnard-Palmer, Chair, Department of Nursing

Job Purpose:

- The Technology Expert maintains the technical aspects of the Marin Simulation Center (MSC) which include high fidelity and mid-fidelity human patient simulators, computers, audio-visual and medical equipment.
- The Technology Expert will act as a technical resource to faculty, staff and students in all aspects of equipment and technology.

Essential Job Results and Duties/Responsibilities:

I. Technical
   1. Maintains all equipment within the MSC to ensure proper working order.
   2. Monitors supplies inventory and assists with ordering.
   3. Acts as a liaison to simulator and other equipment vendors.
   4. Sets up scenarios as directed by the Simulation Center Manager or Faculty prior to student experiences.
   5. Understands simulators and all capabilities, ability to trouble shoot issues related to technology.
   6. Provides theatrical production and moulage of all scenarios as requested.
   7. Manages files within the MSC including, but not limited to: learner and facilitator evaluations, usage statistics, equipment specs and documentation.
   8. Establishes/maintains the MSC website including, but not limited to: scheduling calendar, online reservation request form, frequently used forms, and other various subcommunities.
   9. Trains staff and faculty as necessary on equipment, software and simulators.

II. Public Relations
   1. Responsible for establishing and maintaining a positive work environment for all stakeholders that utilize the MSC
   2. Collaborates with the Simulation Center Manager and Simulation Center Faculty, to ensure that all milestones/timelines for the project workplan and grant agreements are met. Brings forth potential issues or barriers with potential solutions related to the milestones and workplans.
   3. Offers suggestions for improvement in the MSC within budget guidelines
   4. Conducts tours of the MSC as directed by Simulation Center Manager
   5. Maintains the MSC website
   6. Performs a variety of additional tasks as assigned
   7. Maintains good community linkages and public relations
   8. Provides concierge level service to all stakeholders

Level of Supervision:

- Receives moderate direction
- Reports to the MSC Simulation Center Manager for daily work assignments
- An employee of Dominican University of California, Department of Nursing

Knowledge, Skills, and Abilities (Essential and Preferred):

Dominican Simulation Center Agreement
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER
• Recent experience as clinical healthcare worker, which may include: paramedic, RN, medic, EMT, emergency tech, C.N.A., Respiratory Therapist, L.V.N. or hospital technician (essential)
• Knowledge of medical terminology and human anatomy/physiology (preferred)
• Excellent understanding of the scope of projects within the shared services initiative and implication for both schools and clinical agencies (preferred)
• Excellent interpersonal and human relation skills (essential)
• Creativity and flexibility in designing innovative approaches to solving problems (essential)
• Excellent computer skills, specifically MS Word, PowerPoint, Excel, Outlook, Mac OS X, MS Project, website construction (preferred)
• Ability to utilize audio-visual equipment effectively and to present data to diverse groups of stakeholders (essential)
• Ability to quickly learn new technology (essential)
• Ability to work independently under limited supervision (preferred)

Working Conditions and Travel:

• Well-lighted, heated and air-conditioned indoor office setting with adequate ventilation
• Minimal overnight travel by land and air
• Evening and weekend work may be required occasionally

Dominican Simulation Center Agreement
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER
Education and Experience:
- Any combination of the listed experience and education are indicative of preparation likely to impart the knowledge, skills, and abilities related to the essential job results
- AS degree in healthcare field or an AA/AS degree with at least 5 years related experience or the equivalent
- Recent experience in pre-hospital, hospital or medical military environment
- Significant experience with technology required
Marin Community College District
Kentfield, CA 94904

Board Agenda Item

To: Board of Trustees

From: Superintendent/President

Subject: Approval of Revised Bond Spending Plan dated March 2008

Date: April 15, 2008

Item & File No. B.11.1.1(a)

Reason for Board Consideration:

Enclosure(s):

ACTION APPROVAL

Revised Bond Spending Plan

Background:

On October 10, 2006 the Board approved a preliminary bond spending plan for its $249.5 million bond program in order to allow the District to begin work on the Environmental Impact Reports and start programming/design for six projects. Final approval of the bond spending plan was included in the Board’s November 7, 2007 approval of the bond program’s Final Environmental Impact Reports.

Recognizing the need to further adjust the spending plan from time to time to accommodate changes to the program, a revision to the bond spending plan was approved by the Board on January 15, 2008. Another revision to the bond spending plan, dated March 2008 and presented herein for approval, includes:

- Minor adjustments to the budget transfers needed to cover the $400,000 fire road at the PE Complex, approved by the Board in January
- A transfer of $1.5 million from the PE Complex budget to PE Swing Space budget to cover the entire cost of the PE portable project, the scope of which (including user-requested scope additions and unforeseen conditions) exceeded the original swing space budget for that project. Funds are available from the low construction bid for the PE Complex project.
- An internal transfer of $125,402 from the Science Complex building to the Science Complex site development to cover the needed replacement of a chiller

Fiscal Impact:

The total budget for the bond program remains at $264.5 million ($249.5 m bond plus $15 m projected interest).

Recommendation:

The Superintendent/President recommends that the Board of Trustees approve the March 2008 Revised Bond Spending Plan so that projects may continue in compliance with current Board directives.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations

1 E.g., portable showers and lockers; additional canopy enhancements over outdoor weights; broken power conduit on College Avenue; two portables beyond those budgeted; additional storage containers for equipment.

2 The bid for this project was almost $5 million below the final construction cost estimate.
### Program Budgets

<table>
<thead>
<tr>
<th>Category</th>
<th>Approved Plan</th>
<th>As Approved 1/15/08</th>
<th>As Adjusted Mar-08</th>
<th>Note</th>
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### Projects Approved by Board 10/06

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<tr>
<td>KTD Science/Math/CP Complex</td>
<td>$69,540,000</td>
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<td>KTD PE Complex modernization</td>
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<td>$396,073</td>
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<td>IVC Transportation Complex (incl. machine metals)</td>
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### Projects w/ Approval Pending

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### Infrastructure Budgets

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<th>Project Description</th>
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<td>KTD Tree Removal</td>
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<td>$ (840)</td>
<td>$ (114,900)</td>
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<td>385,100</td>
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<td>KTD West Campus Bridge</td>
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<td>KTD Geothermal Field</td>
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<td>IVC Parking, Bicswale</td>
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<td>-</td>
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<td>IVC Power Plants</td>
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### KTD Swing Space

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<td>$1,639,000</td>
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### IVC Swing Space

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<tbody>
<tr>
<td>$2,100,000</td>
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### Consolidated Swing Space

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<td>$2,839,000</td>
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### Total

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<td>$264,500,000</td>
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### Bond Funds

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<td>$249,500,000</td>
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### Interest earned to date

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<th>As Adjusted Mar-08</th>
<th>Note</th>
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<tbody>
<tr>
<td>$6,100,000</td>
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### Projected additional interest

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<tr>
<th>Approved Plan</th>
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<th>As Adjusted Mar-08</th>
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<td>$6,900,000</td>
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<td>$6,900,000</td>
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Notes:
1. Adjustments to cover $400,000 PE fire road are slightly different than originally reported
2. $1.5 million PE windfall moved to PE Swing Space
3. Funds transferred from building to site development to cover chiller replacement
BACKGROUND:

The design of the Ignacio Creek Erosion Mitigation Project (419A) at Indian Valley has been submitted to the agency required for work along the Ignacio Creek in Novato. A Joint Aquatic Resource Permit Application (JARPA) was submitted and is awaiting final approval. The scope of work for this project includes erosion mitigation of select reaches of Ignacio Creek to prevent further bank erosion and to protect the existing bridge structures. The project involves select placement of rip-rap in the creek bed, seeding of embankment areas and planting additional native plant species.

On September 18, 2007, the Board reviewed the design of the project and the project is now ready to bid.

The District now seeks Board approval of this project and authorization to begin the bidding process following final JARPA approval.

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $400,000 against a total project construction budget of $1,026,800. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Ignacio Creek Erosion Mitigation Project (419A) and authorize the District to proceed with bidding the work following final JARPA approval.
BACKGROUND:

Part-time Testing & Inspection services are necessary for various infrastructure and relocation projects on the Indian Valley Campus. It was determined that one testing and inspection firm can perform all the work in a timely and efficient manner. ISI was one of ten (10) firms that responded to the District’s RFQ process for professional consulting services. They were approved under the Pre-qualification list accepted by the Board on October 9, 2007.

The projects included in the agreement for testing and inspection services are:
- Parking Lot-Bioswale & Pathways Projects, Phase I (401B & 413A) $18,211
- 12KV Utility Extension Project (407C) $7,350
- West Campus Utility Extension Project (407D) & Shade & Greenhouse Structures & Transportation Tech Relocation Projects (850C & 850H) $7,705

The District recommends that the Board award a new short form professional services agreement for testing and inspection services with Inspection Services, Inc. in the amount of $33,266 for this work.

FISCAL IMPACT:

This short form professional services agreement will be paid from Measure C bond funds set aside for project testing and inspection services.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a short form professional services agreement for testing and inspection services with Inspection Services, Inc. in the amount of $33,266 for various infrastructure and relocation projects on the Indian Valley Campus.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: Inspection Svcs, Inc.

Project(s) (name and number): Various Infrastructure & Relocation
Projects at IVC

Type of contract (check all that apply):

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

✓ Short form ___ Long form

Original ✓ or Amendment #

Amount of this contract/amendment: $33,210.00

Total amount of contract to date including this amendment $33,210.00

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

✓ Full agreement ___ Changes to agreement Reviewed: Vaila.

___ Appendix A ___ Changes to Appendix A

___ Appendix B ___ Changes to Appendix B

___ Appendix C ___ Changes to Appendix C

___ Appendix D ___ Changes to Appendix D

___ Appendix E ___ Changes to Appendix E

___ Other backup materials? Reviewed: 

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

If not, why not? No Change to Legal Language

Agenda cover page prepared by: EB Reviewed by: Vaila.

Submittal sign-off:
Program Manager: Vaila Director: Ackerman

Amendment Checklist 3/31/2008 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☐ Are there changes to the master agreement? Yes No
□ Have they been reviewed by legal counsel? N/A Yes No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No

☐ Appendix B: is the fee appropriate to the scope of work? Yes No

☐ Is the fee within budget? Yes No
□ If not, does it require a budget transfer? N/A Yes No

☐ Do the numbers all add up correctly? Yes No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No

☐ Appendix D: are the deliverables sufficient to manage the scope of work? Yes No

☐ Appendix E: has the insurance requirement changed? Yes No
□ Reviewed by legal counsel? N/A Yes No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page

☐ Is the type of contract clearly defined? Yes No
□ Basic or additional service? Basic Add’l

☐ Is the reason for the amendment clearly stated? Yes No

☐ Do the amendment amounts match the amended Appendix B? Yes No

☐ Are the project title and number included and correct? Yes No

Reviewed by:

Vice President Al Harrison

Amendment Checklist 3/31/2008
I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

1. Provide Testing and Inspection Services for the duration of construction activities for the following projects on the Indian Valley Campus.

   - Parking Lot – Bioswale & Pathways Projects (401B & 413A)
     Includes soil and paving inspections, soil lab testing as well as geotechnical engineering support and a final affidavit for the new building pad.
     $18,211

   - 12kV Utility Extension Project (407C)
     Includes soil and paving inspections, soil lab testing as well as geotechnical engineering support as needed.
     $7,350

   - West Campus Utility Extension Project (407D), Shade & Greenhouse Structures Project (850C) & Transportation Tech Relocation Project (850H)
     Includes soil and paving inspections, soil lab testing, concrete sampling and testing as well as geotechnical engineering support as needed.
     $7,705

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $33,266 inclusive of reimbursable expenses to be paid as lump sum with progress payments with a not to exceed price of $33,266.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by April 15, 2008 and complete the Services by December 31, 2008.
BACKGROUND:

On August 28, 2007 the Board of Trustees approved Amendment 2 to Ninyo and Moore’s long form professional services agreement. Construction activities for the Diamond PE Center Alterations project required hazardous materials abatement services. Ninyo and Moore has completed the development of hazardous materials abatement specifications and associated drawings for the Diamond PE Center project, but will not complete the air monitoring and contractor oversight work in Amendment 2. Sensible Environmental Solutions, Inc. is under contract to complete these services.

Also approved on August 28, 2007 and within Amendment 2, is scope of work to develop hazardous materials abatement specifications and associated drawings for the Pomo 4 Roof Repairs Project (#402B). This task was successfully completed by Ninyo and Moore.

A review of Ninyo and Moore’s invoices to date for the Diamond PE Center Alterations Project (308B) and the Pomo 4 Roof Replacement Project (402B) have determined that ($21,524) can be deducted from Ninyo and Moore’s contract for the remaining air monitoring and contractor oversight mentioned above.

FISCAL IMPACT:

All funds credited from Ninyo and Moore’s Amendment 2 will be kept in the Measure C bond project budget for the Diamond PE Center Alterations Project (308B).

The total amount of this contract to date is as follows:

| Original Contract | Amendment 1 | $261,700 |
| Amendment 2       | $35,000     |
| Amendment 3       | ($21,524)   |
| **Total Contract** |            | **$325,176** |

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 3 to Ninyo and Moore in the deductive amount of ($21,524) for the Diamond PE Center Alterations Project (308B) and the Pomo 4 Roof Replacement Project (402B).
Measure C Bond Modernization Program  
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: Ninao & Moore

Project(s) (name and number): Diamond PE Center Alterations (3086)  
& Pomo 4 Roof Replacement (4023)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original ___  or  Amendment # ___ 3

Amount of this contract/amendment: $21,524

Total amount of contract to date including this amendment: $325,176

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

___ Full agreement  ___ Changes to agreement  Reviewed:  
___ Appendix A  ___ Changes to Appendix A  Reviewed:  
___ Appendix B  ___ Changes to Appendix B  Reviewed:  
___ Appendix C  ___ Changes to Appendix C  Reviewed:  
___ Appendix D  ___ Changes to Appendix D  Reviewed:  
___ Appendix E  ___ Changes to Appendix E  Reviewed:  

___ Other backup materials? __________

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

If not, why not? No change to legal language

Agenda cover page prepared by: CB  Reviewed by:  

Submittal sign-off:  
Program Manager:  
Director:  

Amendment Checklist 3/31/2008 1
### Measure C Bond Modernization Program

**Checklist for Consultant Contract Review**

#### Amendments

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<tr>
<td>Have they been reviewed by legal counsel?</td>
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<td>Appendix B: is the fee appropriate to the scope of work?</td>
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<td>Is the fee within budget?</td>
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<td>Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
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<td>Appendix D: are the deliverables sufficient to manage the scope of work?</td>
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<td></td>
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<tr>
<td>Appendix E: has the insurance requirement changed?</td>
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<td>Yes</td>
<td>No</td>
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<td>Reviewed by legal counsel?</td>
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<td>Coordination: cross-check all items in amendment with one another</td>
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#### Agenda cover page

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<td>Vic President Al Harrison</td>
<td>Yes</td>
<td>No</td>
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<td>Basic or additional service?</td>
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<td>Is the reason for the amendment clearly stated?</td>
<td>Yes</td>
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<td>Do the amendment amounts match the amended Appendix B?</td>
<td>Yes</td>
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<td>Are the project title and number included and correct?</td>
<td>Yes</td>
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**Amendment Checklist** 3/31/2008
AMENDMENT 3

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Ninyo & Moore

April 15, 2008

AMENDMENT 3 TO
SCOPE OF SERVICES
AND
COMPENSATION

This is an AMENDMENT attached to, and made a part of, the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

Appendix A

Additional Services Deduct

Fees for Tasks 2 and 3 of Amendment 2 will be deducted as described in Appendix B.

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

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

1. Amount of Compensation for Services to Consultant

**Original Contract Amount** $261,700
Conceptual Program Facilities Assessment Studies (IVC & KTD)

**Amendment #1** $50,000
Assistance on an on-call basis where hazardous materials and Conditions are found to require abatement remediation

**Amendment #2** $35,000
Task 1: Development of hazardous materials abatement specifications and associated drawings for the PE Complex Project (# 308B) $7,500
Task 2: Air monitoring/contractor oversight during abatement activities for the PE Complex Project (# 308B) $21,500
Task 3: Development of hazardous material abatement specifications and associated drawings for the Pomo 4 Roof Replacement Project (# 402B) $6,000

**Amendment #3 (deduct)**
Task 2 of Amendment #2 – deduct ($21,500)
Task 3 of Amendment #2 – deduct ($24)

**Total Amendment #3 (deduct)** ($21,524)

**Total Contract Amount** $325,176

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

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

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

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2: Air monitoring/contractor oversight during abatement activities</td>
<td>Milestone deleted</td>
</tr>
<tr>
<td>for the PE Complex Project (# 308B)</td>
<td></td>
</tr>
<tr>
<td>Task 3: Development of hazardous material abatement specifications and</td>
<td>9/14/2007</td>
</tr>
<tr>
<td>associated drawings for the Pomo 4 Roof Replacement Project (# 402B)</td>
<td></td>
</tr>
</tbody>
</table>

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

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

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

The deliverables required include without limitation the following items:

1. Development of hazardous materials abatement specifications and associated drawings for the PE Complex Project (# 308B) *
2. Reports for air monitoring during abatement activities for the PE Complex Project (# 308B) **
3. Development of hazardous material abatement specifications and associated drawings for the Pomo 4 Roof Replacement Project (# 402B)

* Coordination with the architect to identify penetrations through ACM for utilities or special sequencing of work affected by occupancy and phasing.

** Coordination with General Contractor to identify sensitive areas. Prevention of over demolition during abatement while project is in containment.

END OF AMENDMENT 3 TO APPENDIX D
AMENDMENT 3 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

NO CHANGE

END OF AMENDMENT 3 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech (Consultant).

MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________ Date _________________

Al Harrison
Vice President College Operations

Ninyo and Moore
Principal

By ________________________________ Date _________________

___________________________________ Its _________________
To: Board of Trustees  
From: Superintendent/President  
Date: April 15, 2008  
Item & File No. B.11.I.4(b)  
Subject: Science Math Central Plant Complex Project (305A)  
Wind tunnel testing services  
ED2 International - Amendment 1  
Reason for Board Consideration: APPROVAL  
Enclosure(s): LF Amendment 1

BACKGROUND:

ED2 International was selected as the Project Specific Architect for the Science Math Central Plant Complex Project (305A) and a long form professional services agreement was approved on June 12, 2007.

The District has directed ED2 to conduct a wind tunnel study that will provide recommendations pertaining to fume hood exhaust stack heights and discharge velocities, reconciliation with the Wilson Curve, potential air re-entrainment issues and any other effects that the test results may reveal. The cost of this extra services study will be $22,000, as specified in Amendment 1, presented herein for approval.

FISCAL IMPACT:

Amendment 1 will be paid from Measure C bond funds.

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$ 6,950,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$ 22,000</td>
</tr>
<tr>
<td>Wind tunnel testing</td>
<td></td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$ 6,972,000</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 1 to ED2 in the amount of $22,000 for wind tunnel testing for the Science Math Central Plant Complex Project (305A).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: ED2 International
Project(s) (name and number): Science Math Central Plant (305A)

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form

Original _____  or  Amendment # ___ 1

Amount of this contract/amendment: $ 22,000

Total amount of contract to date including this amendment $ 16,972,000

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

___ Full agreement  ___ Changes to agreement  Reviewed: _______
___ Appendix A  ___ Changes to Appendix A  Reviewed: _______
___ Appendix B  ___ Changes to Appendix B  Reviewed: _______
___ Appendix C  ___ Changes to Appendix C  Reviewed: _______
___ Appendix D  ___ Changes to Appendix D  Reviewed: _______
___ Appendix E  ___ Changes to Appendix E  Reviewed: _______
___ Other backup materials? ____________________________  Reviewed: _______

Legal review required?  ____ Yes  ___ No  If yes, counsel’s initials: __________
If not, why not?  No change to legal language

Agenda cover page prepared by: BB  Reviewed by: ______________

Submittal sign-off:
Program Manager: ________  Director: __________
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☐ Are there changes to the master agreement?
   Have they been reviewed by legal counsel?  N/A  Yes  No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement?  Yes  No

☐ Appendix B: is the fee appropriate to the scope of work?  Yes  No

☐ Is the fee within budget?
   If not, does it require a budget transfer?  N/A  Yes  No

☐ Do the numbers all add up correctly?  Yes  No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?  Yes  No

☐ Appendix D: are the deliverables sufficient to manage the scope of work?  Yes  No

☐ Appendix E: has the insurance requirement changed?
   Reviewed by legal counsel?  N/A  Yes  No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page

☐ Is the type of contract clearly defined?
   Basic or additional service?  Yes  No

☐ Is the reason for the amendment clearly stated?  Yes  No

☐ Do the amendment amounts match the amended Appendix B?  Yes  No

☐ Are the project title and number included and correct?  Yes  No

Reviewed by:  Vice President Al Harrison
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
And
ED2 International

April 15, 2008

AMENDMENT 1 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ED2 International (Consultant).

APPENDIX A

1. Additional Services

Science Math Central Plant Complex Project (305A)
The District has directed ED2 to provide wind tunnel testing, utilizing the existing 1:40 scale site model. The purpose of the test is to conduct wind tunnel studies to provide recommendations pertaining to fume hood exhaust stack heights and discharge velocities, reconciliation with the Wilson Curve, air re-entrainment and any other effects that the test results reveal.

END OF AMENDMENT 1 TO APPENDIX A
AMENDMENT 1 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated June 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ED2 International (Consultant).

I. Amount of Compensation for Services to Consultant

Original Contract Amount

Project specific architectural services for Science Math Central Plant Project (305A)

Amendment # 1
Science Math Central Plant Complex Project (305A)
The District has directed ED2 to provide wind tunnel testing, utilizing the existing 1:40 scale site model. The purpose of the test is to conduct wind tunnel studies to provide recommendations pertaining to fume hood exhaust stack heights and discharge velocities, reconciliation with the Wilson Curve, air re-entrainment and any other effects that the test results reveal.

Total Amendment # 1

$ 22,000

Total Contract Amount

$ 6,972,000

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 1 to Appendix A – Scope of Services shall not exceed $22,000. Payments made for services authorized under AMENDMENT 1 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 1 TO APPENDIX B
AMENDMENT 1 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated June 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ED2 International (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 1 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
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</thead>
<tbody>
<tr>
<td>Wind tunnel analysis report</td>
<td>5/2/2008</td>
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</table>

END OF AMENDMENT 1 TO APPENDIX C
AMENDMENT 1 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated June 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ED2 International (Consultant).

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

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

- Report outlining tests, analysis and recommendations.

END OF AMENDMENT 1 TO APPENDIX D
AMENDMENT 1 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated June 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ED2 International (Consultant).

No Changes.

END OF AMENDMENT 1 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated June 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and ED2 International.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date __________________

Al Harrison
Vice President College Operations

ED2 International

By _______________________________ Date __________________

_________________________________ Its ___________________
**BACKGROUND:**

On December 11, 2007 the Board of Trustees approved a short form professional services agreement for Nor-Cal Moving Services for the PE Complex Portables Project (850F). On March 11, 2008, the Board of Trustees approved Amendment 1, a no-cost contract time extension. Additional moving services were required to complete the relocation of the Athletics Department from the Diamond Physical Education Center to the PE Complex Portables, in preparation for construction. In order to complete the work in a timely manner, and in order to provide user occupancy by February 19, 2008, it was determined that work should proceed so that the demolition phase of the PE project was not delayed.

The Board of Trustees is asked to approve Amendment 2 to Nor-Cal Moving Services’ short form professional services agreement for additional moving fees.

**FISCAL IMPACT:**

The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$10,195</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>$ 0</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$8,541</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$18,736</strong></td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve Amendment 2 to Nor-Cal Moving Services’ short form professional services agreement for additional moving fees in the amount of $8,541 for the PE Complex Portables Project (850F) work.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: Nor-Cal Moving Services
Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

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

✓ Short form  ___ Long form

Original _____ or Amendment # 2

Amount of this contract/amendment: $ 8,541

Total amount of contract to date including this amendment $ 18,736

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

___ Full agreement  ✓ Changes to agreement  Reviewed: Vrata
___ Appendix A  ___ Changes to Appendix A  Reviewed: ______
___ Appendix B  ___ Changes to Appendix B  Reviewed: ______
___ Appendix C  ___ Changes to Appendix C  Reviewed: ______
___ Appendix D  ___ Changes to Appendix D  Reviewed: ______
___ Appendix E  ___ Changes to Appendix E Reviewed: ______

___ Other backup materials?  __________________________
Reviewed: ______

Legal review required?  _____ Yes  ✓ No  If yes, counsel’s initials: ______
If not, why not?  No change to legal language

Agenda cover page prepared by: EB  Reviewed by: Vrata

Submittal sign-off:
Program Manager: Vrata  Director: Scamovick

Amendment Checklist  3/31/2008
# Measure C Bond Modernization Program Checklist for Consultant Contract Review

## Amendments

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

## Agenda cover page

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

Vice President Al Harrison
AMENDMENT 2

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Nor-Cal Moving Services

April 15, 2008

AMENDMENT 2 TO
SCOPE OF SERVICES
& COMPENSATION

This is an AMENDMENT attached to, and made a part of the Short Form Professional Services Agreement (Agreement) dated December 11, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Nor-Cal Moving Services (Consultant).

1. Scope of Services

Additional moving services to complete the relocation of the Athletics Departments from the Diamond PE Center into the PE Complex Portables.

2. Compensation for Services

Additional fees for moving services under this Agreement are $8,541.

Consultant’s total compensation for Services performed under this Agreement is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$10,195</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>$0</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$8,541</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$18,736</strong></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the Professional Services Agreement dated December 11, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Nor-Cal Moving Services.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

Nor-Cal Moving Services

By ___________________________ Date ________________

_________________________________ Its__________

1
BACKGROUND:

Hardison, Komatsu, Ivelich & Tucker (HKIT) was selected as the Project Specific Architect for the Transportation Technology Complex Project (402A) and a long form professional services agreement was approved on April 17, 2007 by the Board of Trustees (item B.12.K). HKIT has completed program level work for the District’s Swing Space planning project as well as project specific work for the Measure C bond program. Amendments 1 through 7 were previously approved for these services.

The original scope of work for the relocation of the Environmental Landscape program included the installation of a new Greenhouse and Shade Structure adjacent to the Miwok Cluster. HKIT’s original scope included site planning and design services. The site location was evaluated and changed to a site adjacent to the IVC Corporation Yard and the scope was expanded to include the installation of a pre-manufactured metal building and associated required site improvements for use as swing space for the Transportation Technology Relocation Project.

Efficiencies were gained by placing the project in the new location and by combining the additional scope into one project. However, additional services are now needed by HKIT for additional DSA meetings, coordination and access compliance submittal for the expanded project scope; coordination & project approval submittal to Novato Fire Department; and bidding and construction administration services. HKIT’s additional services will also include the coordination of site improvements, and monitoring & coordination of the Contractor’s shop drawings. Amendment 8 covering these services is presented herein for approval in the amount of $56,000.

FISCAL IMPACT:

Amendment 8 will be paid from Measure C bond funds.

<table>
<thead>
<tr>
<th>Amendment</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$1,145,125</td>
<td></td>
</tr>
<tr>
<td>Amendment 1</td>
<td>Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services Site and classroom layouts; construction documents, project manual and construction administration services</td>
<td>$363,835</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>Relocation costs (850G).</td>
<td>$92,700</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>Additional design and construction administration services for District-requested plan changes and program adjustments</td>
<td>$34,000</td>
</tr>
<tr>
<td>Amendment 4</td>
<td>Additional design services for Campus Corner Relocation Project (850G) to relocate and install one (1) existing portable classroom for the Health Services program.</td>
<td>$100,800</td>
</tr>
<tr>
<td>Amendment 5</td>
<td>Credit from Amendment 4 for design services not utilized</td>
<td>$3,120</td>
</tr>
<tr>
<td>Amendment 6</td>
<td>Construction Administration services for swing space projects at IVC: Shade &amp; Greenhouse Structures (850C), Transportation Tech Relocation (850H), and the West Campus Utility Extension (407D)</td>
<td>$28,000</td>
</tr>
<tr>
<td>Amendment 7</td>
<td></td>
<td>($ 88,000)</td>
</tr>
<tr>
<td>Amendment 8</td>
<td></td>
<td>$56,000</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td></td>
<td>$1,735,580</td>
</tr>
</tbody>
</table>
RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 8 to HKIT in the amount of $56,000 for Construction Administration services for the Shade & Greenhouse Structures Project (850C), the Transportation Technology Relocation Project (850H) and the West Campus Utility Extension Project (407D).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: HKIT

Project(s) (name and number): Shade & Greenhouse Structures (8520) & Trans Tech Relocation (8501) & West Campus Util Ext (4070)

Type of contract (check all that apply):
___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form

Original ___ or Amendment # 8

Amount of this contract/amendment: $ 56,000

Total amount of contract to date including this amendment $ 1,735,580

Documents to be included in Board packet (check and initial):
___ Full agreement  ___ Changes to agreement  Reviewed: 

___ Appendix A  ___ Changes to Appendix A  Reviewed: 
___ Appendix B  ___ Changes to Appendix B  Reviewed: 
___ Appendix C  ___ Changes to Appendix C  Reviewed: 
___ Appendix D  ___ Changes to Appendix D  Reviewed: 
___ Appendix E  ___ Changes to Appendix E  Reviewed: 
___ Other backup materials?  Reviewed: 

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

If not, why not?  No change to legal language

Agenda cover page prepared by:  Reviewed by: 

Submittal sign-off:
Program Manager:  Director: 

Amendment Checklist  3/31/2008  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

Reviewed by: ____________________________

☐ Are there changes to the master agreement?
  Have they been reviewed by legal counsel?
  N/A  Yes  No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement?
  Yes  No

☐ Appendix B: is the fee appropriate to the scope of work?
  Yes  No

☐ Is the fee within budget?
  If not, does it require a budget transfer?
  N/A  Yes  No

☐ Do the numbers all add up correctly?
  Yes  No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?
  Yes  No

☐ Appendix D: are the deliverables sufficient to manage the scope of work?
  Yes  No

☐ Appendix E: has the insurance requirement changed?
  Reviewed by legal counsel?
  N/A  Yes  No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page

Reviewed by: ____________________________
Vice President Al Harrison

☐ Is the type of contract clearly defined?
  Basic or additional service?
  Yes  No

☐ Is the reason for the amendment clearly stated?
  Yes  No

☐ Do the amendment amounts match the amended Appendix B?
  Yes  No

☐ Are the project title and number included and correct?
  Yes  No
AMENDMENT 8

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

April 15, 2008

AMENDMENT 8 TO APPENDIX A – SCOPE OF SERVICES

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

1. Additional Services

Shade & Greenhouse Structures Project (850C), Transportation Tech Relocation Project (850H) & West Campus Utility Extension Project (407D)

Design services for swing space at the Indian Valley Campus. Beyond design work already identified in previously approved amendments, HKIT will assist in the coordination of site improvements, relocation of selected equipment and produce design and construction documents including structural and MEP engineering. These projects require DSA review for access compliance only.

END OF AMENDMENT 8 TO APPENDIX A
AMENDMENT 8 to Appendix B – Payments to Consultant

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

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

   **Original Long Form Contract Amount**
   - $1,145,125

   **Total Amendment # 1**
   - $363,835

   **Amendment #2**
   - Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services
   - $92,700

   **Amendment #3**
   - Coordinate & assist with site and classroom layouts
   - Provide Construction Documents and Project Manual
   - Assist with project bidding and provide construction administration services
   - $34,000

   **Amendment #4**
   - Project # 850G – Campus Corner Relocation (DSPS & Health Services)
     - Portables (DSPS & Health Services) – Conceptual design services
     - Student Services Remodel – Design and coordination
     - Fusselman Hall Reuse – Provide conceptual design services
   - $100,800

   **Amendment #5**
   - Additional services reflect the on-going plan changes and program adjustments generated by the District that have required additional design, coordination and drafting time. Additional construction administration services to address these adjustments and the DSA Inspector of Record requirements are included. (Project # 850F)
   - $3,120

   **Amendment #6**
   - Project # 850G – Campus Corner Relocation (Health Services)
   - Additional services for the continued design of temporary housing for Health Services. Scope includes the relocation and installation of one (1) existing portable classroom.
   - $28,000

   **Total Amendment # 7**
   - Campus Corner Relocation (DSPS) Project (850G)
   - Credit for DSPS relocation design services from amendment 4 not to be utilized
   - ($88,000)

   **Total Amendment # 8**
   - Shade & Greenhouse Structures Project (850C), Transportation Tech Relocation Project (850I) & West Campus Utility Extension Project (407D)
   - Design services for swing space at the Indian Valley Campus.
   - $56,000

   **Total Contract Amount**
   - $1,735,580

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 8 to Appendix A. Payments made for services authorized under AMENDMENT 8 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

**END OF AMENDMENT 8 TO APPENDIX B**
AMENDMENT 8 to Appendix C – Milestone Schedule

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

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 8 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Bid Documents</td>
<td>4/15/2008</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>9/30/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 8 TO APPENDIX C
AMENDMENT 8 to Appendix D – Deliverables

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

Deliverables for Work Authorized under AMENDMENT 8 to Appendix A – Scope of Work

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

- Full design and construction documents

END OF AMENDMENT 8 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 8 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By __________________________________________ Date __________________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By __________________________________________ Date __________________

Dara A. Youngdale ______________________________ Its President

By __________________________________________ Date __________________

Thomas C. Brutting ______________________________ Its Vice-President

4
BACKGROUND:

CSW/Stuber-Stroeh was selected as the District’s Civil Engineer and a long form contract was approved on August 31, 2005. CSW has completed program level and project specific work for the Measure C bond program. Amendments 1 through 17 were previously approved for these services.

Additional civil engineering services are required for relocation of the Automotive Technology program to a temporary metal building behind the existing Corporation Yard at IVC. The Board approved the procurement of this building at the March 11, 2008 Board meeting (item C.11.C.2.b). CSW will provide surface exploration for the metal building as requested by DSA, and will design fire road access for the realigned utilities (running under the road) and a water service extension as required for the project.

This amendment also includes design services for the reconditioning of the parking lots following the Geothermal Field project at the Kentfield campus. Design of proper grading, appropriate asphalt thickness and re-striping is required as construction vehicles will require access from College Avenue through parking lots 6 and 9. This will route construction traffic away from Laurel Avenue and is in our estimation, the safest and most direct route to the project.

Amendment 18 is presented herein for approval as follows:

West Campus Utility Extension Project (407D) $4,300
Geothermal Field project at Kentfield campus (305B) $27,500
Total Amendment 18 $31,800

FISCAL IMPACT:

This amendment will be paid from Measure C bond funds. The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$436,067</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$21,560</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$188,755</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>$87,010</td>
</tr>
<tr>
<td>Amendment 4</td>
<td>$12,040</td>
</tr>
<tr>
<td>Amendment 5</td>
<td>$86,170</td>
</tr>
<tr>
<td>Amendment 6</td>
<td>$18,550</td>
</tr>
<tr>
<td>Amendment 7</td>
<td>$285,988</td>
</tr>
</tbody>
</table>

District-wide master planning and assessment
Larkspur Annex Design (321A)
District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (321A), initial scope analysis of IVC Creek Erosion (419A) and IVC Storm Drain Repairs (401A)
Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan
Initial utility surveying for new IVC Main Building (417A), DSA submittal for Lark Annex (321A)
Design services for Kentfield West Campus Bridge (301A), supplemental topographic surveying for PE Complex (308B)
Design services for utility extensions to PE Complex (308B)
Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.
<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 8</td>
<td>$30,220</td>
<td>Survey work to determine the Fine Arts and Performing Arts boundaries. Topographic base map for the Greenhouses project at IVC and Design services for the Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project</td>
</tr>
<tr>
<td>Amendment 9</td>
<td>$14,950</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
</tr>
<tr>
<td>Amendment 10</td>
<td>$19,000</td>
<td>Provide Design and Construction Administrative Services for utilities to support the Larkspur Annex Restroom Trailer (321B), Geotechnical Borings and report for the Transportation Technology Complex (402A).</td>
</tr>
<tr>
<td>Amendment 11</td>
<td>$34,660</td>
<td>Program Level services (803A) for Boundary and Topographic Survey corrections.</td>
</tr>
<tr>
<td>Amendment 12</td>
<td>$15,408</td>
<td>Additional services for Boundary and Topographic Surveys (corrective work and Greenhouse/Shade Structure (850C).</td>
</tr>
<tr>
<td>Amendment 13</td>
<td>$81,190</td>
<td>Design and construction administration services for the Parking Lot/Bioswale project (401B), Campus Corner Relocation (DSPS &amp; Health Services – 850G), Geothermal Field KTD (305B) and Geothermal Field IVC (417B).</td>
</tr>
<tr>
<td>Amendment 14</td>
<td>$23,650</td>
<td>Environmental Impact Report for civil engineering support services (810A)</td>
</tr>
<tr>
<td>Amendment 15</td>
<td>$40,550</td>
<td>Work required on the 12 KV Utility Extension (407C), Parking Lot-Bioswale (401B), Transportation Tech Relocation (850H), and Paragon Office Subscription (803A).</td>
</tr>
<tr>
<td>Amendment 16</td>
<td>$22,342</td>
<td>Ignacio Creek Erosion Mitigation (419A) landscape survey.</td>
</tr>
<tr>
<td>Amendment 17</td>
<td>$7,700</td>
<td>Earthquake Ground Motion simulation for the new Fine Arts Building (306C) and Science Math Central Plant Complex (305A) foundation design modifications as requested by CGS/DSA.</td>
</tr>
<tr>
<td>Amendment 18</td>
<td>$31,800</td>
<td>Soil borings for the IVC metal building and civil/utility infrastructure design for the fire road as part of the West Campus Utility Extension Project (407D); Parking lot reconditioning design work for the Geothermal Fields at KTD (305B).</td>
</tr>
</tbody>
</table>

**Total Contract Amount**: $1,457,610

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment 18 to CSW/Stuber-Stroeh Engineering in the amount of **$31,800** for civil design work for the West Campus Utility Extension Project (407D) and for parking lot reconditioning design work under the Geothermal Fields project at KTD (305B).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: CSW/Stuber-Stroeh
Project(s) (name and number): West Campus Util Ext (4070) &
G20 Thermal Field KTD (305B)
Type of contract (check all that apply):
___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form
Original  ___ or  Amendment # 18
Amount of this contract/amendment: $31,800
Total amount of contract to date including this amendment $1,457,100

Documents to be included in Board packet (check and initial):
___ Full agreement  ___ Changes to agreement
___ Appendix A  ___ Changes to Appendix A Reviewed: \check\n___ Appendix B  ___ Changes to Appendix B  Reviewed: \check\n___ Appendix C  ___ Changes to Appendix C  Reviewed: \check\n___ Appendix D  ___ Changes to Appendix D  Reviewed: \check\n___ Appendix E  ___ Changes to Appendix E  Reviewed: 
___ Other backup materials?

Legal review required?  ___ Yes  ___ No  If yes, counsel’s initials: \check\nIf not, why not?  No Change to legal language

Agenda cover page prepared by: EB  Reviewed by: \check\n
Submittal sign-off:
Program Manager: \check\nDirector: \check\n
Amendment Checklist 3/31/2008 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement?
  Have they been reviewed by legal counsel?
  N/A  Yes  No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?
  Yes  No

☑ Appendix B: is the fee appropriate to the scope of work?
  Yes  No

☑ Is the fee within budget?
  If not, does it require a budget transfer?
  N/A  Yes  No

☑ Do the numbers all add up correctly?
  Yes  No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?
  Yes  No

☑ Appendix D: are the deliverables sufficient to manage the scope of work?
  Yes  No

☑ Appendix E: has the insurance requirement changed?
  Reviewed by legal counsel?
  N/A  Yes  No

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

☑ Is the type of contract clearly defined?
  Basic or additional service?
  Yes  No

☑ Is the reason for the amendment clearly stated?
  Yes  No

☑ Do the amendment amounts match the amended Appendix B?
  Yes  No

☑ Are the project title and number included and correct?
  Yes  No

Reviewed by: Vice President Al Harrison

Amendment Checklist 3/31/2008 2
AMENDMENT 18

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

April 15, 2008

AMENDMENT 18 to APPENDIX A – SCOPE OF SERVICES

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

APPENDIX A

1. Additional Services

West Campus Utility Extension Project (407D)
Soil Boring for Metal Building Pad — Subsurface exploration with 4-5 shallow excavations, lab tests of soil samples, and report with pavement and foundation recommendations
Civil Design
Design fire road to revised alignment, re-align utilities to run under road, water service extension.

Geothermal Fields KTD Project (305B)
Design services for reconditioning of parking lots on the Kentfield Campus following geothermal field construction.

END OF AMENDMENT 18 TO APPENDIX A
AMENDMENT 18 to APPENDIX B – PAYMENT TO CONSULTANT

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

I. Amount of Compensation for Services to Consultant

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$436,067</td>
</tr>
<tr>
<td>District-wide master planning and assessment</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>$21,560</td>
</tr>
<tr>
<td>Larkspur Annex Design (#321A)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 2</td>
<td>$188,755</td>
</tr>
<tr>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 3</td>
<td>$87,010</td>
</tr>
<tr>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 4</td>
<td>$12,040</td>
</tr>
<tr>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 5</td>
<td>$86,170</td>
</tr>
<tr>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 6</td>
<td>$18,550</td>
</tr>
<tr>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 7</td>
<td>$285,988</td>
</tr>
<tr>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
<td></td>
</tr>
<tr>
<td>Amendment # 8</td>
<td>$30,220</td>
</tr>
<tr>
<td>Topographic and design services for New Fine Arts Project (306C), Performing Arts Modernization Project (306A), Transportation Technology Complex Project (402A) and Greenhouse/Shade Structure Project (850C)</td>
<td></td>
</tr>
<tr>
<td>Amendment # 9</td>
<td>$14,950</td>
</tr>
<tr>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
<td></td>
</tr>
<tr>
<td>Amendment # 10</td>
<td>$19,000</td>
</tr>
<tr>
<td>Provide Design and Construction Administrative Services to the Larkspur Annex Restroom Trailer (Project # 321B) and Geotechnical Borings and report for Transportation Technology Complex (Project # 402A)</td>
<td></td>
</tr>
</tbody>
</table>
### Amendment # 11
Program Level services (District Civil Engineer Project # 803A) for boundary and topographical surveys

$34,660

### Amendment # 12
Program Level services (District Civil Engineering Project # 803A) for boundary and topographical surveys (services in addition to Amendment # 11)
Greenhouse & Shade Structure Project # 850C topographical map design work

$15,408

### Amendment # 13
Design and construction administration services for Parking Lot-Bioswale (401B);
Campus Corner Relocation (DSPS & Health Services) (850G); Geothermal Field KTD (305B); Geothermal Field IVC (417B)

$81,190

### Amendment # 14

### Amendment # 15
12 KV Utility Extension (407C)
Construction documents & construction administration
Parking Lot-Bioswale (401B)
Vertical & horizontal pad certification
Transportation Tech Relocation (850H)
Construction administration
Paragon Office two year subscription (803A)

$23,650

$40,550

### Amendment # 16
Ignacio Creek Erosion Mitigation (419A)
Work tasks related to developing tree species diversity in the riparian zone in support of project

$22,342

### Amendment # 17
Science Math Central Plant Project (305A)
Additional survey work requirements by CGS (California Geological Survey) and DSA (Division of the State Architect)
New Fine Arts Building Project (306C)
Additional survey work requirements by CGS (California Geological Survey) and DSA (Division of the State Architect)

$7,700

### Amendment # 18
West Campus Utility Extension Project (407D)
Soil Boring for Metal Building Pad – Subsurface exploration with 4-5 shallow excavations, lab tests of soil samples, and report with pavement and foundation recommendations
Civil Design - Design fire road to revised alignment, re-align utilities to run under road, water service extension.

$4,300

Geothermal Fields KTD Project (305B)
Design services for reconditioning of parking lots on the Kentfield Campus following geothermal field construction.

$27,500

Total Amendment # 18

$31,800

### Total Contract Amount

$1,457,610

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 18 to Appendix A – Scope of Services shall not exceed $31,800. Payments made for services authorized under AMENDMENT 18 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.
AMENDMENT 18 TO APPENDIX C – MILESTONE SCHEDULE

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

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 18 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Campus Utility Extension Project (407D) Soils report</td>
<td>6/30/2008</td>
</tr>
<tr>
<td>West Campus Utility Extension Project (407D) Civil design</td>
<td>9/30/2008</td>
</tr>
<tr>
<td>Geothermal Fields KTD Project (305B) Parking lots reconditioning</td>
<td>12/31/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 18 TO APPENDIX C
AMENDMENT 18 to Appendix D – Deliverables

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

Deliverables for Work Authorized under AMENDMENT 18 to Appendix A – Scope of Work

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

West Campus Utility Extension Project (407D)
- Soils report
- Construction design documents and construction administration

Geothermal Fields KTD Project (305B)
- Construction design documents and construction administration

END OF AMENDMENT 18 TO APPENDIX D
AMENDMENT 18 TO APPENDIX E – INSURANCE

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

No Changes.

END OF AMENDMENT 18 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 18 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ______________________________ Date __________________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By ______________________________ Date __________________

______________________________ Its_____________________
BACKGROUND:

On November 7, 2007 the Board of Trustees approved a short form professional services agreement for Moritz Arboricultural Consulting for arborist work on various projects on the Indian Valley Campus. Moritz Arboricultural Consulting, under separate contract, has worked on program wide and project specific work to protect the many significant trees and vegetation on both the Kentfield and Indian Valley Campuses. Much of the work to date has been done in preparation for the new construction projects.

Under a new task order (Amendment 1), Moritz Arboricultural Consulting will provide oversight consulting for tree protection in preparation for the construction of the New Fine Arts Building. The task is two-fold: The first scope of work is to provide consulting services necessary to protect existing trees from a proposed joint utility tunnel that will service the Fine Arts, Performing Arts and SMCP projects. Further consulting work will eventually be required for the Fine Arts Building and will include site surveys, a Tree Protection Zone Plan, inspection of these zones and as-needed inspections at the inception of construction/excavation.

The Board of Trustees is asked to approve Amendment 1 to Moritz Arboricultural Consulting’s short form professional services agreement for additional consulting services for tree protection from work associated with the New Fine Arts Building Project (306A); and secondly, for an extension of time through April 30, 2009, coinciding with the start of construction for the Fine Arts building.

FISCAL IMPACT:

The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$ 3,462</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty work &amp; consult &amp; report for new fire gate for Fire Mitigation Project (418A); tree evaluation for Shade &amp; Greenhouse Structures Project (850C)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment 1</th>
<th>$ 3,726</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree protection &amp; oversight consulting for the New Fine Arts Building Project (306C) &amp; a time extension through December 31, 2009</td>
<td></td>
</tr>
</tbody>
</table>

| Total Contract Amount | $ 7,188 |

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to Moritz Arboricultural Consulting’s short form professional services agreement in the amount of $3,726 for tree protection and oversight consulting and a contract time extension for the New Fine Arts Building Project (306C).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 4/15/08  Consultant: Moritz Arboricultural Consulting
Project(s) (name and number): New Fine Arts Bldg (300C)

Type of contract (check all that apply):

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

✓ Short form  ____ Long form

Original _____ or Amendment # 1

Amount of this contract/amendment: $ 3,726
Total amount of contract to date including this amendment $ 7,188

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

____ Full agreement  ✓ Changes to agreement  Reviewed: Kala
____ Appendix A  ____ Changes to Appendix A  Reviewed: ______
____ Appendix B  ____ Changes to Appendix B  Reviewed: ______
____ Appendix C  ____ Changes to Appendix C  Reviewed: ______
____ Appendix D  ____ Changes to Appendix D  Reviewed: ______
____ Appendix E  ____ Changes to Appendix E  Reviewed: ______
____ Other backup materials?  ____________________________  Reviewed: ______

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

If not, why not? No change to legal language
(contract time extension included)

Agenda cover page prepared by: RB  Reviewed by: Kala

Submittal sign-off:
Program Manager: Kala.  Director: Macknick.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

Are there changes to the master agreement?
Have they been reviewed by legal counsel?

☑ Yes ☐ No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?

☑ Yes ☐ No

☑ Appendix B: is the fee appropriate to the scope of work?

☑ Yes ☐ No

☑ Is the fee within budget?
If not, does it require a budget transfer?

☑ N/A Yes ☐ No

☑ Do the numbers all add up correctly?

☑ Yes ☐ No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?

☑ Yes ☐ No

☑ Appendix D: are the deliverables sufficient to manage the scope of work?

☑ Yes ☐ No

☑ Appendix E: has the insurance requirement changed?
Reviewed by legal counsel?

☑ N/A Yes ☐ No

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

Is the type of contract clearly defined?
Basic or additional service?

☑ Yes ☐ No

☑ Is the reason for the amendment clearly stated?

☑ Yes ☐ No

☑ Do the amendment amounts match the amended Appendix B?

☑ Yes ☐ No

☑ Are the project title and number included and correct?

☑ Yes ☐ No

Reviewed by: [Signature]
Vice President Al Harrison

Amendment Checklist 3/31/2008
AMENDMENT 1

To the Professional Services Agreement between the MARIN COMMUNITY COLLEGE DISTRICT and Moritz Arboricultural Consulting

April 15, 2008

AMENDMENT 1 TO
SCOPE OF SERVICES & TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated November 7, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Moritz Arboricultural Consulting (Consultant).

1. Scope of Services

   New Fine Arts Building Project (306A)
   Tree protection and oversight consulting; site surveys, Tree Protection Zone Plan; meetings with contractors to define/mark tree protection zones; inspect installed tree protection zones and regular inspections at inception of construction/excavation.

2. Term of Agreement

   Per the Term of Agreement, the original Short Form Professional Services Agreement shall be extended through April 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated November 7, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Moritz Arboricultural Consulting.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

Moritz Arboricultural Consulting

By ___________________________ Date __________________

______________________________ Its______________________
To: Board of Trustees | Date: April 15, 2008
From: Superintendent/President | Item & File No. B.11.1.4(g)
Subject: District Legal Counsel (831A) Additional fees Miller Brown & Dannis – Amendment 1
Reason for Board Consideration: ACTION APPROVAL | Enclosure(s): Agreement for Professional Services Amendment 1

BACKGROUND:

On June 12, 2007 the Board of Trustees approved an annual agreement in the amount of $75,000 for professional services for Miller Brown & Dannis as the District’s legal counsel for the Measure C Bond Program. As the Measure C Bond Program has progressed from planning into construction, the need for legal counsel has increased.

Based on a year-to-date cash flow analysis projected through the remainder of FY 07-08, the Board of Trustees is asked to approve Amendment 1 to Miller Brown & Dannis’ agreement for professional services for an additional $35,000 through June 30, 2008.

FISCAL IMPACT:

These fees will be paid from Measure C bond funds.

The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$75,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$35,000</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$110,000</strong></td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to Miller Brown & Dannis’s agreement in the amount of $35,000 for bond program legal services through the end of fiscal year 2007-2008.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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

Date: 4/15/08  Consultant: Miller Brown Dannis

Project(s) (name and number): District Legal Counsel (831A)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original _____  or  Amendment # 1

Amount of this contract/amendment: $35,000

Total amount of contract to date including this amendment: $110,000

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

___ Full agreement  ✓ Changes to agreement  Reviewed: ___

___ Appendix A  ___ Changes to Appendix A  Reviewed: ___

___ Appendix B  ___ Changes to Appendix B  Reviewed: ___

___ Appendix C  ___ Changes to Appendix C  Reviewed: ___

___ Appendix D  ___ Changes to Appendix D  Reviewed: ___

___ Appendix E  ___ Changes to Appendix E  Reviewed: ___

___ Other backup materials?  Reviewed: ___

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

If not, why not?  No change to legal language

Agenda cover page prepared by:  Reviewed by:

Submittal sign-off:
Program Manager:  Director:  

Amendment Checklist  3/31/2008 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments
Reviewed by: ____________________________

☑ Are there changes to the master agreement?
   Have they been reviewed by legal counsel? Yes \[\text{No}\]

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No N/A

☑ Appendix B: is the fee appropriate to the scope of work? Yes No N/A

☑ Is the fee within budget?
   If not, does it require a budget transfer? Yes No N/A

☑ Do the numbers all add up correctly? Yes No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No N/A

☑ Appendix D: are the deliverables sufficient to manage the scope of work? Yes No N/A

☑ Appendix E: has the insurance requirement changed?
   Reviewed by legal counsel? Yes \[\text{No}\]

☑ Coordination: cross-check all items in amendment with one another

---

Agenda cover page
Reviewed by: Vice President Al Harrison

☑ Is the type of contract clearly defined?
   Basic or additional service? Yes \[\text{No}\]

☑ Is the reason for the amendment clearly stated? Yes \[\text{No}\]

☑ Do the amendment amounts match the amended Appendix B? Yes \[\text{No}\]

☑ Are the project title and number included and correct? Yes \[\text{No}\]
Amendment No. 1  
to  
Agreement for Professional Services  
dated July 1, 2007  
(Reference Purchase Order P0200110)  

Between  

College of Marin  

and  

Miller Brown & Dannis  

April 15, 2008  

Amend the sixth paragraph on page 1 of 2 to read as follows:  

Absent prior approval by College, the maximum fees for this agreement period will be increased from $75,000 to $110,000 (an increase of $35,000) effective April 15, 2008.  

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.  

COLLEGE OF MARIN  

__________________________ ____________________________  
Albert J. Harrison II Date  
Vice President/College Operations  

MILLER BROWN & DANNIS  

__________________________ ____________________________  
Mark W. Kelley Date  
Attorney at Law
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.1.5(a)</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>12KV Utility Extension Project (407C)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Authorize Award Construction Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td>None</td>
</tr>
</tbody>
</table>

ACTION – AWARD

BACKGROUND:

On February 19, 2008, the Board authorized the District to approve the 12KV Utility Extension Project (407C) and authorize bidding of this project. Bid opening is scheduled for Tuesday, April 1, 2008 at 2:00 PM. Bid results will be provided to the Board of Trustees at the April 15, 2008 Board meeting.

The District recommends the Board award this construction contract to the lowest responsive bidder following the five (5) day bid protest period or upon successful resolution of any bid protests. The construction contract will be brought back to the Board for ratification at a future board meeting.

FISCAL IMPACT:

This project will be paid from bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a construction contract for the 12KV Utility Extension Project (407C) as reported at the April 15, 2008 Board meeting.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

To: Board of Trustees  
From: Superintendent/President  
Subject: PE Complex Portables Project (850F)  
NEMA Construction – Change Order 1  
Reason for Board Consideration: ACTION APPROVAL  
Enclosure(s): Change Order 1  

Date: April 15, 2008  
Item & File No. B.11.1.6(a)  

BACKGROUND:  

NEMA Construction was selected to provide General Contracting services for the PE Portables swing space project and was approved by the Board on November 7, 2007. During the course of construction, additional work was executed in order to keep the project moving forward in a timely manner. The work was attributable to unforeseen conditions which were discovered while the contractor completed the original scope of work.

Change Order 1 consists of three (3) Potential Change Orders (PCO’s) in the aggregate amount of $37,092 with a time extension of nine (9) working days. One (1) PCO exceeds $10,000, as follows:

- $33,540 Locate and repair a broken pull box located under College Avenue, which was paved over by the County (unforeseen condition)

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>$37,092</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>Nine (9) working days</td>
</tr>
</tbody>
</table>

The District recommends that the Board approve Change Order 1 to NEMA Construction in the amount of $37,092 plus 9 working days for this work.

FISCAL IMPACT:

The total amount of this contract to date is as follows and will be paid from Measure C bond funds:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$520,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$37,092</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$557,092</td>
</tr>
<tr>
<td>General Contracting services for the PE Complex Portables Project (850F)</td>
<td></td>
</tr>
<tr>
<td>Change Order 1 (7% of original contract value)</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 1 with NEMA Construction in the amount of $37,092 for the PE Complex Portables Project (850F).
### CONTRACT CHANGE ORDER

**PROJECT:** PE Complex Pavilions  
**PROJECT No.:** 850F  
**CONTRACTOR:** Nems Construction  
**OWNER:** Marin Community College District  
**ARCHITECT:** HWIT Architects  
**EFFECTIVE ONLY WHEN SIGNED BY OWNER**

C.O. 1  
Date: 04/15/08

**To:** Nems Construction  
**You are directed to make the following changes in this Contract:**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Repair water piping in field area near the gymnasium where utilities were not clearly shown, marked or known to exist. Install two (2) earthen and locations directed in the field by Ross Valley Sanitary District field engineer. Install ice maker connections in Unit 5kt.</td>
<td>$1,305.00</td>
</tr>
<tr>
<td>2</td>
<td>Locate 2x465 traffic lid pull box on College Ave and remove the existing lid. Remove pull box traffic lid to expose pull box. Pull cable according to original contract. Cover pull box with temporary cover to meet county requirements. Provide exterior collar and bring lid up according to county requirements. Patch roadway according to county requirements. Extra services to satisfy T-501 post lid drawing revisions.</td>
<td>$33,539.83</td>
</tr>
<tr>
<td>3</td>
<td>Remove all skids for inspection on Mobile Modular units. Restart skids after satisfactory inspection</td>
<td>$2,246.45</td>
</tr>
</tbody>
</table>

**End of Items**  
**SUBTOTAL:** $37,091.29

**Owner's Unspecified Allowance:** $0.00  
**Less previous authorizations against Allowance:** $0.00  
**Amount authorized to be paid from the Allowance by this Change Order:** $0.00  
**Remaining Owner's Unspecified Allowance:** $0.00  
**Amount required to be added to Contract Amount (in case Allowance is exhausted):** $0.00  
**TOTAL:** $37,091.29

**NOTE:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work; complete supply and installation of materials and equipment; Contractor's fees, profit, overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>CONTRACT VALUE ADJUSTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>When this Change Order is signed by all parties, it constitutes their agreement:</td>
<td></td>
</tr>
<tr>
<td>A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made, and</td>
<td></td>
</tr>
<tr>
<td>Contract Price will be:</td>
<td></td>
</tr>
<tr>
<td>- Increased:</td>
<td>$37,091.29</td>
</tr>
<tr>
<td>- Decreased: by this Change Order:</td>
<td></td>
</tr>
<tr>
<td>- Unchanged:</td>
<td></td>
</tr>
<tr>
<td>New Contract Price including This Change Order:</td>
<td>$557,091.29</td>
</tr>
<tr>
<td>TIME ADJUSTMENT</td>
<td>9 working days</td>
</tr>
<tr>
<td>Contract Time will be:</td>
<td></td>
</tr>
<tr>
<td>- Increased:</td>
<td></td>
</tr>
<tr>
<td>- Decreased: by this Change Order:</td>
<td></td>
</tr>
<tr>
<td>- Unchanged:</td>
<td></td>
</tr>
<tr>
<td>Date of Substantial Completion as of the Date of This Change Order:</td>
<td></td>
</tr>
</tbody>
</table>

**ISSUED BY CONSTRUCTION MANAGER**

Swinerton Management & Consulting  
By: Jake Skaler, Construction Manager  
Date:  

**AGREED BY CONTRACTOR**

Date:  

**RECOMMENDED BY PROGRAM MANAGER**

Swinerton Management & Consulting  
By: Rich Graziano, Program Manager  
Date:  

**RECOMMENDED BY OWNER**

Marin Community College District  
By: Bob Thompson, Director of Maintenance & Operations  
Date:  

**APPROVED BY**

Marin Community College District  
Authorized By: Vito Azzarello, Director of Modernization  
Date:  

**AUTHORIZED BY OWNER**

Marin Community College District  
Authorized By: Albert J. Harrison II  
VP College Operations  
Date:  

Distribution:  
- Owner  
- Consultant  
- Construction Manager  
- Contractor  
- C.O. File  
- Other
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.I.6(b)</td>
<td></td>
</tr>
</tbody>
</table>
| Subject: | PE Complex Portables Project (850F)  
NEMA Construction – Change Order 2, Notice of Completion & Board Resolution |
| Reason for Board Consideration: | APPROVAL |
| Enclosure(s): | Change Order 2  
Notice of Completion  
Board Resolution No. B.11.I.6(b) |

**BACKGROUND:**
On November 7, 2007, NEMA Construction was selected to provide General Contracting services for the PE Complex Portables swing space project.

Change Order 2 consists of seven (7) Potential Change Orders (PCOs) in the aggregate amount of $52,931 with a time extension of nine (19) working days. Most of this Change Order is attributable to the two following PCOs, which are attributable to unforeseen conditions:
- $29,562 – Trenching and replacement of broken conduits behind TB-1
- $15,399 – Canopy foundation details for the weight lifting area

| Total Compensation | $52,931 |
| Total Time extension | Nineteen (19) working days |

This Change Order requires a time extension to the project of nineteen (19) working days, bringing the substantial completion date to February 14th, 2008. In order to complete the work in a timely manner, and in order to provide user occupancy by February 19th, it was determined that the work should proceed so that the demolition phase of the PE project was not delayed.

At this time the Board is asked to approve Change Order 2 and give notice and certify that the project has been inspected; that it complies with the plans and specifications; that the contractor has completed the work; that the contract is accepted as complete; and that a Notice of Completion (attached) is ready to be filed. Because the cumulative value of the change orders exceeds 10%, the Board is asked to attest by resolution that the District will not benefit from bidding the work separately. The District recommends that the Board approve Change Order 2 to NEMA Construction in the amount of $52,931 plus 19 working days for this work.

**FISCAL IMPACT:**
The total amount of this contract to date is as follows and will be paid from Measure C bond funds:

| Original Contract Amount | $520,000 | General Contracting services for the PE Complex Portables Project (850F) |
| Change Order 1 | $ 37,092 | Change Order 1 (7% of original contract value) |
| Change Order 2 | $ 52,931 | Change Order 2 (10% of original contract value) |
| Total Contract Amount | $610,023 |

**RECOMMENDATION**
The Superintendent/President recommends that the Board of Trustees approve Change Order 2 to NEMA Construction in the amount of $52,931, a Notice of Completion and Resolution 4/15/08 B.11.I.6(b) attesting that the District will not benefit from bidding the work separately for the PE Complex Portables Project (850F).

Administrator Approving Item
Albert J. Harrison II  
Vice President, College Operations

Administrator Initiating Item
V-Anne Chernock  
Director of Modernization
**PROJECT:** FE Complex Portable  
**PROJECT No.:** 8500  
**CONTRACTOR:** Nema Construction  
**OWNER:** Marin Community College District  
**ARCHITECT:** HNT Architects

To: Nema Construction

You are directed to make the following Changes in this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Striping of additional parking spots in Lot 11.</td>
<td>$450.00</td>
</tr>
<tr>
<td>5</td>
<td>Installation of power and data to the center of Unit 3</td>
<td>$2,025.34</td>
</tr>
<tr>
<td>6</td>
<td>Replace all HVAC filters in Units 3, 6, and 7.</td>
<td>$189.00</td>
</tr>
<tr>
<td>7</td>
<td>Trenching and placement of new conduit behind T#1. Installation of new Christy Box. Acquisition of encroachment permit with the County of Marin. Installation of 100 feet of EMT conduit on portable and 30 feet of PVC in order to accommodate CAT 6.</td>
<td>$29,561.72</td>
</tr>
<tr>
<td>8</td>
<td>Installation of exterior light fixtures directly on portables.</td>
<td>$4,450.00</td>
</tr>
<tr>
<td>9</td>
<td>Canopy foundation add to use helical anchors. Furnish and install 6mm Matrix underlaymen to provide a clean, chemical free surface on which rubber sports flooring can adhere.</td>
<td>$15,398.96</td>
</tr>
<tr>
<td>10</td>
<td>Installation of one data drop in Unit #4.</td>
<td>$816.41</td>
</tr>
</tbody>
</table>

End of Items

SUBTOTAL: $52,931.43

Owner's Unspecified Allowance: $0.00
Less previous authorizations against Allowances: $0.00
Amount authorized to be paid from the Allowance by this Change Order: $0.00
Remaining Owner's Unspecified Allowance: $0.00
Amount required to be added to Contract Amount (in case Allowance is exhausted): $0.00

TOTAL: $52,931.43

NOTE: Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work: complete supply and installation of materials and equipment; Contractor's fees, profit, and overhead; administration; general conditions; all other indirect costs; and associated additional bond and insurance premiums.

---

**AGREEMENT**

**CONTRACT VALUE ADJUSTMENT**

<table>
<thead>
<tr>
<th>When this Change Order is signed by all parties, it constitutes their agreement:</th>
<th>Original Contract Price: $520,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Change By Previously Authorized Change Order:</td>
<td>$57,691.29</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>$577,691.29</td>
</tr>
</tbody>
</table>

A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and

Contract Price Will Be:  
- Increased:  
- Decreased:  
- Unchanged:  

New Contract Price Including This Change Order: $510,022.72

**TIME ADJUSTMENT**

Contract Time Will Be:  
- Increased:  
- Decreased:  
- Unchanged:  

Date of Substantial Completion As Of The Date Of This Change Order: 19 working days

---

**ISSUED BY CONSTRUCTION MANAGER**  
Jake Shaer, Construction Manager

**AGREED BY CONTRACTOR**

**RECOMMENDED BY PROGRAM MANAGER**  
Rich Graziano, Program Manager

**RECOMMENDED BY OWNER**  
Marin Community College District  
Bob Thompson, Director of Maintenance & Operations

**APPROVED BY**

**AUTHORIZED BY OWNER**

Marin Community College District  
F. Irwin Chernock, Director of Modernization

Authorized By:  

Distribution: 
- Owner  
- Contractor  
- Construction Manager  
- C. O. File  
- Other
WHEREAS, Marin Community College District (the “District”) previously awarded a contract for work for the PE Complex Portables (the “Project”) to NEMA Construction (“Contractor”); and

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the “Change Order”); and

WHEREAS, the Change Order provides for the work set forth in Exhibit “A”; and

WHEREAS, the total cost for the Change Order is $52,932 and exceeds the limitations set forth in Public Contracts Code Section 20659; and

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor; and

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor; and

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor; and

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding to not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do
not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Marin Community College District makes the following findings:

1. That the above recitals are true and correct.

2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.

3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District’s payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Marin Community College District, on April 15, 2008.

AYES: ____________________________

NOES: ____________________________

ABSENT: ____________________________

ABSTAIN: ____________________________

__________________________
President, Governing Board

I, Dr. Frances White, Secretary of the Governing Board of the Marin Community College District, State of California, do hereby certify that the foregoing resolution was duly adopted by the said Board at a regular meeting held April 15, 2008.

__________________________
Secretary, Governing Board
MARIN COMMUNITY COLLEGE DISTRICT
MEASURE C BOND PROGRAM

EXHIBIT A

CHANGE ORDER WORK
Notice of Completion
(In pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Marin Community College District.
3. The address of the owner is 635 College Ave, Kentfield CA 94904.
4. The nature of the estate or interest is: Marin Community College District.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>ADDRESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Work of modernization on the property hereinafter described was completed on: February 14, 2008
7. The Project Name & Number are PE COMPLEX PORTABLES, 850F
8. The contractor for such work of modernization is NEMA CONSTRUCTION
9. The name of the contractor's Surety Co is California Bank & Trust
10. The date of contract between the contractor and the above owner is November 8, 2007
11. The street address of said property is 700 College Ave, Kentfield, CA 94904
12. The property on which said work of modernization was completed is in the Town of Kentfield/City of Larkspur, County of Marin, State of California, and is described as follows:

__________________________________________

Date

_________________________  Signature of Owner
Marin Community College District

Verification

I, undersigned, say:
I am ____________________________
("Director of Modernization")

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is correct and true.

Executed on ______________________, at ______________________, California.
(City or Town where signed)

__________________________________________

(Personal signature of the individual swearing that the contents of the notice are true)
To: Board of Trustees
From: Superintendent/President
Subject: Contracts and Agreement for Services Report—March 2008

<table>
<thead>
<tr>
<th>Reason for Board Consideration:</th>
</tr>
</thead>
<tbody>
<tr>
<td>INFORMATION</td>
</tr>
</tbody>
</table>

BACKGROUND:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
### Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201893</td>
<td>Folger Graphics, Inc</td>
<td>Community Education</td>
<td>$14,445.43</td>
</tr>
<tr>
<td></td>
<td>Printing services for the CES Winter 2008 Community Education schedule.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201894</td>
<td>ASCAP, S&amp;E Licensing</td>
<td>District Wide</td>
<td>$1,440.96</td>
</tr>
<tr>
<td></td>
<td>Music licensing service fees for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201907</td>
<td>Sausalito Moving &amp; Storage, Inc</td>
<td>Maintenance</td>
<td>$3,750.00</td>
</tr>
<tr>
<td></td>
<td>Moving services for moving Library and Miwok at the IVC Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201910</td>
<td>Sonoma County Education Legal</td>
<td>District Wide</td>
<td>$12,246.00</td>
</tr>
<tr>
<td></td>
<td>Legal fees for January 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201929</td>
<td>Casey Printing</td>
<td>Communication</td>
<td>$45,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for the Fall 2008 Credit class schedule.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201937</td>
<td>Harland Technology Services</td>
<td>Information Technology</td>
<td>$1,129.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance services for ScanMark ES2800 system, Scantron system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201939</td>
<td>Pitney Bowes Postage</td>
<td>Logistics</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Postal first class delivery services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201943</td>
<td>3M Library Systems</td>
<td>Learning Resources Ctr</td>
<td>$1,165.00</td>
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<tr>
<td></td>
<td>Maintenance agreement for security services for the Library.</td>
<td></td>
<td></td>
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<tr>
<td>P0201998</td>
<td>Bay View Security</td>
<td>Maintenance</td>
<td>$1,408.00</td>
</tr>
<tr>
<td></td>
<td>Installation and monitoring services for IVC Library, through 5/30/09.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202013</td>
<td>Beyond Value, Inc</td>
<td>Maintenance</td>
<td>$4,950.00</td>
</tr>
<tr>
<td></td>
<td>Property assessment services for Bolinas Marine Lab and dock.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202036</td>
<td>Dominican University</td>
<td>Library</td>
<td>$15,156.00</td>
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<tr>
<td></td>
<td>Annual maintenance/service agreement for shared Millenium services.</td>
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<td></td>
</tr>
<tr>
<td>P0202052</td>
<td>Poor Ann’s Press</td>
<td>Logistics</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Print services for overflow printing work.</td>
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<tr>
<td>P0202053</td>
<td>Cheri Pratt</td>
<td>Logistics</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Newspaper review services for the College.</td>
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<tr>
<td>P0202054</td>
<td>Reliable Distribution, Inc</td>
<td>Logistics</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Distribution services for the Fall 2008 schedules.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202065</td>
<td>Marie Judson</td>
<td>Logistics</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Program development services for the Career Education program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------</td>
<td>----------------</td>
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</tr>
<tr>
<td>P0202075</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$20,450.00</td>
</tr>
</tbody>
</table>
|                  | Legal services for Negotiations February 2008  
|                  | (CSEA $12,100; SEIU $3,150; UPM 5,200)   |                |           |
| P0202076         | Law Office of Larry Frierson             | District Wide  | $3,850.00 |
|                  | Legal services for February 2008.        |                |           |
|                  | (UPM Arbitration $1,350; UPM Arbitration $1,200; $1,300, Miscellaneous) | |           |
| P0202077         | Perry-Smith                              | District Wide  | $6,000.00 |
|                  | Bond financial review services, from July-December 2007 | |           |
| P0202078         | Marin County Registrar of Voters         | District Wide  | $160,519.90|
|                  | Election services for November 2007 election. | |           |
| P0202079         | Bay View Security                        | Maintenance    | $1,408.00 |
|                  | Installation and monitoring services for Miwok, Building 14, IVC, through 5/30/09. | |           |
| P0202081         | California State Personnel Board         | District Wide  | $1,077.26 |
|                  | Hearing services for 07-08.              |                |           |
| P0202098         | S&C Ford of San Francisco               | Maintenance    | $1,608.36 |
|                  | Repair/maintenance services for leaky valve on 1997 Ford E250 Vehicle #56, includes parts and labor. | |           |
| P0202110         | Ewing Consulting Services                | Human Resources| $11,285.00|
|                  | Consulting services for Human Resources equity study. | |           |
| P0202114         | North Bay Professional Official’s, Inc   | Physical Education | $4,410.00|
|                  | Umpiring services for baseball home games for 2008. | |           |
| P0202125         | Marin Independent Journal                | President’s Office  | $1,071.00|
|                  | Advertising services for the Diamond Center groundbreaking. | |           |
| P0202126         | Pacific Sun                              | President’s Office  | $1,182.22|
|                  | Advertising services for the Diamond Center groundbreaking. | |           |
| P0202161         | Easy Permit Postage                      | Community Education | $7,025.00|
|                  | Mailing services, Bulk 53mailing, for Summer 2008 Community Education Schedule. | |           |
| P0202162         | Community College League Of California   | President’s Office  | $1,458.33|
|                  | Online database services for administration. | |           |

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201938</td>
<td>WK Meellan Company</td>
<td>Maintenance-Grounds</td>
<td>$3,340.00</td>
</tr>
<tr>
<td></td>
<td>Installation services for ramp and two walkways for the PE Portables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201948</td>
<td>Mary Grillo</td>
<td>Vocational Programs</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>
### Agreement Number | Vendor/Description | Location/Dept. | Amount
---|---|---|---
| P0201950 | Francine Cunnie | Vocational Programs | $2,500.00
|  | Event support services for IVC Career Fair, organize, market and facilitate Career Day. |
| P0201965 | Barbara Garfien | President’s Office | $2,050.00
|  | Support services for President’s Office. |
| P0202006 | Fran Cunnie | Vocational Programs | $2,500.00
|  | Event managing services for IVC Career Fair, organize, market and facilitate Career Day, for 3/19/08. |
| P0202007 | Camille Madfes | Vocational Programs | $1,500.00
|  | Event support services for IVC Career Fair, organize, market and facilitate Career Day, for 3/19/08. |
| P0202023 | Assessment Technologies Institute, LLC | Health Sciences | $2,770.00
|  | Online testing services for Register Nursing Preparation for NCLEX examinations, for 42 students. |
| P0202064 | Perfect Timing | Learning Resources Center | $4,110.14
|  | Temporary services for Learning Resource Center. |
| P0202151 | Essanay Film & Television | President’s Circle | $5,800.00
|  | Production services for President’s Circle video. |
| P0202163 | Assessment Technologies Institute, LLC | Health Sciences | $2,150.85
|  | Online testing services for Register Nursing students on May 30th and June 7th for the RN Program applicants. |

### Capital Outlay

| Agreement Number | Vendor/Description | Location/Dept. | Amount
---|---|---|---
| P0202111 | George Dedekian Architects | District Wide | $1,912.80
|  | Consulting services for New Fine Arts building ADA requirements. |
| P0202112 | Sally Swanson Architects, Inc | District Wide | $1,000.00
|  | Consulting access compliance services. |

### Measure C

| Agreement Number | Vendor/Description | Location/Dept. | Amount
---|---|---|---
| P0201912 | Accountemps | Measure C | $4,800.00
|  | Temporary services for Payroll, while staff is being trained on Banner system. |
| P0201913 | Office Team | Measure C | $2,200.00
<p>|  | Temporary services for Payroll, while staff is being trained on Banner system. |</p>
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201927</td>
<td>Sungard SCT, Inc</td>
<td>Measure C</td>
<td>$5,750.00</td>
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<tr>
<td></td>
<td>Training and Implementation service for Banner System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201928</td>
<td>Sungard SCT, Inc</td>
<td>Measure C</td>
<td>$4,658.00</td>
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<tr>
<td></td>
<td>Annual maintenance and support service for Banner System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201952</td>
<td>San Rafael Laundry</td>
<td>Measure C</td>
<td>$2,100.00</td>
</tr>
<tr>
<td></td>
<td>Linen services for the PE portables for 2/28/08-6/30/2008.</td>
<td></td>
<td></td>
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<tr>
<td>P0201955</td>
<td>Keiser Corporation</td>
<td>Measure C</td>
<td>$1,040.00</td>
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<tr>
<td></td>
<td>Moving services for PE Portables project, disassembly and reassembly of PE equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202139</td>
<td>Balance Workout</td>
<td>Measure C</td>
<td>$4,800.00</td>
</tr>
<tr>
<td></td>
<td>Rental services for Campus aerobic classes.</td>
<td></td>
<td></td>
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<tr>
<td>P0202140</td>
<td>Benjamin’s Pacific Trends</td>
<td>Measure C</td>
<td>$2,586.00</td>
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<tr>
<td></td>
<td>Installation services for awning unit 3 for the PE portables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202141</td>
<td>Marin Sanitary Services</td>
<td>Measure C</td>
<td>$1,288.00</td>
</tr>
<tr>
<td></td>
<td>Trash removal services for February 2008.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
April 15, 2008

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves: $17,789,000
- Expended to date: $30.6 million (12% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $21.4 million
  - Construction $ 3.7 million

- Summary of modernization items in agenda
  - Four (4) no-cost professional services amendments
  - One (1) revision to bond spending plan, no net change to bottom line
  - One (1) project to approve and authorize bidding
  - Three (3) new short form professional services agreements
  - Seven (7) professional services amendments with associated cost
  - One (1) award of construction contract
  - Two (2) construction change orders

- Net value of contracts / changes / amendments in this agenda: $334,677

(Not counting new construction contract, whose value is yet to be determined)

Note: an update on major bond commitments (> $100,000) is attached to this report as an information item.

CURRENT MAJOR PROJECTS - BOARD UPDATE/ACTION SCHEDULE

1. IVC Main Building
   Approve project, authorize bidding
   May 13

2. TransTech Complex
   Approve project, authorize bidding
   May 13

3. Fine Arts Building
   Final design review
   TBD

4. Performing Arts Building
   Design development update
   TBD

5. Science/Math/Central Plant
   Final design review
   TBD

6. PE Complex
   In construction, no Board action pending

CONSTRUCTION SCHEDULES (2008 ff.) (major projects are listed in bold)

2008

- KTD PE Complex:
  Started: March 2008 – June 2009

- KTD, IVC Geothermal Fields:

- Greenhouse KTD to IVC:
  Approved: Spring – Summer 2008
Marin Community College District  
Measure C Bond Modernization Program

- IVC Parking Lot & Bioswale: Approved: Spring – Summer 2008 (DSA pending)
- IVC 12kV Utility Extension: Approved: Spring – Summer 2008 (DSA pending)
- KTD PE Photovoltaics: Approved: Summer 2008 (DSA pending)
- KTD West Bridge: Approved: Summer 2008 (DSA pending)
- KTD SMCP Utility Project: Approved: Summer 2008 (DSA pending)
- IVC creek erosion mitigation: Approval pending: Summer 2008 (permits pending)
- IVC Main Building Complex: Approval pending: Summer 2008 – Fall 2009 (DSA pending)

Beyond:

- KTD Demo (Dickson, D/L, DSPS): Winter 2008/09
- KTD Fine Arts Building: Spring 2009 – Fall 2010
- KTD Performing Arts Building: Fall 2010 – Spring 2012
- KTD Gateway Complex: Summer 2011 – Winter 2013

Final Project Proposal (FPP) revisions and request for reconsideration of enrollment projections have been submitted to State Chancellor’s Office.

OTHER INITIATIVES

- Project Stabilization Agreement: In negotiation with trade unions
- Prequalification of contractors: First prequalification underway
- Furniture, fixtures, equipment: Proceeding
- Swing space/relocation: Proceeding
- Campus parking plans: Next Parking Task Force meeting April 23
Marin Community College District  
Measure C Bond Program  
Large Commitments - Status Report April 2008

This report describes all Measure C commitments exceeding $100,000, sorted by type, rounded to the nearest thousand dollars. This report does not indicate expenditures against these contracts except as noted.

<table>
<thead>
<tr>
<th>Primary Architects</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Anshen + Allen</td>
<td>$630,000</td>
</tr>
<tr>
<td>Original architect for Science/Math/Central Plant Complex</td>
<td></td>
</tr>
<tr>
<td>ED2 International Architects/Planners</td>
<td>$6,950,000</td>
</tr>
<tr>
<td>Current architect for Science/Math/Central Plant Complex</td>
<td></td>
</tr>
<tr>
<td>Hardison, Komatsu, Ivelich &amp; Tucker (HKIT)</td>
<td>$1,680,000</td>
</tr>
<tr>
<td>Architect for Transportation Technology Complex</td>
<td></td>
</tr>
<tr>
<td>Kwan Henmi Architecture/Planning, Inc.</td>
<td>$2,017,000</td>
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<tr>
<td>Architect for Diamond PE Complex</td>
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<tr>
<td>Marcy Wong &amp; Donn Logan Architects (MWDL)</td>
<td>$3,452,000</td>
</tr>
<tr>
<td>Architect for Fine and Performing Arts Buildings</td>
<td></td>
</tr>
<tr>
<td>Steinberg Architects</td>
<td>$1,743,000</td>
</tr>
<tr>
<td>District architect for planning and special support</td>
<td></td>
</tr>
<tr>
<td>VBN Architects</td>
<td>$1,999,000</td>
</tr>
<tr>
<td>Architect for New Main Building, IVC</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional Services Consultants</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfa Tech Cambridge</td>
<td>$1,972,000</td>
</tr>
<tr>
<td>Mechanical/Electrical/Plumbing and Technology engineering</td>
<td></td>
</tr>
<tr>
<td>Amy Skewes/Cox</td>
<td>$618,000</td>
</tr>
<tr>
<td>Environmental concerns / CEQA compliance</td>
<td></td>
</tr>
<tr>
<td>CCS Group</td>
<td>$134,000</td>
</tr>
<tr>
<td>State funding support</td>
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</tr>
<tr>
<td>CSW/Stuber-Stroeh</td>
<td>$1,418,000</td>
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<tr>
<td>Civil engineering</td>
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<tr>
<td>Degenkolb Engineers</td>
<td>$304,000</td>
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<tr>
<td>Structural engineering</td>
<td></td>
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<tr>
<td>Fugro West, Inc.</td>
<td>$243,000</td>
</tr>
<tr>
<td>Geotechnical engineering</td>
<td></td>
</tr>
</tbody>
</table>

* Gray highlighting indicates closed or completed contract; amount shown is final actual expenditure
Marin Community College District
Measure C Bond Program
Large Commitments - Status Report April 2008

Kate Keating Associates  $263,000
   Signage standards and design

Kleinfelder, Inc.  $273,000
   Testing and inspection

Ninyo & Moore  $341,000
   Industrial hygiene / hazardous materials

Royston, Hanamoto, Alley & Abbey  $733,000
   Landscape architecture

Sandis Humber Jones  $139,000
   Land surveying

Management / Special Services  $15,501,000

Division of the State Architect  $520,000
   Design review fees

Ford Graphics  $241,000
   Reproduction services

Jose Nunez  $174,000
   Interim Director of Modernization

Miller Brown & Dannis  $183,000
   Legal services

Mobile Modular Management Co.  $247,000
   Portable leases

Quali-Con Enterprise, Inc.  $275,000
   Construction inspection

Swinerton Management & Consulting  $13,487,000
   Program, project and construction management

Transitions  $374,000
   Furniture, fixtures and equipment disposal and acquisition

Remaining (Uncommitted) Architect/Consultant Funds  $2,200,000
<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Software Licensing Agreements &amp; Support; Bond-Funded Equipment</strong></td>
<td>$4,016,000</td>
</tr>
<tr>
<td>JPK Micro Supply, Inc. Computers</td>
<td>$157,000</td>
</tr>
<tr>
<td>SEHI Computer Products Computers</td>
<td>$142,000</td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td>$18,702,000</td>
</tr>
<tr>
<td>Alten Construction</td>
<td>$10,400,000</td>
</tr>
<tr>
<td> Diamond PE Complex Modernization</td>
<td></td>
</tr>
<tr>
<td>American Services Company</td>
<td>$224,000</td>
</tr>
<tr>
<td> Austin Science Center Roof Repair</td>
<td></td>
</tr>
<tr>
<td>Bay Pacific Pipelines Gas Main Replacement</td>
<td>$270,000</td>
</tr>
<tr>
<td>Ghilotti Bros, Inc. Larkspur Annex Demolition</td>
<td>$759,000</td>
</tr>
<tr>
<td>Kingsborough Atlas Tree Surgery, Inc. Tree removal project</td>
<td>$261,000</td>
</tr>
<tr>
<td>Maggiora &amp; Ghilotti Gas Main Replacement</td>
<td>$409,000</td>
</tr>
<tr>
<td>Nema Construction PE portables installation</td>
<td>$520,000</td>
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<tr>
<td>TMP Services, Inc. Ramps for PE portables</td>
<td>$108,000</td>
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<tr>
<td>Treemasters IVC Fire Mitigation</td>
<td>$636,000</td>
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<tr>
<td>Trison Construction Geothermal Fields</td>
<td>$5,000,000</td>
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<tr>
<td>Western Roofing Service Porno 4 Roof Replacement</td>
<td>$115,000</td>
</tr>
</tbody>
</table>
Marin Community College District  
Measure C Bond Program  
Large Commitments - Status Report April 2008

<table>
<thead>
<tr>
<th>Staff</th>
<th>$634,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classified Overtime</td>
<td>$118,000</td>
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<tr>
<td><em>Special services provided by M&amp;O staff as needed</em></td>
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</tr>
<tr>
<td>Rick Sapanaro</td>
<td>$101,000</td>
</tr>
<tr>
<td><em>Interim Director of Technology (Banner)</em></td>
<td></td>
</tr>
<tr>
<td>Theo Sedie</td>
<td>$127,000</td>
</tr>
<tr>
<td><em>Bond program accountant</em></td>
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</tr>
<tr>
<td>V-Anne Chernock</td>
<td>$288,000</td>
</tr>
<tr>
<td><em>Director of Modernization</em></td>
<td></td>
</tr>
</tbody>
</table>
Parking Task Force
The Parking Task Force will hold its fourth meeting on Wednesday, April 23, 2008. Approximately half of the task force’s recommendations have been finalized by consensus of the group in attendance on March 12.

LEED
Architects for the bond building projects continue to refine their LEED checklists. The contractor for the PE Building has received instructions for implementing LEED credits during construction.

Presidents Climate Commitment
No action this month

CCC Board of Governors
The California Community Colleges Board of Governors has adopted an Energy and Sustainability Policy for the state’s 109 community colleges. The District will study and refine its current and planned energy and sustainability initiatives in light of this new policy.

Renewable Energy
The Board Ad Hoc Subcommittee discussed renewable energy options at its March 17 meeting.
# COMET Project Status Report

**April 15, 2008**

## Tasks Planned for the Previous Period

<table>
<thead>
<tr>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDI for E-Learning (WebCT) Continues through March</td>
</tr>
<tr>
<td>TouchNet Payment Gateway Implementation Begins – Week of 3/3/08</td>
</tr>
<tr>
<td>Banner Student Consulting – Prep for Mock Registrations – Week of 3/10/08</td>
</tr>
<tr>
<td>Luminis Portal Functional Review – 3/14/08</td>
</tr>
<tr>
<td>Banner Financial Aid Go-Live Consulting – Week of 3/17/08</td>
</tr>
</tbody>
</table>

## Current Status

<table>
<thead>
<tr>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDI for E-Learning (WebCT) In Progress</td>
</tr>
<tr>
<td>TouchNet Payment Gateway Implementation In Progress</td>
</tr>
<tr>
<td>Banner Student Consulting and Mock Registration 1 Completed</td>
</tr>
<tr>
<td>Luminis Portal Functional Review Completed</td>
</tr>
<tr>
<td>Banner Financial Aid Go-Live Consulting Completed</td>
</tr>
</tbody>
</table>
COMET Project Status Report
April 15, 2008

Tasks Planned for the Next Period

- Mock Registration 2 – Week of 4/7/08
- Luminis Portal Production Readiness Review – Week of 4/14/08
- Banner Student Go-Live Preparation – Week of 4/21/08
- BANNER STUDENT and LUMINIS PORTAL GO-LIVE! – WEEK OF 4/28/08
- Banner Student Go-Live Consulting Support – Weeks of 4/28/08 and 5/5/08
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>April 15, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.13.E</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INFORMATION**

| SMC Quarterly Report 4Q 2007 |

**BACKGROUND:**

The following bond program item is presented herein for Board information:

- SMC Quarterly Report for period ending December 31, 2007

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

For information only.

---

**Administrator Initiating Item**

V-Anne Chernock
Director of Modernization

**Administrator Approving Item**

Albert J. Harrison II
Vice President, College Operations
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Renewal of Agreement with Alameda County Medical Center for Registered Nursing and Allied Health Student Programs

Date: April 15, 2008
Item & File No. B.13.F

Reason for Board Consideration: Enclosure(s):

INFORMATION Agreement

BACKGROUND:

The College has had an agreement with the Alameda County Medical Center since 1992 to provide clinical training experience at their facility for the College’s Registered Nursing and other Allied Health program students. The previous agreement expired in December 2007. The Director of Health Sciences began working on a replacement agreement in November 2007 in anticipation of student placements for the Spring Semester. The attached agreement was obtained on March 12, too late for the March 18 Board meeting. Nursing preceptor placements were necessary in March, prior to the April 15 meeting. The attached agreement runs through December 31, 2010 and is the same as the previous agreement with the exception of new dates. School & College Legal Services reviewed the agreement in 2005. The insurance requirements are appropriate when compared recent clinical agreements reviewed by the College’s risk advisor, Keenan and Associates.

Board Policy 6.0013 Contracts, allows the Superintendent/President or designee, under certain conditions, to approve contracts or agreements that do not obligate the District financially, prior to presentation to the Board of Trustees. The approval of this agreement was necessary in order to prevent loss of educational opportunities for our nursing students.

The attached agreement with Alameda County Medical Center is provided to the Board of Trustees for information purposes.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
AFFILIATION AGREEMENT
BETWEEN
ALAMEDA COUNTY MEDICAL CENTER
AND
MARIN COMMUNITY COLLEGE DISTRICT
FOR
NURSING AND PARA-PROFESSIONAL EDUCATION PROGRAMS

THIS AFFILIATION AGREEMENT is made and entered into this _____ day of, _____, 2008 by and between The Alameda County Medical Center, a Public Hospital Authority, on behalf of it's hereinafter referred to as "ACMC" and Marin Community College District hereinafter referred to as "School", with reference to the following facts:

WITNESSETH:

WHEREAS, School conducts Registered Nursing and Para-Professional education programs (hereafter referred to collectively as the Program) which includes, but is not necessarily limited to, registered nursing, medical assistant, and emergency medical students programs, all for students of the School, (which students are hereinafter collectively referred to as "STUDENT AND TRAINEES") and desires access to facilities in which STUDENT AND TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, AMC maintains facilities which can be used to furnish clinical experience to STUDENT AND TRAINEES, and AMC desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that STUDENT AND TRAINEES obtain their clinical experience at AMC'S facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL

School agrees that it shall:

A. Establish the educational goals and objectives of its education programs in a manner consistent with regulatory standards and requirements set forth by for program accreditation and ACMC. Such goals and objectives shall reflect ACMC's and School's commitment to providing education and training Programs to students and student and trainees.

B. Designate a member of faculty to provide coordination, oversight and direction of students and student and trainees' educational activities and assignments while at ACMC. Such person shall be the Program Director and shall also act as liaison with ACMC.
C. Cooperate with ACMC in coordinating and reviewing student and trainee schedules while at ACMC. School shall ensure that its students and student and trainees education programs provide appropriate supervision.

1. STUDENT AND TRAINEES shall be supervised by School’s faculty in such a way that STUDENT AND TRAINEES assume progressively increasing responsibility according to their level of education, ability, and experience. The School’s faculty shall determine the level of responsibility accorded to each student and trainee.

2. School shall ensure that each of its Programs establishes formal policies governing the training hours for STUDENT AND TRAINEES to promote education.

3. Schools shall review resources available in relation to the Program’s written learning objectives regularly and in the event that either resources or objectives change, student placement shall commence only when resources and objectives are compatible.

D. Provide the names of STUDENT AND TRAINEES and their assignments to ACMC before the semester begins to allow for convenient planning of student schedules.

E. Develop and implement a mechanism for determining evaluation of the performance of STUDENT AND TRAINEES to include, where appropriate, input from ACMC.

F. Maintain records and reports concerning the education of STUDENT AND TRAINEES time spent in the various educational activities referred to in this Agreement, as may be required by ACMC or for compliance with the regulations, guidelines, and policies.

I. Require assigned STUDENT AND TRAINEES to:

1. Comply with ACMC’S by laws & Rules and Regulations, ACMC’S policies, procedures and guidelines, state and federal laws and regulations, and the standards and regulations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO")

2. Participate, to the extent scheduled or otherwise requested by ACMC and approved by School, in activities and assignments that are of educational value and that are appropriate to the course and scope of Program.

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by the ACMC. The medical record shall, at all times, remain the property of the ACMC.
II. RESPONSIBILITIES OF ACMC.

ACMC agrees that it shall:

A. Maintain adequate staff, at its premises located at Highland Hospital 1411 East 31st Street, Oakland, CA 94602 and other ACMC facilities as needed, to meet the patient needs and educational goals and objectives of the School's Program in a manner consistent with the standards.

B. ACMC shall conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All STUDENT AND TRAINEES shall receive instruction in quality assurance/performance improvement. To the degree possible and in conformance with state law, STUDENT AND TRAINEES shall participate in appropriate components of ACMC'S quality assurance/performance improvement program.

2. Should ACMC enroll in Preceptorship Practicum (as that term is defined by the Board of Registered Nursing), program retains overall responsibility for instruction, supervision, evaluation and coordination. Preceptor will provide daily supervision of student. Preceptor and school will each provide student with written evaluation.

C. Designate, after consultation with School, a person to coordinate STUDENT AND TRAINEES' activities while at ACMC. Such person shall be the Program Coordinator and shall act as liaison with School. The name of ACMC'S Program Coordinator shall be provided to School's Program Director.

D. Implement schedules for STUDENT AND TRAINEES in conjunction with School's Program Director and in accordance with Program's educational goals and objectives.

1. ACMC shall ensure the Program's educational goals. STUDENT AND TRAINEES' learning objectives shall not be compromised by reliance on STUDENT AND TRAINEES to fulfill institutional service obligations.

E. Protect the health and safety of STUDENT AND TRAINEES on rotation at ACMC'S health facility by providing each STUDENT AND TRAINEE with the following:

1. Orientation of the type and scope provided by ACMC to its new employees, including, but not limited to, information about ACMC'S security measures, fire safety and disaster protocols, physical plant, policies and procedures, regulations, and any additional recommended personnel safety and security precautions;
2. Instruction in ACMC's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in ACMC's protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of STUDENT AND TRAINEE in the event of a needle stick injury to or other exposure of STUDENT AND TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immune-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. The initial care and administration of testing and prophylactic therapy shall be paid for by ACMC. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals.

F. Maintain its license as a general acute care facility and comply with all applicable laws, regulations, JCAHO. ACMC shall notify School within five days of receipt of notice that ACMC is not in compliance with any such laws, regulations, JCAHO.

G. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of School.

H. With respect to any professional services performed by STUDENT AND TRAINEES under this Agreement, ACMC agrees to inform School and its Program Director in writing as follows:

1. Immediately upon initiation of an investigation of a TRAINEE or School's faculty member.

2. Within ten days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or School's faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a School faculty member or TRAINEE has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank or any applicable California State Board in which a School faculty member or TRAINEE is named.

5. Adopt, publish and provide Appropriate security measures to protect STUDENT AND TRAINEES in all locations, including but not limited to,
parking facilities, hospital and institutional grounds, and related clinical facilities

III. COMPENSATION.

A. ACMC shall not compensate STUDENT AND TRAINEES, or Instructors

IV. STATUS OF STUDENT AND TRAINEES.

A. During the period in which a STUDENT AND TRAINEE is assigned to the ACMC, the STUDENT AND TRAINEE shall be under the direction and control of the ACMC Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by School and ACMC that STUDENT AND TRAINEES are present at ACMC'S facilities to participate in activities and assignments that are of educational value to STUDENT AND TRAINEES, and that are appropriate to the course and scope of School's Program and consistent with the requirements of the School.

C. School and ACMC shall endeavor to provide that STUDENT AND TRAINEES have the opportunity to:

1. Develop a program of learning to foster continued professional growth with guidance from the teaching staff.

2. Participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility, as determined by ACMC.

3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other STUDENT AND TRAINEES and students.

V. ASSIGNMENT OF STUDENT AND TRAINEES.

Commencing on the date of execution of this Agreement School shall assign STUDENT AND TRAINEES for rotation at ACMC'S facilities as mutually agreed by the parties in writing.
VI. **DISCRIMINATION - PROHIBITION.**

School and ACMC agree not to discriminate in the selection or acceptance of any student and TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law.

VII. **TERM.**

The term of this Agreement shall be from March 1, 2008 through December 31, 2010.

VIII. **TERMINATION.**

A. **Termination Without Cause.** Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the STUDENT AND TRAINEES' rotation, whichever is greater.

B. **Termination For Cause.** In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

IX. **INSURANCE.**

A. **SCHOOL** shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of one million dollars ($1,000,000) per occurrence, with a general aggregate of three million dollars ($3,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this agreement.

2. General Liability Self-Insurance Program with a limit of five million dollars ($5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
It should be expressly understood, however, that the coverage's required under this Section IX.B.1 and 2 shall not in any way limit the liability of School.

The coverage's referred to under paragraph 2 of this Section IX.B. shall include ACMC as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of School, its officers, agents, STUDENT AND TRAINEES, and/or employees. School, upon the execution of this Agreement, shall furnish ACMC with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to ACMC of any modification, change or cancellation of any of the above self-insurance coverage's.

X. INDEMNIFICATION.

A. School shall defend, indemnify and hold ACMC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, or STUDENT AND TRAINEES.

B. ACMC shall defend, indemnify and hold School, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ACMC, its officers, employees, or agents.

XI. COOPERATION IN DISPOSITION OF CLAIMS.

ACMC and School agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. School shall be responsible for discipline of STUDENT AND TRAINEES in accordance with School's applicable policies and procedures.

To the extent allowed by law, ACMC and School shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either ACMC or School to disclose any peer review documents, records or communications.
which are privileged under Section 1157 of the California Evidence Code, under the
Attorney-Client Privilege or under the Attorney Work-Product Privilege.

result of performance under this Agreement shall be and shall remain the property of
ACMC. Both during and after the term of this Agreement, School shall be permitted to
inspect and/or duplicate, at School's expense, any individual charts or records which are:
(1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to
any disciplinary action; and/or (3) for educational or research purposes. Such inspection
and/or duplication shall be permitted and conducted pursuant to commonly accepted
standards of patient confidentiality in accordance with applicable federal, state and local
laws.

XIII. ARBITRATION

In the event of any dispute arising between the parties concerning the interpretation or
enforcement of the provisions of this Agreement, the parties agree to first attempt in good
faith to resolve the dispute between themselves. If the parties are unable to resolve the
dispute within thirty (30) days, then all matters in controversy shall be submitted to
arbitration pursuant to California Code of Civil Procedure section 1280, et seq., using the
offices of the American Arbitration Association. Arbitration shall be initiated by either	party making a written demand for arbitration on the other party. Unless the parties can
agree on a single arbitrator within ten (10) days from the receipt of the written demand
for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt
of the written demand for arbitration. Within seven (7) days of the appointment of two
arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either	party to an arbitration may seek judicial review by way of a petition to the court to
confirm, correct or vacate an arbitration award pursuant to the provisions of Code of
Civil Procedure sections 1285 and 1294.2.

XIV. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused
by reason of any occurrence or contingency beyond its reasonable control, including, but
not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots,
earthquakes, or other acts of nature. The obligations and rights of the party so excused
shall be extended on a day-to-day basis for the time period equal to the period of such
excusable interruption. In the event the interruption of a party's services continues for a
period in excess of thirty (30) days, the other party shall have the right to terminate this
Agreement upon ten (10) days' prior written notice to the other party.

XV. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such
action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the
losing party or, in the case of an arbitration, as determined by the arbitrator.
XVI. **ASSIGNMENT.**

Neither **ACMC** nor **School** shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. **ACMC** may not assign STUDENT AND TRAINEES to locations other than those described in Section II.A. without the prior written consent of **School**.

XVII. **SEVERABILITY.**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XVIII. **WAIVER.**

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XIX. **EXHIBITS.**

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XX. **MODIFICATIONS AND AMENDMENTS.**

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. **ACMC** and **School** agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XXI. **ENTIRE AGREEMENT.**

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXII. **GOVERNING LAW.**
This Agreement shall be governed in all respects by the laws of the State of California.

**XXIII. NOTICES.**

All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

**Alameda County Medical Center**
1411 East 31st Street
Oakland, CA 94602
Attention: Chief Nurse Executive

**School Name:** Marin Community College District  
**Attn:** Al Harrison, VP of College Operations  
**Address:** 835 College Avenue  
**City:** Kentfield  
**State:** CA  
**Zip:** 94904
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Marin County Community College District

Al Harrison, VP of College Operations
Marin Community College District

835 College Avenue
Address

Kentfield, CA 94904
City, State, Zip Code

Tax I.D. Number: ____________________________

Telephone No.: (415) 456-5086
March 18, 2008
Date: ____________________________

ALAMEDA COUNTY MEDICAL CENTER
A PUBLIC HOSPITAL AUTHORITY

Wright L. Lassiter, III
Chief Executive Officer

3/26/2008
Date

Approved via email 2/19/08
Mary Ellyn Gormley
County Counsel, ACMC
Insurance Requirements for Professional Services Contracts

Contractor: You are required to provide evidence of insurance shown for the category selected below. Please provide a copy of this form to your Insurance Agent(s).

**Contractor: Use Category that applies to your organization**
- [ ] Independent Contractor contract under $10,000 or Employee Contractor, any contract amount
  - 1411 Use Category A
- [ ] Independent Contractor (No Employees) over $10,000 - Use Category B
- [ ] Independent Contractor w/employees, Corporation, Partnership, LLC, Public Entity, Non-Profit Agency, CBO’s - Use Category C

### CATEGORY A MINIMUM REQUIREMENTS

- **Automobile Liability**<sup>(6)</sup>
  - Minimum Limit 15/30/10

- **Professional Liability**<sup>(5)</sup>
  - Medical $1,000,000/$3,000,000
  - Other $1,000,000/$1,000,000
  - OR

- **Errors and Omissions Insurance**<sup>(5)</sup>
  - $1,000,000

### CATEGORY B MINIMUM REQUIREMENTS

- **Commercial General Liability**
  - Minimum Limit $1,000,000 CSL
  - Additional Insured Endorsement

- **Professional Liability**<sup>(3)</sup>
  - Medical $1,000,000/$3,000,000
  - Other $1,000,000/$1,000,000
  - OR

- **Errors and Omissions Insurance**<sup>(3)</sup>
  - $1,000,000

- **Automobile Liability**<sup>(6)</sup>
  - Minimum Limit $1,000,000 CSL

### CATEGORY C MINIMUM REQUIREMENTS

- **Commercial General Liability**
  - Minimum Limit $1,000,000 CSL
  - Additional Insured Endorsement
  - Exclude “Exclusion” S2013 & S2005<sup>(5)</sup>

- **Automobile Liability**
  - Minimum Limit $1,000,000 CSL<sup>(6)</sup>
  - Any Auto or Non-owned or Hired

- **Professional Liability**<sup>(5)</sup>
  - Medical $1,000,000/$3,000,000
  - Other $1,000,000
  - OR

- **Errors and Omissions Insurance**<sup>(5)</sup>
  - [ ] $1,000,000/3,000,000
  - [ ] Contract Limit $ __________

- **Workers’ Compensation**
  - Statutory or $1,000,000
  - Employers’ Liability $100,000 (minimum)

### MISCELLANEOUS REQUIREMENTS
(May apply to any category)
- [ ] Fidelity Bond $ __________
- [ ] Crime Insurance $ __________
- [ ] Other __________ Limit $ __________

Form PR01-00
II. Additional Requirements and/or Conditions

1. **All Insurance Certificates** showing proof of insurance must include a 30-day notice of Cancellation. (Except Personal Automobile may show a minimum of 10 days).

2. **Additional Insured Endorsement** shall name the County of Alameda, its Board of Supervisors, officers, agents, employees, and Alameda County Medical Center* its Board of Trustees, officers, agents, and employees as Additional Insureds with respect to services being provided. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.

*Certificates of insurance may indicate: “County of Alameda and Alameda County Medical Center as Additional Insured”. This is acceptable provided that the actual endorsement to the policy is worded correctly. This is also encouraged if you have contracts with other Alameda County Medical Center Departments.

3. **Professional Liability** or Errors and Omissions Insurance is required when contractor is required to be either licensed or certified to practice their trade or profession. *Behavioral Science MD’s minimum limit $1,000,000/$1,000,000 is acceptable.

4. Commercial General Liability coverage shall be equivalent to ISO form CG O1 O1 96.

5. All Commercial General Liability policies must include Personal Injury coverage.

Remove “Exclusion” S2013 & S2005. These endorsements exclude coverage for Sexual Harassment, abuse, and molestation, and are required to be removed, if attached, from liability policies where the contractor is providing services to the County’s clients and/or community.

6. Commercial/Business Automobile Liability shall be equivalent to ISO form CA 00 01 06 92. Independent contractors or employee contractors may provide evidence from their personal automobile insurance company. If use of an automobile while servicing the contract is incidental or minimal, the contractor may submit a copy of their personal automobile declaration page if they incur problems obtaining a certificate.

7. Contractors that hire vehicles or have employees or volunteers that use their personal vehicles shall provide non-owned automobile liability coverage.

8. If contractor is providing transportation services e.g. transporting clients or goods, $1,000,000 automobile liability and an additional insured endorsement is required. This requirement is automatic if the transportation condition applies.

9. For Contracts over $25,000 insurance companies shall have a minimum Best Rating of A- VII or subject to approval by Risk Management. Risk Management must review all contracts over $25,000.

10. If contractor is self-insured for any of the required coverages, contractor must submit evidence satisfactory to the County of contractor’s financial ability to respond to losses or claims for each self-insured coverage. Governmental Agencies may provide a letter of self-insurance.

11. Professional Liability Deductibles: Risk Management must approve Deductibles over $25,000.

12. Contractors are responsible for payment of all insurance deductibles.
13. Contractor's insurance must be primary to any other insurance available to the Alameda County Medical Center with respect to any claim arising out of this contract or agreement.

Address Certificate of Insurance to: Alameda County Medical Center, Materials Management Division
1411 East 31st Street
Oakland, CA 94602
Attention: Contract Administration
Exhibit C
Marin Community College District

HOSPITAL MISSION STATEMENT

Alameda County Medical Center is committed to maintaining and improving the health of all County residents, regardless of their ability to pay.

The Medical Center will provide comprehensive, high quality medical treatment, health promotion and health maintenance through an integrated system of the hospitals, clinics, and health services staffed by individuals who are responsive to the diverse cultural needs of our community.

The Medical Center, as a training institution, is committed to maintaining an environment that supportive of a wide range of educational programs and activities. Education of medical students, interns, residents, continuing education for medical, nursing and other staff along with medical research, are all essential components of our environments.

BOMB THREAT

Instructions: Be calm, be courteous, listen, and do not interrupt the caller. Notify supervisor/security by a prearranged signal while caller is on line.

Obtain the following information:

Where is the device? Attempt to ascertain the exact location.

When is the device scheduled to detonate? Ask this question only if the caller has not so stated.

What type of device is it? Attempt to find out what it looks like and the type of explosive, i.e., dynamite, gunpowder, incendiary.

Why did you plant the device?

When did you plant the device?

WHO TO NOTIFY

The employee receiving the bomb threat call, after recording all of the information received, should notify the Chief Operating Officer, or Chief Executive Officer, or Assistant Hospital Administrator.

- Highland Campus – 510-437-4100 Sheriff’s Department

- John George Pavilion – 510-481-4144 Sheriff’s Department (Eden Substation)

- Fairmont Campus – 510-481-4144 Sheriff’s Department (Eden Substation)

GENERAL SAFETY/BACK SAFETY - 44354

Policy Statement: An awareness of safe work practices and conditions are of great importance to maintain a safe
healthful work environment.

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<thead>
<tr>
<th>General Procedure</th>
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<tbody>
<tr>
<td>• Report any unsafe conditions or acts</td>
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<tr>
<td>• Open doors carefully</td>
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<tr>
<td>• Walk, don’t run</td>
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<tr>
<td>• Always use proper tools and equipment on the job</td>
</tr>
<tr>
<td>• Wear appropriate clothing for the job, including protective equipment and attire when procedures call for it.</td>
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**SMOKING POLICY**

Alameda County Medical Center is a non-smoking facility. Employees and visitors who smoke must do so outside the building in designated areas.

Compliance with our non-smoking policy is enforced by local ordinance and by regulations imposed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

Patients who smoke are given permission by their physicians to smoke outside of the building. Ambulatory patients may walk outside. Non-ambulatory patients with permission from their physician may leave via wheelchair and escorted by staff.

**CODE BLUE**

Code Blue is a life-threatening emergency involving any individual who is in urgent need of medical attention. Immediate action must be taken to summon assistance.

At Highland Campus:
- Dial 510-437-4100 or x44100
- Say Code Blue and the exact location of the emergency (i.e. digits of the room number or location of patient in distress and nursing station if applicable).
- The operator will announce Code Blue and the exact location over the paging system.
- A Code Blue Team will respond to this request for assistance.

At John George Pavilion:  
- Dial 911
- Give requested information

At Fairmont Campus:
- Dial 911
- Give specific directions to location

**CODE PINK**

Code Pink is used to ensure a timely and appropriate action of hospital staff when there is a suspected infant abduction. When a staff nurse is aware that the “alarm tag” has activated the system in accident or the situation is a False Alarm, notify the Sheriff’s Department AS SOON AS POSSIBLE. The Sheriff’s Department will coordinate with the security services to initiate traffic control and will contact the Administrator responsible for Security and the Oakland Police Department.

**CODE RED**

All employees are required to know the following information:
- Your specific roles in a fire
- The location of the fire equipment in your work area (fire alarm boxes, extinguisher, fire hoses)
- The evacuation route for your department

**Follow these immediate actions (RACE):**

- **Rescue**  
  Remove Patient from immediate fire hazard.

- **Alert**  
  Activate the nearest fire alarm box, close any doors.

- **Confine**  
  Contain the fire. Close all doors and windows around a fire to help contain the fire in a given location.

- **Extinguish**  
  Contain the fire. Close all doors and windows around a fire to help contain the fire in a given location.

These actions should be undertaken simultaneously – the important thing is to act quickly. All fires are to be reported no matter
In the event of a fire, the fire alarm system will ring and report at the switchboard. The operators will then page 904 and the location. Those areas of ACMC with no overhead page will be contacted via the revised "communications tree" or group pager. When the fire is out, or the drill is completed, the announcement over the paging system will be: "All clear on 904", and the communications tree" or group page initiated to signal ALL CLEAR.

**YELLOW ALERT (EMERGENCY PREPAREDNESS)**

- Have your Alameda County Medical Center identification badge with you at all times. This badge will allow you to get through a rodblock, purchase gasoline and get into the hospital during a disaster.
- Prepare your home and family for an earthquake. Designate a location for family members to wait for you to contact them.
- Keep your supervisor informed of any phone or address changes.

During a disaster, the PBX operator will page: "Attention please. Attention please. There is a Yellow Alert. Repeat there is a Yellow Alert. The Disaster Plan is in effect. All visitors please remain where you are and await instructions from our staff."

**During a Disaster, every employee must:**

- Return to your department or assigned work area unless you are to report to the Personnel Pool.
- Come to work if scheduled, if at all possible.
- Stay home if not scheduled for work. You will be called if you are needed.
- Enter the Medical Center through employee-designated entrances (i.e., front door, Vallecitos Lot, E Wing Lot, etc.)
- Wear your ACMC photo I.D. badge; it will be required to enter the Medical Center.

For complete details, refer to the Medical Center’s Disaster Plan.

**HAZARD COMMUNICATION (MSDS)**

**Purpose**

- Identify and evaluate the presence of hazardous substances in the workplace.
- Advise, educate and train employees on the presence of and proper use of hazardous substances.
- Reduce the incidence of chemical related occupational injuries and illnesses.
- Satisfy mandate by OSHA (Occupational Safety and Health Administration).

**Material Safety Data Sheets (MSDS)**

All hazardous chemicals must have and MSDS. MSDS’s are provided by the manufacturer of the chemical or product. However, if the producer does not provide an MSDS, the department’s manager becomes responsible for securing the MSDS. This can be done by requesting the MSDS directly from Material Management.

Remember, the MSDS is the resource for information on the hazardous substances. The MSDS contains information on spill procedures, exposure, first aid, hazardous properties if the chemical, etc.
### Spill Procedure

**A. Minor Spill** is a situation easily controlled and cleaned by the department and does not result in injury. The department does not require assistance from other departments. Refer to Safety Manual, Procedure Titled: *Hazardous Materials Spill*

Under 100ml – Employee follows MSDS instructions

**B. Major Spill** is a situation that cannot be controlled and results in injury and requires emergency assistance. In the event of a major hazardous material spill:

- Contact immediate supervisor
- Isolate contaminated area
- Activate the nearest fire alarm and call:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Telephone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highland Campus</td>
<td>510-437-4800 or x44000</td>
</tr>
<tr>
<td>John George Pavilion Campus</td>
<td>510-481-4144 or x54150</td>
</tr>
<tr>
<td>Fairmont Campus</td>
<td>510-437-4800 or x44000</td>
</tr>
</tbody>
</table>

### Restraints

**Definition:** Refers to either physical restraints or a drug that is being used as a restraint (chemical restraint)

**Clinical Policy Statement:** Restraints may only be used if needed to improve the patient's well-being and less restrictive interventions have been determined to be ineffective in protecting the patient and others from harm.

**Administrative (Law Enforcement) Restraints:**

The use of handcuffs or other restrictive devices applied by law enforcement officials is for custody, detention, and public safety, and is not involved in the provision of patient care. Therefore, the use of restrictive devices applied and monitored by law enforcement officials is not considered restraints under the medical center's restraint policy.

_For the full policy, refer to policy – “Restraint Use: Acute” located in the Clinical Practice Manual_
Exhibit D

Health Screening Clearance

Marin Community College District

The health screening process required under this Agreement, herein can be met by following the directions below.

- it possesses antibodies to tuberculosis. A second PPD will elicit a positive response in these people.

- Contractor or any Contractor’s employees and/or sub-contractor’s who have positive PPD’s will complete a tuberculosis symptom review survey and have a baseline chest x-ray.

- A baseline chest x-ray (CXR) is required of Contractor or any Contractor’s employees or sub-contractor’s who present documentation of a positive PPD. A CXR performed elsewhere may be used for baseline if done within the last 12 months. These individuals will complete a tuberculosis symptom review survey.

- Proof of immunity to rubeola (measles), rubella, and varicella (chickenpox) either by immunization record or laboratory results.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant's invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

**By U.S. Postal Service:**
Marin Community College District
C/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

**By overnight and express delivery services:**
Marin Community College District
C/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

(3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(4) Consultant must comply with Appendix A.

(5) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(6) This instrument is void to the extent it requires payment by the District of more than **THIRTY THREE THOUSAND TWO HUNDRED SIXTY SIX** Dollars ($33,266).

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**CONSULTANT**

<table>
<thead>
<tr>
<th>Inspection Services, Inc.</th>
<th>Date</th>
</tr>
</thead>
</table>

**MARIN COMMUNITY COLLEGE DISTRICT**

<table>
<thead>
<tr>
<th>Al Harrison</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President College Operations</td>
<td></td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supercede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant’s authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Agreement.

3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant’s work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Consultant is an independent Contractor and does not act as District’s agent in any capacity whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant’s provision of Services not the means, methods, or scheduling of the Consultant’s work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District’s responsibility.

5. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnities”), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant’s negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnities, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant’s performance of this Agreement, Consultant’s provision of Services, or Consultant’s activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee’s reasonable approval. Notwithstanding any provision of this Agreement, the Indemnities shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitee’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Consistent with Education Code Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Consultant shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Consultant, then the District agrees to require the new consultant to assume any and all obligations for the reuse of the Documents and process the same through the Division of the State Architect as the project Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. **Non-Discrimination Policy.** Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
Appendix A to Professional Services Agreement

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated April 15, 2008 between the Marin Community College District (the “District”), and Inspection Services, Inc. (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Consultant's Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Certificates of insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."

2.4 Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

3. Provide Proof of Insurance

3.1 Address Certificate Holder to:

Marin Community College District
835 College Avenue
Kentfield, CA 94904

3.2 Send Insurance Certificate and Endorsement to:

Copy by fax to:
Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX A