BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JANUARY 16, 2007
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 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 Pamela Mize-Kurzman 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 “C.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Board Study Session – 2:00 to 4:00 p.m., Staff Lounge, Deedy Student Services, Kentfield

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

2. Revised Bond Spending Plan (Presentation and Discussion)
   V-Anne Chernock, Director of Modernization

B. Closed Session – 4:30 p.m. in SS A&B, 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 Government Code 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)

   (b) Significant exposure to litigation pursuant to subdivisions (b) of Government Code Section 54956.9:
       CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
C. Reconvene to Regular Meeting

1. Call to Order (1 minute)

2. Approval of Minutes (2 minutes)
   - Minutes of December 12, 2006 Board Meeting
   - Report of Closed Session for January 16, 2007 Board Meeting

3. Citizens’ Requests to Address the Board on Non-Agenda Items (10 minutes)

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests
   e. CEO Report to Board on WASC Compliance

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (45 minutes)
      (1) Program Review Update (Anita Martinez)
      (2) COMet Update (Al Harrison)
      (3) Modernization Update (V-Anne Chernock)
      (4) Special Services – Basic Aid District
      (5) SWACC Report (Al Harrison)
      (6) EEOC Update (Linda Beam)

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
   None

10. Items for Possible Future Board Action (5 minutes)
    a. Budget Update
    b. District Goals, Principles and Guidelines, and Technical Standards
c. SWACC Action Plan (February)

11. 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 & Other Special Events

All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) and other special events as noted:

January 30
Board Retreat – 10:00 a.m. to 3:00 p.m. – Staff Lounge, Deedy Student Services, Kentfield

February 13
**Board Study Session – 1:00 to 5:00 p.m., Ohlone 106, IVC**
February 13
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

March 13
**Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield**
March 13
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

April 17
**Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield**
April 17
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

May 15
**Board Study Session – 1:00 to 5:00 p.m., Ohlone 106, IVC**
May 15
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

June 12
**Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield**
June 12
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield
June 26
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
Tentative Budget Adoption

July 17
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

August 28
Regular Meeting – 6:30 p.m., Ohlone 106, IVC
Final Budget Adoption

September 18
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

October 9
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

November 13
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

December 11
Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

**Opening Day Convocation – January 19, 2007, 10:00 a.m. to 12:00 noon, Olney 96, Kentfield Campus**
2007 Marin County Joint Legislative Action Seminar – January 17 & 18, 2007,  
State Capitol, Sacramento  

2007 CCLC Annual Legislative Conference – January 28 & 29, 2007,  
Sheraton Grand Sacramento Hotel  

Commencement – May 25, 2007, 7:00 p.m., Gymnasium  

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

C. **Classified Management Personnel Recommendations.** Approve the Classified Management Personnel Recommendations.  
   1. Resignation of Classified Management Personnel  

D. **Academic Personnel Recommendations.** Approve the Academic Personnel Recommendations.  
   1. Academic Request for Approved Unpaid Leave/Reduced/Increased Assignment  

E. **Short-Term Hourly Positions**  

F. **Budget Transfers – Month of December - FY 2006/07**  

G. **Warrants**  

H. **Approve Agreement for Learning Opportunities with Children’s Hospital and Research Center Oakland for Pediatric Experience for RN Student Program**  

I. **Approve Credit Course Revisions**  

J. **Approve New Credit Courses**  

K. **Approve Credit Course Deletions**  

L. **Approve Less Than 18 Unit Credit Certificates**  

M. **Approve Sabbatical Leave Recommendations for Fiscal Year 2007/08**  

N. **Modernization (Measure C) Contracts**  
   1. Professional Services Contracts  
      a. New Short Form Contracts - none  
      b. New Long Form Contracts - none  
      c. Full Contracts/Ratifications - none
d. Amendments
   (i) Amendment #1 – HKIT (Transportation Technology Complex)
   (ii) Amendment #1 – Anshen & Allen (Science/Math/Central Plant Complex)
   (iii) Amendment #4 – Vianovus (Paragon licenses)
   (iv) Amendment #5 – Alfatech Cambridge Group, Inc.

2. Construction Contracts
   a. Bid Awards - none
   b. New Contracts – none
   c. Ratifications - none
   d. Change Orders
      (i) Change Order #4 – Ghilotti Bros., Inc./Larkspur Annex
          Demolition Project #321A and Resolution
      (ii) Change Order #1 – Kingsborough Atlas Tree Surgery, Inc./Tree
          Removal Project #317A & #414A and Resolution
      (iii) Change Order #2 – Maggiora & Ghilotti, Inc./Gas Main Replacement
          Project #410A
      (iv) Change Order #2 – Bay Pacific Pipelines, Inc./Storm Drain Repairs
          Project #401A
   e. Notices of Completion
      (i) Storm Drain Repairs Project #401A
      (ii) Tree Removal Project #317A, 414A

O. Authorization to Initiate Projects (Measure C)
   None

P. Miscellaneous (Measure C)
   1. Disposal of Surplus Property

12. Other Action Items (10 minutes)
   The Superintendent/President recommends the Board of Trustees approve the following Action Items:

A. Approve Student Fee/Refund Schedule for 2007/08

B. Approve Long Form Professional Services Agreement - Kwan Henmi
   Architecture/Planning (Diamond PE Complex)

C. Acknowledge Receipt of District Financial and Measure C Bond
   Program Audits for 2005/06

D. Reject Claim of Pamela Mize-Kurzman

E. Approve Amendment to Agreement with SunGard SCT to Include TracDat
   System

F. Approve Revised Bond Spending Plan
13. Information Items (5 minutes)
   A. Contracts and Agreement for Services Report – December 2006
   B. Contracts for Designated Approval
   C. 2004 Facilities Condition Assessment Executive Summary

14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation (5 minutes)

16. Adjournment
Marin Community College District
Measure C Bond Modernization Program
Proposed Adjustments to Approved Projects
January 2007

PROJECTS

1. IVC Main Building Complex
   • Infrastructure re-distribution only

2. IVC Transportation Technology Complex
   • Discrepancy in asf/WSCH ratios: 321 to 856 asf/100 WSCH
   • Building expansion: 15,000 gsf to 19,000 gsf
   • Infrastructure re-distribution

3. KTD Science/Math/Central Plant Complex
   • Building expansion: 60,000 gsf to 77,000 gsf
     o Lab support space
     o Faculty / staff offices
     o Standard classrooms to be shared
   • Photovoltaics and parking lot structure
   • LEED Gold
   • Increased unit prices for construction
   • Utilities (incl. geothermal) re-distributed from other projects
   • Infrastructure re-distribution

4. KTD Arts Complex – Performing Arts Building
   • Building expansion: 50,000 gsf to 56,000 gsf (w/ cost increase)
     o Technical challenge of re-locating dance program
     o Theater lobby
     o Lecture classrooms to be shared
   • Infrastructure re-distribution

5. KTD Arts Complex – Fine Arts Building
   • Infrastructure re-distribution only

6. KTD Diamond PE Complex
   • Photovoltaics
   • Solar thermal for pool water
   • Infrastructure re-distribution

A. Swing Space
   • Infrastructure re-distribution only

B. Renewable Energy Initiative
   • Build enough photovoltaics to produce 50% of energy needs for both campuses
     o Already incorporated into PE Complex and Science/Math/Central Plant
     o Allowance to cover all remaining projects
     o May not include all additional structure needed after roofs are filled

Recommendation
• Fund already approved projects with revised budgets
• Set aside remaining projects for 6 + months
• Place all remaining funds into reserves
Marin Community College District  
Measure C Bond Program Spending Plan  
Prepared by V-Anne Chernock, Director of Modernization  
Revised January 2007 based on new data

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<th>Approved by</th>
<th>Proposed Adjustment*</th>
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**Program Budgets**

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<tr>
<td>Program costs (6% of total program)</td>
<td>$ 12,000,000</td>
<td>$ 15,000,000</td>
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<td>ERP (technology program)</td>
<td>$ 10,000,000</td>
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<td>Reserves (11% of total program)</td>
<td>$ 17,800,000</td>
<td>$ 29,700,000</td>
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**Project Budgets**

1. IVC Main Complex  
   $ 21,400,000  
   $ 25,300,000

2. IVC Transportation Complex (incl. machine metals)  
   $ 7,400,000  
   $ 13,000,000

3. IVC infrastructure (incl. current projects)  
   $ 12,300,000  
   $ 8,000,000
   *IVC Bridge and site work*
   *IVC Power Plant*

4. KTD Science/Math/CP Complex  
   $ 42,800,000  
   $ 87,900,000

5. KTD Arts Complex - PA Building modernization  
   $ 10,700,000  
   $ 19,300,000

6. KTD Arts Complex - Fine Arts Building  
   $ 18,300,000  
   $ 21,500,000

7. KTD PE Complex modernization  
   $ 21,700,000  
   $ 26,400,000

8. KTD infrastructure (incl. current projects)  
   $ 21,000,000  
   $ 4,000,000
   *KTD West Campus Bridge*

A. Both Campuses: Swing Space (infrastructure)  
   $ 4,400,000

**Deferred Projects**

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<th>Item</th>
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<tr>
<td>KTD Fusselman Hall</td>
<td>$ 5,300,000</td>
<td>$ -</td>
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<tr>
<td>KTD Gateway Complex (Admin., Humanities, CC)</td>
<td>$ 50,600,000</td>
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<tr>
<td>KTD LRC Modernization</td>
<td>$ 13,200,000</td>
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**Total**  
$ 264,500,000  
$ 264,500,000

* All building budgets include re-distribution of (1) infrastructure budgets to projects; (2) project mechanical budgets to Central Plant; and (3) allowance for 50% renewable energy.
A. Closed Session

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

The Board of Trustees of the Marin Community College District met in SS A&B in the Student Services Building on the Kentfield campus, all members having received notice as prescribed by law. Board President Brockbank called the meeting to order at 3:05 p.m. All Trustees were present. Dr. Frances White, Al Harrison, Linda Beam, and Larry Frierson were also in attendance.

M/s (Long/Hayashino) to adopt the agenda as presented. The motion passed unanimously.

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 6:15 p.m.

B. Board Organizational Meeting

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

The meeting of the Board of Trustees of the Marin Community College District was reconvened for the Board Organizational Meeting at 6:30 p.m. in the staff lounge of the Deedy Student Services Building at the Kentfield campus by Board President Brockbank. All Trustees were present except Student Trustee Sandfort.

2. Readoption of Bylaws and Policies

M/s (Moore/Treanor) to readopt the Board Bylaws and Procedures. The motion passed unanimously.

3. Election of Officers

Trustee Long nominated Wanden Treanor for President. She was elected unanimously.
Trustee Treanor nominated Carole Hayashino for Vice President. She was elected unanimously.

Trustee Moore nominated Philip J. Kranenburg for Clerk. He was elected unanimously.

Outgoing Board President Brockbank congratulated the new officers. He stated that he was very proud of this year's accomplishments, particularly these five: 1) defining the bond measure plan, 2) addressing accreditation issues, 3) maintaining a healthy financial status, 4) maintaining relatively good relations with the unions, 5) completing our relatively new administrative team.

Outgoing President Brockbank was presented with gifts from the Board in appreciation for his year of service as Board President.

4. Meeting Schedule 2007

M/s (Kranenburg/Hayashino) to adopt the 2007 Meeting Schedule. The motion passed unanimously.

5. Appointment of Trustee Representatives and Comments by Board Members

Outgoing Board President Brockbank stated that copies of a chart with committee names and potential appointments would be sent to Trustees and that they would be asked to indicate their preferences. Committee assignments will be made in January.

President Treanor expressed appreciation to outgoing President Brockbank for being one of the college's top ambassadors and cheerleaders in the community and for pushing us to address accreditation issues.

Trustee Hayashino complimented outgoing President Brockbank for being a great steward of Measure C funds and for leading great Board meetings.

6. Adjournment

M/s (Treanor/Hayashino) to adjourn the Organizational Meeting. The motion passed unanimously and outgoing President Brockbank adjourned the meeting at 6:42 p.m.

C. Regular Meeting

1. Reconvene

The regular meeting of the Board of Trustees of the Marin Community College District was reconvened at 6:55 p.m. in the staff lounge of the Deedy Student Services Building on the Kentfield campus by Board President Treanor. She announced that the meeting was being recorded to facilitate the preparation of minutes. Board President Treanor thanked her colleagues for their support and said she encouraged everyone to keep moving forward and to keep focusing on "students first."
2. Approval of Minutes and Report of Closed Session

M/s (Brockbank/Long) to adopt the minutes of the November 14, 2006 Board meeting. The motion passed unanimously.
Trustee Dolan asked to add a further explanation of her vote on C.12.B, Accept Diamond PE Complex Schematic Design, from the November 14, 2006 Board meeting. She was informed that she could recommend this under the “Board Requests” agenda item and that her explanation would be attached to the minutes of this meeting.

Board Clerk Kranenburg reported that the Board had met in closed session earlier that day on the items listed on the agenda, and that the Board had voted unanimously to extend the Superintendent/President’s contract. No other action was taken.

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

Myel Jenkins and Don Carney, representing Healthy Marin Partnership-Peer Summit Committee, thanked College of Marin for being such a gracious host to the very successful Peer Summit, a leadership day for Marin County students in middle school, held on our campus on November 17th. This event was held at the Civic Center before, and since COM has more room than that facility, over 200 students could be accommodated this year. Mr. Carney noted that this event brings in non-traditional youth and helps direct their activity in a productive direction. It was great to give these students exposure to a college, as COM may be the only college these students see in their lifetime.

Jim Geraghty stated that since there is a move afoot to “reclaim the commons,” he hopes our students will continue to have access to the COM campus so that they will be able to carry out their student government work and leadership activities and work on the student newspaper.

Esther Wanning addressed the Board regarding the need for better signage on campus and offered to make some directional signs herself.

4. Board Reports and/or Requests

a. Commendation Resolutions and Other Resolutions
   1) Resolution in Support of the Dream Act
      Board Clerk Kranenburg suggested waiving the reading of the resolution. M/s (Kranenburg/Long) to approve the Resolution in Support of the Dream Act. The motion passed by a roll call vote of 6-1 with Trustee Dolan casting the no vote. She stated that she voted “no” on this resolution because she feels that immigration issues are not our issue and that those issues are for Congress.

b. Legislative Report
      Trustee Brockbank encouraged Trustees to attend the Marin County Joint Legislative Action Seminar January 17 and 18 and the CCLC Legislative Conference January 28 and 29. He also suggested that we invite our local legislators to campus for lunch and a presentation.
Trustee Brockbank distributed copies of a sample fundraising letter that Trustees could send to friends asking them to send in contributions for the Community College Initiative so that COM can do its share of fundraising for the initiative.

c. Committee Chair Reports
None

d. Individual Reports and/or Requests
Trustee Dolan asked to have this explanation of her vote on C.12.B, Accept Diamond PE Complex Schematic Design, from the November 14, 2006 Board meeting entered into the minutes as follows:

Trustee Dolan stated that “removing connecting roof and eaves which leaves walls exposed was her reason for voting ‘no’ on C.12.B.”

Trustee Dolan reported that the November and December concerts presented by COM’s Music Department have been fabulous and encouraged everyone to attend.

Trustee Long reported on the recent CCLC Conference she attended, noting that Vaughan Williams, CNN anchor, made an interesting presentation on the equity issue and the importance of providing educational opportunities for all citizens in this country. She stated that she was honored to be present when Dietrich Stroeh was recognized as one of this year’s recipients of the California Community College Distinguished Alumni Award. Trustee Long also shared copies of the California Community Colleges System Strategic Plan and Los Angeles Community College District’s green building policy which she received at the conference.

Board President Treanor asked Board members to give thought to committee assignments they would like to take on and commented that the District Modernization Committee is moving along in the right direction.

e. CEO Report to Board on WASC Compliance
President White reported that the Academic Senate has approved our Program Review plan and that we are going to send this document to the Accrediting Commission as an addendum to our Progress Report. Dr. White thanked the Academic Senate leadership, Vice President Anita Martinez, and the members of the Institutional Planning Committee (IPC) for their work on this project.

Dr. White also called the Board’s attention to a memo she previously sent them regarding Secretary of Education Margaret Spellings’ intent to strengthen accreditation standards and make the system more focused on student learning outcomes. She anticipates that there will be stricter data requirements and more emphasis on accountability.

Board President Treanor thanked everyone involved in the Program Review work.
5. **Chief Executive Officer's Report**

Dr. White indicated that her written report was in the Board packets. She passed around the program from the CCLC Distinguished Alumni Awards luncheon where Diet Stroeh was honored and also the November 2006 issue of *Hispanic Outlook in Higher Education* which listed COM as one of the colleges making great strides in access and academic success for Hispanic students.

Dr. White introduced Deborah Schoenbaum, Deputy Director of the Marin Conservation Corps, who updated the Board on the partnership between COM and the Corps which has resulted in ESL classes offered in the canal district in San Rafael and in the Bel Marin Keys area in Novato. Twelve corps members are currently enrolled in COM's landscape design program, and two more classes (construction and irrigation) will be offered in the Spring semester. The students in this program will have an opportunity to work on an installation for the San Francisco Flower & Garden Show. A new collaboration in the works is a sustainable horticulture program at the IVC campus. Ms. Schoenbaum stated that the Americorps Program would be able to offer scholarships to students enrolled as corps members in this program. She expressed her appreciation to us for the opportunity to "grow" this successful and exciting partnership.

a. **Staff Reports**

   (1) **Program Review Update**

   Dr. White introduced Karen van Kriedt and Sara McKinnon, Institutional Planning Committee (IPC) members, who worked on the Program Review document (copy attached) and process. Ms. van Kriedt stated that she is happy that the Senate has approved the document, which is recognized as a living document. Ms. McKinnon reported that a call for participation in the pilot Program Review scheduled for the Spring semester had been sent out and that an orientation session on the program review process would be held during flex week.

   (2) **Modernization Update**

   Director V-Anne Chernock reported that we have spent approximately $11,000,000, approximately 4% of the bond expenditure plan. She offered kudos to Swinerton and Steinberg staff and other consultants who put together the massive Facilities Condition Assessment Report. Director Chernock announced that the Transportation Technology Complex has been reactivated. The building square footage issue has been settled and projects are moving along nicely.

   (3) **COMet Update**

   Vice President Al Harrison announced that we now have a logo for COMet and then introduced Yulian Ligioso, the chair of the financial module implementation team, who updated the Board on the work and progress of this team. Training has been ongoing, and we are planning to go live in July of 2007.

   (4) **Lease Extension Option – North American Resources (Al Harrison)**

   Vice President Al Harrison reported that we have agreed to let Taqueria exercise its option for another year.

6. **Academic Senate Report**

Ron Galz presented the Academic Senate Report in the absence of Senate President Yolanda Bellisimo. The Academic Senate and the faculty on the Institutional Planning
Committee (IPC) have unanimously approved the program review document. The Senate will be working on a Memorandum of Understanding with the Board that will set criteria for protecting programs from discontinuance. The Budget Committee and IPC met together and have decided to meet once a month during the Spring semester. Two faculty members were chosen as this year’s Golden Bell Award winners: Ingrid Schreck and Sara McKinnon. A copy of the Academic Senate Report is attached to the minutes as part of the official record.

7. **Classified Senate Report**
Becky Reetz, Classified Senate President, reported that the classified staff’s second annual Christmas party co-sponsored by the Senate and both unions was a huge success. She announced that EOPS and Tutoring would host a holiday potluck for all COM employees on December 19 from 11 to 1 in the Tutoring Center. Ms. Reetz reflected on classified staff accomplishments during 2006 and announced that this would be her last Board meeting as Classified Staff President. A copy of Ms. Reetz’ statement is attached to the minutes as part of the official record.

8. **Student Senate and Student Association Report**
Hoa-Long Tam, ASCOM President, reported that the Student Senate was unable to take a stand on the Community College Initiative because they didn’t have a quorum. He extended thanks to the students and staff who hosted the successful Peer Summit on November 17 and a musical performance by students from Dominican University on November 29. Upcoming events being planned include: a free legal clinic for students, the return of College Hour, a series of events for Black History Month, a unity festival/multicultural day, Club Fest, a disabled awareness event, and Valentine’s Day activities. Mr. Tam extended kudos to Alpha Gamma Sigma for planning a wonderful Teachers Appreciation Dinner and to Students for Social Responsibility for several well-attended events. A copy of Mr. Tam’s statement is attached to the minutes as part of the official record.

9. **COM Foundation Report**
Dr. Frank Parnell, President of the College of Marin Foundation Board of Directors, updated the Board on the activities of the Foundation. The Foundation’s Mission Statement has been revised, and the current Memorandum of Understanding with College of Marin will continue to be reviewed and revised. The Foundation’s College of Marin fundraising priorities through June 30, 2006, will be: scholarships, child care support, and allied health/nursing funding support. A copy of Dr. Parnell’s statement is attached to the minutes as part of the official record.

10. **Board Study Session**
None

11. **Items for Possible Future Board Action**
   a. Program Review Update  
   b. Student Fee/Refund Schedule for 2007/08 (Al Harrison)  
   c. SWACC Action Plan  
   d. District Goals, Principles and Guidelines, and Technical Standards

12. **Consent Calendar Items (Roll Call Vote)**
M/s (Long/Hayashino) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote.
A. Calendar of Upcoming Meetings & Other Special Events

Measure C Community Forum, December 13, 7:00 to 8:30 p.m., Olney Hall 96, Kentfield
Measure C Community Forum, December 14, 7:00 to 8:30 p.m., AS101, IVC
COM Holiday Christmas Party, December 14, 2006, 4:00 to 7:00 p.m., Willie's Café, 799 College Avenue, Kentfield

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

C. Student and Non-Student Hourly Rate Schedule

D. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
   1. Resignation/Retirement of Academic Personnel

   1. Appointment and/or Change of Educational Management Personnel

F. Short-Term Hourly Positions

G. Warrant Approval

H. District Mileage Reimbursement Rate

I. Travel for Study Abroad Course Offered by Modern Language Department in Summer 2007

J. New Community Education and Services Courses Spring 2007

K. New Community Education and Services Courses Winter 2007

L. Budget Transfers – Month of November - FY 2006/07

M. Modernization (Measure C) Contracts
   1. Professional Services Contracts
      a. New Short Form Contracts
         (i) Special Advisors for Bond Program
      b. Full Contracts/Ratifications – none
      c. Amendments
         (i) Amendment #4 – AlfaTech Cambridge Group, Inc.
(ii) Amendment #5 – CSW/Stuber-Stroeh (revised)

2. Construction Contracts
   a. Bid Awards – none
   b. New Contracts – none
   c. Ratifications - none
   d. Change Orders
      (i) Change Order #1 – Bay Pacific Pipeline, Inc./Storm Drain Repairs (Project #401A)
      (ii) Change Order #3 – Ghilotti Bros., Inc. (Larkspur Annex Demolition Project #321A)
   e. Notices of Completion
      (i) Larkspur Annex Demolition (Project #321A)

N. Authorization to Initiate Projects (Measure C)
   None

O. Miscellaneous (Measure C)
   1. Disposal of Surplus Property

13. Other Action Items

A. M/s (Long/Hayashino) to Approve Resolution to Enter into an Agreement with the California Department of Education for the Purpose of Providing Child Care and Development Services and Designation of Personnel to Sign Contract Documents for Fiscal Year 2006/07. The motion passed unanimously with a roll call vote.

B. M/s (Moore/Long) to Approve Resolution for Employer Paid Member Contributions for CSEA, Chapter 196. The motion passed unanimously with a roll call vote.

C. M/s (Brockbank/Moore) to Accept Facilities Condition Assessment Report. The motion passed unanimously.

D. Ratify Extension of Superintendent/President’s Contract
   This item was reported out of closed session.

E. M/s (Brockbank/Moore) to Approve Board Compensation Annual Adjustment. The motion passed unanimously.

F. M/s (Hayashino/Brockbank) to Approve Program Review Document. The motion passed unanimously.


14. Information Items

A. Contracts and Agreement for Services Report
B. First Quarter Financial Status Report and CCFS-311Q for 2006/07

C. Contracts for Designated Approval

15. Correspondence
Board members were asked to review the correspondence in their Board Packets.

16. Adjournment
M/s (Hayashino/Dolan) to adjourn the meeting. The motion passed unanimously and the meeting was adjourned at 8:20 p.m.
PROGRAM REVIEW ELEMENTS AND PROCESSES

Program Review is a systematic process involving the collection, analysis, and evaluation of quantitative and qualitative data about an academic program, student service program, or an administrative work plan. The process is designed to identify strengths and to offer opportunities for program and administrative work plan improvement. It is a means for determining the effectiveness of the ancillary units and the administration of the academic and non-academic functions including but not limited to instruction, student services, and administrative tasks. Program Review recognizes the goals of the institution, its academic and student services programs, and its administrative work plans as the focus of Program Review.

Program review will not be used to justify discontinuance or termination of programs.

An institutional review process could include the review of all programs and administrative work plans. This perspective is consistent with the planning and goal setting process. The units, offices, or areas undertaking program or administrative work plan review will include but not be limited to: ancillary task units, administration of the academic and non-academic functions, instruction, student services, plant operations, and administrative offices.

This program review document will continue to change and evolve as we work through the pilot process. It can, and will, be addressed and modified by all those involved in the process – faculty, students, administration, and classified staff.

This document outlines the basic steps for performing Program Review.

1. **Instructional and Student Services Programs and Administrative Work Plans are defined as follows:**

   A. Goal-directed:
      1. Serving the needs of a specific and defined population or a particular function of the college (operational, non-instructional, defined need).
      2. Satisfying a government regulation.

   B. Composed of work processes that operate through “closely linked tasks” which are organized to achieve a specific critical goal.

   C. Examples:
      1. Instructional Programs
         a. Football Program
b. Nursing Program  
c. Self-paced Math Lab  
d. Behavioral Sciences Field Program  
e. English Composition Sequence  

2. Student Services Programs  
a. DSPS  
b. EOPS  
c. Counseling  

3. Work Plans  
a. Enrollment Improvement Plan  
b. Technology Work Plan  
c. Unit Plan for Organizational Development Office  
d. Process of MIS reporting to the state  
e. Administrative Work Plans  

II. Elements of Program Review Requiring Clarification and Strategic Planning  
These elements include setting criteria, goals and subordinate goals, cycles of implementation, performance measures and assessment focuses, and ways of choosing methods of research, measurement and evaluation. Each program or work plan defines what is being reviewed at the beginning by program/work plan participants. Variation is expected among programs/work plans.  

A. The criteria to decide what programs or work plans need to be reviewed are:  
1. The program’s importance to the functioning of the institution – as identified by those involved.  
2. Participant concern for growth or decline in program  
3. Significant changes in the field affecting the program  
4. If requested by the related department or departments  
5. If a problem is perceived but not identified or understood  

B. Subordinate goals should be defined for each program/work plan that should be reviewed.  

C. Cycles of training and implementation of Program Review should be outlined:  
1. Who will be trained?  
2. How will training be funded?  
3. Who manages Program Review?  
4. Who participates and in what capacity?  
5. What affects our capacity to participate?  
6. Identify the tasks of Program Review:  
   a. Who does what?  
   b. Who is responsible for what?  
7. Design process for full participation by those involved, including staff, students, faculty, and administrators.
D. Performance measures used to evaluate specific instructional programs, student services programs, and work plans must be selected by those participating in the program review.

In the public sector, including public colleges, three broad performance measures may be used in evaluating organizational goal achievement. Data derived from applying these evaluative performance measures can lead to organizational learning. The performance measures are qualitative effectiveness, quantitative effectiveness, and economic effectiveness. Using a single assessment measure, or combinations of these measures, it is possible to evaluate goal achievement in the following ways:

1. Quality unrelated to quantity or cost
2. Quantity unrelated to quality or cost*
3. Costs unrelated to quantity or quality*
4. Quality and quantity but unrelated to cost*
5. Quality and cost but unrelated to quantity*
6. Quantity and cost but unrelated to quality (efficiency)*
7. Quality and cost ratios (cost-effectiveness)
8. Quantity and cost ratios (efficiency and benefit minus cost)
9. Quality and quantity and cost ratios (efficiency, cost-effectiveness & benefit minus cost)

(* indicates limited value)

E. Programs under review will be supported in their data collection by such elements as:
1. Identifying how different software packages could help or how they may need to be modified to support program review.
2. Identifying personnel responsible for data collection and analysis.

F. The following data collection strategies may be used to evaluate instructional and student services programs.
1. **Strategic Decision One: Choosing the Focus of Assessment**
   a. All evaluations are comparative. We compare across time, or one group with another, or one strategy or teaching method with another. For example, participants can compare change over time, i.e. enrollment demographics from 1995 to 2005, or student performance with or without benefit of a particular teaching strategy, i.e. a lecture versus a lecture with a PowerPoint presentation.
   The basic strategies of comparative assessment are:
ii. A comparison of performance to a legitimated standard (i.e., nursing board exams for nurse licensure).
iii. A group X versus group Y comparison (a benchmarking or "best practice" or any inter-group comparison).
v. An historical comparison examining past versus current levels of student accomplishment.
vi. A comparison of actual levels of effectiveness versus theoretical models of likely or possible levels of effectiveness.
vii. Other comparisons that programs may identify as relevant and appropriate.

b. The "levels of impact" considerations include:
i. Effects that can be assessed at skill, course, major, service, work process, aggregate (groups of disciplines) or institutional levels.
ii. Effects at micro levels that are more diverse and demanding to assess but provide the data that can be utilized for faculty/course/service/work process improvement.
iii. Example: Examining student mastery of content, skills, processes, concepts and/or technologies.

c. Effects at institutional levels have less clarity and utility at departmental, course and skill levels, but they may have greater utility in the public arena.
i. Example: Examining rates of student retention, program completion or transfer are indirect indices. However, upper division success, graduate school success, and or employment success are more powerful indirect indices of learning.

2. **Strategic Decision Two: Choice of Research Method(s)**
   a. Once a focus for assessing institutional outcomes has been chosen, program participants select one or more options from among several assessment methods as described below.

   b. The research method choices are diverse and include but are not limited to the following options:
i. Subjective and objective methods, or combined methods (triangulation)
ii. Examining immediate, short-term or longer-term more durable outcomes
iii. Utilizing survey, case history, field observation, correlation, quasi-experimental or experimental research methods, or combinations of methods (triangulation)

3. **Strategic Decision Three: Selecting Forms of Measurement**

The measurement choices include several options:

a. Quality assessments (with inter-rater reliability)
b. Measuring the amount or frequency of the desired effect/outcome
c. Measuring time and its relationship to the desired effects/outcomes by assessing their speed, duration or latency
d. Measuring the strength, intensity or durability of the desired effects/outcomes
e. Measuring the variability of the desired effects/outcomes using combined measures (triangulation) of desired effects/outcomes such as speed and frequency, latency and variability, etc.
f. Other measurement choices selected by the program participants.

H. Program participants are not limited to but may use the following data collection strategies:

1. **Simple Forms of Effectiveness Evaluation**

   a. The first form of effectiveness evaluation is qualitative alone.
      i. This form requires identification of examples of different level of quality within a task domain (i.e., the creation of performance standards) and the identification of differential indices for different levels of performance.
      ii. For example, identifying indices for different levels of timeliness and accuracy in official reports to the college, the community and the state. These quality indices are forms of “benchmarking.”

   b. The second form of effectiveness evaluation is a quantitative but non-economic and non-qualitative look at effectiveness.
      i. For example, this analysis might require calculating the percentage of assigned non-instructional work product produced by an office in a given time interval (i.e., the number of state reports completed).
      ii. This is a simple quantitative effectiveness assessment.

2. **Combined (Dual) Forms of Effectiveness Evaluation**

   a. The third form is a combined qualitative and quantitative (but non-economic) look at effectiveness.
i. This analysis requires calculating the percentage of a work product produced by an office or a work process meeting the standards of acceptable to superior completed task accomplishment.

ii. This is a non-economic complex effectiveness assessment.

b. The fourth form is a combined quantitative and economic look at effectiveness.

i. This analysis requires calculating the percentage of a work product produced by a non-instructional office or a work process, the time interval required, and the costs involved with achieving this outcome.

ii. This is an efficiency assessment.

3. A Complex (Triangulated) Form of Effectiveness Evaluation: The Cost-Effectiveness Assessment

a. The fifth form is a complex combined qualitative, quantitative and economic look at effectiveness across different quality levels.

i. This analysis requires calculating the percentage of a work product produced by a non-instructional office or work processes, meeting each quality standard (i.e., acceptable to superior completed tasks), the time intervals required, and the costs incurred while achieving each level of outcome.

ii. This is a cost-effectiveness assessment.

III. Planning Terminology

1. Goals: Relatively permanent statements of major accomplishments the college will achieve. Usually reviewed in Strategic Planning cycles of 3 and 6-year reviews.

2. Objectives: Created to achieve the college goals. These direct action and connect a set of related activities.

3. Activities: The specific steps to achieve an objective

4. Responsible Party: These are the individuals or group with authority for each objective and activity. The Responsible Parties should clearly articulate a hierarchy in accomplishing each activity.

5. Resources Needed: Identification of financial, human, facility, or other resources needed to complete a goal, objective or activity

6. Expected Outcomes: The clearly articulated projected products or results.
7. **Evaluation Criteria:** The standards and methods by which the goals, objectives, and activities will be judged to have been completed successfully.

8. **Completion Date:** In “plans”, the date the objective or activity is expected to be completed. In “evaluation of plans”, the date the objective or activity is accomplished.

IV. **Program Review Process (a step by step guide)**

A. **Determine the Unit/Program Function/Mission**

B. **Select Performance Measures** *(see II. E. and/or Appendix A)*
The following are examples of performance measures:
1. Qualitative Alone
2. Qualitative (non-economic) Effectiveness
3. Combination of Qualitative and Quantitative Measures
4. Combination of Qualitative and Economic Measures
5. Complex Combined Qualitative, Quantitative and Economic Measures of Effectiveness
6. Other performance measures identified by program participants

C. **Evaluate Program Based on Comparative Analysis**
Basic strategies of comparative assessment are detailed on page 3 – II. G. 1)

D. **Document Findings**
1. Record answers to the evaluation question(s) asked.
2. Develop new questions to ask and answer.

E. **Create a Feedback Loop**
Since a feedback loop has many meanings, the response will vary depending on the purpose of the evaluation effort.

1. If a writer of Program Review desires to include a feedback loop (e.g., in a work plan), then the writer should propose the feedback loop (e.g., in Tech Work Plan, the feedback loop is described as being a report to the Tech Committee to show that work has been done.)

2. If a writer of Program Review receives feedback, it could be from a committee (e.g., IPC or a subcommittee of IPC or another participatory governance committee) that has the responsibility of:
   a. Gathering program reviews, perhaps to see if program review standards have been met (as in the process a curriculum committee uses when reviewing course proposals) and
   b. Forwarding recommendations, including resources allocation recommendations (budget, equipment, supplies, etc.) or offers of voluntary consultation.
c. Or a feedback loop could be created between the area undergoing program review and a related area.

3. In discipline review, both meanings can be incorporated in relevant ways, if they are not already, i.e. Curriculum Committee gives feedback through Tech review and through discussion at the meeting; it either approves or declines to approve course outlines and external feedback is also provided through articulation.

4. Consultation and experimentation are encouraged to provide both suggestions for improvement as well as identify resources that could enable improvement.

5. An instructional program or administrative plan not meeting its stated goals may require a plan for improvement that:
   a. Shows specific steps to be taken, expected outcomes and timelines.
   a. Considers what will happen should the plan be successful (program growth, stabilization).
   b. Considers what will happen should the plan be unsuccessful (a modified plan, additional resources, program restructuring).

6. Part of the feedback loop includes resources to be used for improvement, modification, or redesign including:
   a. Additional staffing
   b. Reassigned time to work on specific areas of concern
   c. Staff Development
   d. Additional or better facilities/equipment
   e. Additional budgeting
   f. Planning and outreach

7. The primary purpose of program review is college planning, resource allocation and continuous improvement. Program and administrative work plan review can safeguard against the administration’s arbitrary and unilateral reduction of programs by providing a means to insure that all programs and work plans are thoroughly reviewed and given an opportunity to restructure, redesign and grow.
APPENDIX

Examples of discrete performance measures:

1. Proportion of students that completed degree or certificate or transferred within three years
   a. % Completed in three years
      i. Full-time, first-time in fall xxxx
      ii. Part-time, first-time in fall xxxx

2. % Transferred in three years
   a. Full-time, first-time in fall xxxx
   b. Part-time, first-time in fall xxxx

3. Credit students who enrolled next term and next fall
   a. Next-term Persistent Rate
   b. Next-fall Persistent Rate

4. Measures of Student Satisfaction
   a. Educational experience met expectations
   b. Overall satisfaction with experiences
   c. Would enroll here again
   d. Academic challenge
   e. Support for learners
   f. Impression of quality
   g. Adequacy of services

5. Student Satisfaction/Perception
   a. Entering
   b. Withdrawing
   c. Graduating

6. Student Goal Attainment
   a. Number & % Graduates and Completers
   b. Number & % Leavers and non-Completers

7. College-level Course Retention and Success Rates
   a. Retention Rates
   b. Success Rates

8. Credit Development / Remedial course Retention and Success Rates
   a. Math
   b. Writing
   c. Reading

9. Credit Development / Remedial Student Retention and Success in First College-level Courses
a. Math  
b. Writing  
10. Career Program Completers  
a. Employed in Related Field  
b. Pursuing Education  
c. Employer satisfied with overall preparation  
11. Retention and Success in core Academic Skill Areas  
a. English Comp I  
b. English Comp II  
c. College Algebra  
d. Speech  
12. Institutional-wide Credit Grades  
a. Percent withdrawal  
b. Percent Completed  
c. Percent Successful  
d. Percent A and B grades  
13. Minority Participation Rates  
a. % Minority Credit Students  
b. % Minority Employees  
14. High School Graduates enrolling  
a. % Enrolling Public HS  
b. % Enrolling Private school  
15. Market Penetrations: Credit and Non-Credit  
a. Credit student market penetration rate  
b. Non-credit student market penetration rate  
16. Market Penetration: community  
a. Cultural Activities  
b. Public Meetings  
c. Sporting Events  
17. Average Credit section size  
18. Credit Course Student/Faculty Ratio  
19. Instructional Faculty Load  
a. % Credit hours taught by full-time faculty  
b. % Credit hours taught by part-time faculty  
20. Credit Distance (DL) Sections and Credit Hours  
a. DL % of Credit Hours  
b. DL % of Total Credit Sections  
21. Distance Learning Grades
22. Student/Professional Student Services Staff Ratios
   a. Career Services
   b. Counseling and Advising
   c. Recruitment, Admission, Registration
   d. Financial Aid
   e. Student Activities
   f. Testing and Assessment Services

23. Grievances and harassment Action
   a. Grievances Occurrence Rate
   b. Harassment Occurrence Rate

24. Cost per Credit hour and FTE Student
   a. Cost per credit hour
   b. Cost per FTE Student

25. Satisfaction/Perception Ratings
   a. Faculty
   b. Staff
   c. Students

26. Program Review Process
   a. Number of Program Reviews Completed

27. Productivity Indicators
   a. FTES
   b. WSCH

28. Efficiency Indicators
   a. LOAD
   b. Fill Rates
   c. Average Class Size

29. Grant Procurement
   a. Annual amount of grant-funded activities
   b. Ratio of Grants Applied to Obtained

30. Crime Rates (SRTK) Statistics
ACADEMIC SENATE PRESIDENT’S REPORT FOR THE BOARD OF TRUSTEES
December 12, 2006

- The Academic Senate and the faculty on the Institutional Planning Committee unanimously approved the program review document this past week. The senate expects to be involved in changes to the document as we go through the pilot process. We see this as an exciting opportunity to help struggling programs get the resources they need to improve and grow.

- The senate will be working on developing a Memorandum of Understanding with the Board of Trustees that will set criteria for protecting programs from discontinuance.

- The Budget Committee and Institutional Planning Committee met together and the committees have decided to meet once a month over spring semester. The challenge will be to coordinate the efforts around program planning and budget. The two committees are also considering the possibility of merging into one committee sometime in the future.

- Two members of the faculty were chosen as this year’s Golden Bell Award winners. Ingrid Schreck, member of the English Department and secretary to the Academic Senate and Sara McKinnon, a part time instructor in ESL and a member of the Institutional Planning Committee.
Classified Staff Holiday party
The classified staff held its second annual holiday party co-sponsored by the Senate and both unions. This year, it was held at San Rafael Joe's and it was a huge success. We raffled off tons of prizes and over $200 cash. We even had a performance of Christmas carols by a group of staff members.

Holiday Potluck
Speaking of parties, EOPS and Tutoring will be hosting a holiday potluck on Tuesday, December 19th from 11:00-1:00 in the Tutoring Center. All COM employees (and Board members) are invited. Coffee and tea will be provided, as will a chocolate fountain for your dipping pleasure.

Reflections on 2006
No end of the year report would be complete without a reflection on the year's activities. Despite the challenges faced by COM this year, the classified staff had a year to be proud of both personally and professionally. Three staff members completed their Master's degree and one completed her Bachelors. Many staff members participated in local and statewide professional development activities. Three of our staff members redefined the word compassion as they dedicated countless hours to supporting our friend and co-worker Tony Grubman, who died of cancer earlier this year. At COM, I am proud to say that staff members actively participated in shared governance, keeping all seats filled throughout the year. We spoke up professionally and respectfully when we disagreed and were actively supportive when we agreed. The staff at College of Marin has much to be proud of.
Happy Trails
Finally, I would like to report that this will be my last Board meeting as Classified Senate President. My experience as President has been both enriching and educational. But I have chosen not to run for the position again in the spring so I can focus on completing my Masters thesis. The Senate will elect new officers in the spring so hopefully, you will see someone new standing here in January.

Thank you all and happy holidays!
ASCOM President's Report to the MCCCD Board of Trustees – 12 December 2006

Much has happened since my last report to the Board in November.

First, a group of students—Hoa-Long Tam, Jessica Sutter, Hector Gomez, Todd Mc Cleary, and Renee Sayles—hosted a presentation for the Peer Summit on November 17th. The event was a success and the students would like to extend gratitude to James Geraghty for helping to bring the event to the college, Mauricio Torres- Benavides and June Yokel for handling the logistics of the event in such a short amount of time, the Marin County middle school students for participating, and everyone else involved who helped make the event such a huge success.

Second, on November 29th, we hosted a group of students from Dominican University who performed live music in the cafeteria. We would like to extend congratulations to Renee Sayles—ASCOM Director of Public Relations—for putting the event together.

ASCOM has finished meeting this semester, and will continue meeting every Thursday from January 11th through May 17th. We are planning to do many things. Among them are plans to bring a free legal clinic for students to campus and ushering in the return of College Hour. ASCOM is working with the Black Student Union in planning a series of events for Black History Month; Renee Sayles is putting together a unity festival/multicultural day, Inna Shapiro—ASCOM Treasurer and Inter Club Council President—is heading efforts to have club fest on February 8th, 2007; Pam Scoggins is working to host another set of disabled awareness event, and various members of ASCOM are floating ideas of Valentine’s Day events.

The students would also like to extend kudos to Inna Shapiro and Alpha Gamma Sigma for planning a wonderful Teachers Appreciation Dinner. Inna and several other members of AGS spent many of their weekends on campus working tirelessly to plan the event which has received resounding praise from faculty, staff and students. Several reports have hailed the event as “exceptional.”

We would also give kudos Students for Social Responsibility. SSR hosted several events throughout the semester that were exceptionally well attended. Their most recent events were Courage to Resist Unjust War—which packed the cafeteria on Friday—and Target Iran with Scott Ritter and Jeff Cohen—which attracted almost 250 people on Sunday.

We would also like to echo the kudos in yesterday’s Monday Briefing for La Academia and the spring schedule of classes. We would like to congratulate outstanding faculty members Chester Arnold, Kay Ryan, Walter Turner, Tom Holub and Betty Georke for being featured.

We would also like to thank the Curriculum Committee for putting in another day of work yesterday to review almost 40 classes during finals week. We would also like to thank them retroactively for putting in two days at the end of spring semester to review dozens of courses.

The suggestion that was presented at College Council recently that the College of Marin resume participation in the Marin County Fair was received well by the students and the students are excited that the college may be reaching into the community again.
To: College of Marin Board of Trustees

From: Dr. Frank Parnell, President
       Board of Directors
       College of Marin Foundation

Date: December 12, 2006

Re: Bi-Annual Report for COM Board of Trustees

Following the October 10, 2006 Joint Meeting between College Trustees and Foundation Directors, the Foundation Board of Directors has focused on a review and revision of the Foundation’s Mission Statement and a review and discussion of the College of Marin’s five fundraising priorities as presented at the Joint Meeting.

As a result of these discussions the Foundation Board has taken the following actions, which focus their efforts on student support.

1) Adoption of the following Mission Statement:
   “The Mission of the College of Marin Foundation is to obtain and manage financial support for College of Marin student scholarships and grants.”

2) In relationship to College of Marin fundraising priorities, the Foundation fundraising emphasis through June 30, 2006 will be as follows.
   • Scholarships: New Marin Scholars at College of Marin and on-going scholarship programs.
   • Child Care Support: Will continue to administer Marin Education Fund and Parent Services Project child care grant, and provide emergency child care and book grant support to students who utilize child care.
   • Allied Health/Nursing Funding Support: Will continue active solicitation of members of the health care community, facilities and organizations for student scholarships, books and equipment, and will continue fiscal administration of restricted funds for these programs.
   • Educational Excellence Innovation Fund: Will not provide fundraising support at this time.
   • Center for Regenerative Design/Environmental Studies: Will not provide fundraising support at this time.

3) The Foundation is committed to continue the review and revision of the current Memorandum of Understanding with College of Marin in an expeditious manner.
COM Center for Regenerative Design will kick off its spring series with Healing People and the Planet, featuring Charlotte Brody and COM's Interim Dean of Math and Science Dr. Erik Dunmire. This special event will be held on Friday, January 26, from 7:00 p.m. to 9:00 p.m. at Olney Hall. Brody will talk about healthier living using green principles and making health care more environmentally responsible. She is the Executive Director of Commonweal and a founder of Health Care Without Harm. Erik Dunmire will present his perspective on health and community. This event will be moderated by architect and Co-director of COM's Center for Regenerative Design (CRD) Sim Van der Ryn, and Co-director of CRD Andres Edwards. For more information, go to www.greenmarin.net.

Measure C Cafeteria Furniture
The new furniture for the Kentfield cafeteria was delivered over the winter break. The selection of 42 tables and 168 chairs was made by the FF&E modernization subcommittee and will be paid for with Measure C Bond funds.

A benefit performance of Wedding Singer Blues, the critically acclaimed one-woman show, written and performed by Carla Zilbersmith, will be presented February 9 and 10 at 8:00 p.m. in the College of Marin Studio Theatre. The Studio Theatre is located in the Fine Arts Building at the corner of Sir Francis Drake Blvd. and Laurel Ave., in Kentfield. Tickets are $50 Dress Circle or $25 general, and can be reserved by calling Brown Paper Tickets at 1-800-838-3006. Tickets also can be ordered online at www.brownpapertickets.com. All proceeds from this benefit performance will go toward the creation of acting scholarships for theatre arts students.

On Thursday, February 1, 2007 the Black Student Union of College of Marin will host a Black History Month celebration from 12:30 p.m. to 3:30 p.m. in Olney Hall, Room 96. The celebration will feature College of Marin's Jazz Ensemble under the direction of Wayne Wallace, trombone player and teacher, West African Dance by Linda Johnson and Alassane Kane of Ballet of De Senegal, inspirational singer Beverly Freeman (formerly of Agape International Center of Truth), and Rapper Virtuous of Moral Integrity.

Internationally acclaimed improvising orchestra conductor Lawrence D. “Butch” Morris will be visiting College of Marin on February 6, 2007 to lecture and play music with students and local performers. The “informance” will be held Tuesday, February 6 at 7:30 p.m. in the College of Marin Lefort Recital Hall, Fine Arts Building Room 72. The building is located on College of Marin Kentfield Campus at Sir Francis Drake Boulevard and Laurel Avenue. There is no charge to the public.
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
January 2007

Budget Update
- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Expended to date: $12.9 million (5% of bond spending plan)
- Detailed financial analysis: Ongoing
- Revised bond spending plan: Discussed in workshop 1/16/07, presented for approval

Contract Update
- One long form contract: > $15,000 (Kwan Henmi, PE Complex)
- Four consultant amendments: 3 > $15,000, 1 < $15,000
- Five construction change orders: 2 > 10% contingency, resolutions included
- Two Notices of Completion: Included
- Disposal of Surplus Property: Included
- Detailed contract analysis: Ongoing

Schedule Update
- Master schedule: Final draft in preparation
- Architects’ project schedules: First drafts in preparation
- Phasing / swing space planning: Discussions started
- Detailed schedule analysis: Ongoing

Planning Update
- Goals, Principles & Guidelines and Technical Standards: Pending completion of renewable energy report
- Facil. Cond. Assessment Report: Accepted; executive summary prepared
- Program Definition Document: Final draft in preparation
- Implementation Plan: Final draft in preparation
- Environmental Impact Report: Started
- Renewable energy study: Started

Design Update
- PE Complex: Design development ongoing
- Science/Math/CP Complex: Concept to Board in February
- Performing/Fine Arts Complex: Concept to Board in February
- Trans. Technology Complex: Programming near completion
- New Main Building: Programming near completion
- Creek Erosion Mitigation (IVC): Design development ongoing
- West Bridge (KTD): Conceptual design started

Construction Update
- No open construction projects
Modernization topics for future Board meetings (partial list)

Note: plans and schedules are being actively developed for the following topics:

- Building concepts
- Renewable energy initiative
- Commissioning
- Project labor agreements
- Owner-controlled insurance program
- Project phasing and swing space
Marin Community College District
Measure C Bond Program Budget Summary
by V. Chernock, January 2007

<table>
<thead>
<tr>
<th>Project #</th>
<th>Group</th>
<th>Description</th>
<th>Invoiced</th>
<th>Budget</th>
<th>Percent Complete</th>
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<tr>
<td>202A</td>
<td>L</td>
<td>District Auditor for COC</td>
<td>$ -</td>
<td>$ -</td>
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<td>831A</td>
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</table>

| Miscellaneous Construction-Related Services |       |                                                  |          |        |                  |
| 223A      | MC    | Construction Signage                            | $ 3,531  | $ 3,531 | 100%            |
| 224A      | MC    | Construction Supply Items                       | $ 411    | $ 411  | 100%            |
| 814A      | MC    | Mock-Ups / Product Sample Install               | $ 13,455 | $ 100,000 | 13%         |

| Consultants (program-level planning) |       |                                                  |          |        |                  |
| 800A      | CONS  | ADA Survey (Sally Swanson)                       | $ 20,845 | $ 21,000 | 99%             |
| 801A      | CONS  | Space Inventory Consultant (CCS)                | $ 32,758 | $ 38,000 | 86%             |
| 801B      | CONS  | Classroom Efficiency Analysis (CCS)             | $ 49,268 | $ 50,000 | 99%             |
| 802A      | CONS  | District Surveyors / Planners (Sandis)          | $ 138,795| $ 139,000| 100%            |
| 803A      | CONS  | District Civil Engineer (CSW)                   | $ 400,347| $ 550,000| 73%             |
| 804A      | CONS  | District Geotechnical Engineer (Fugro)          | $ 157,475| $ 164,000| 96%             |
| 805A      | CONS  | District Structural Engineer (Degenkolb)        | $ 266,290| $ 304,000| 88%             |
| 806A      | CONS  | District MEP Engineer (Alfa Tech)               | $ 626,720| $ 800,000| 78%             |
| 807A      | CONS  | District Landscape Architect (Royston)          | $ 379,268| $ 452,000| 84%             |
| 808A      | CONS  | District Architect (Steinberg)                  | $ 1,422,426| $ 1,600,000| 89%     |
| 809A      | CONS  | District Industrial Hygienist (Ninyo)           | $ 243,700| $ 256,000| 95%             |
| 809B      | CONS  | Environmental Monitoring (Ninyo)                | $ 4,300   | $ 50,000| 9%               |
| 810A      | CONS  | District CEQA Consultant (Amy)                  | $ 148,370| $ 275,000| 54%             |
| 810B      | CONS  | Cultural Resources Monitoring (Amy)             | $ 37,859  | $ 58,000| 65%             |
| 812A      | CONS  | District Signage Consultant (Keating)           | $ 16,687  | $ 100,000| 17%             |
| 813A      | CONS  | District FF&E Consultant (Transitions)          | $ 287,461| $ 400,000| 72%             |
| 830A      | CONS  | Interim Director of Modernization               | $ 173,803| $ 173,803| 100%            |

| Operations |       |                                                  |          |        |                  |
| 222A       | OPS   | Paragon System                                  | $ 117,731| $ 350,000| 34%             |
| 832A       | OPS   | District Salaries                               | $ 280,232| $ 2,000,000| 14%       |
| 840A       | OPS   | Reproduction (non-project specific)             | $ 79,136  | $ 200,000| 40%             |
| 841A       | OPS   | Advertising (non-project-specific)              | $ 2,893   | $ 10,000 | 25%             |
| 844A       | OPS   | Miscellaneous Fees                              | $ 27,248  | $ 57,000 | 48%             |
| 845A       | OPS   | Telephone Charges                               | $ 1,241   | $ 12,000 | 10%             |
| 850B       | OPS   | General Operating Expenses                      | $ 257,507| $ 704,268| 37%             |

| Swinerton Management Contract |       |                                                  |          |        |                  |
| 825A       | SMC   | Mobilization                                    | $ 100,000| $ 100,000| 100%        |
| 825B       | SMC   | Program Definition                              | $ 235,000| $ 400,000| 59%          |
| 825C       | SMC   | Program Management                              | $ 1,486,652| $ 4,845,000| 31%        |

* Percent of total program budget ($264,500,000)

1.3% 2.0% 5.7%
Marin Community College District
Measure C Bond Modernization Program

Consultant Brief

Basis of Fees
- Total support costs typically equal 25-30% of a total program, and include planning, design, program/construction management, supported salaries, legal and other fees, testing and inspection, and program operating expenses.
- Planning fees are typically based on level of effort for their assigned tasks.
- Design fees are typically determined as a percentage of construction estimate, usually in the range of 10 – 12%. Design fees include architecture and engineering services for a project.
- Program / construction management fees are typically determined as a percentage of total program cost, usually in the range of 4 – 8%. Total fees are higher for (1) included program management services; and/or (2) smaller programs.

Program / Construction Manager
The program/construction management firm manages (but does not hold) contracts for the bond program, including architecture, engineering, construction, and specialty consultants. The firm also assists the District with cost control, scheduling, and other aspects of program and project planning and implementation.

Swinerton Management & Consulting
  Program, project and construction management

Architects
- The District Architect was selected to assist in planning the Measure C bond program. Other architects are under contract to design specific approved projects.

Ansheen + Allen
  Science / Math / Central Plant Complex, KTD

Hardison, Komatsu, Ivelich and Tucker (HKIT)
  Transportation Technology Complex, IVC

Kwan Henni
  Diamond PE Complex, KTD

Marcy Wong / Donn Logan
  Performing and Fine Arts Buildings (Arts Complex), KTD

Steinberg Architects
  District Architect

VBN Architects
  Main Building Complex, IVC
Marin Community College District
Measure C Bond Modernization Program

Engineers
District engineers are under contract to assist the District in planning the Measure C bond program. They may also be assigned to discipline-specific projects at the District’s discretion. Engineering services for building projects are performed under subcontract to the project architect.

Alfa Tech
Mechanical engineering, electrical engineering, plumbing, technology, security, emerging technologies study for photovoltaics

CSW/Stuber-Stroeh
Civil engineering (utilities, pavements, ground surfaces), land surveying, design for Kentfield West Bridge, storm drain repairs, fire mitigation, tree removal, Larkspur Annex demolition, Ignacio Creek erosion mitigation

Degenkolb Engineers
Structural engineering (building seismic hazards)

Fugro West, Inc.
Geotechnical engineering (ground seismic hazards, subsurface conditions)

Ninyo & Moore
Industrial hygiene / hazardous materials (asbestos, lead, PCB)

Royston, Hanamoto, Alley & Abbey
Landscape architecture

Specialty Consultants
Specialty consultants are under contract to perform required tasks outside the disciplines of architecture or engineering.

Amy Skewes/Cox
Environmental concerns / CEQA compliance

CCS Group
Assignment of square footage to State standards

Miller Brown & Dannis
Legal Counsel for Measure C
Marin Community College District  
Measure C Bond Program  
How Budgets are Developed  
Prepared by V-Anne Chenock, Director of Modernization

This formula uses a $10,000,000 building as an example:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASF</td>
<td>10,217</td>
<td>Based on WSCH requirements</td>
</tr>
<tr>
<td>GSF</td>
<td>16,858</td>
<td>GSF = ~ASF + 65% of ASF</td>
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<tr>
<td>Dollars per GSF</td>
<td>$450</td>
<td>Typical cost for a new standard classroom building</td>
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<tr>
<td>Estimated construction (2006 $)</td>
<td>$7,586,000</td>
<td>GSF * $/GSF</td>
</tr>
<tr>
<td>Allowance for bonds / insurance</td>
<td>$291,000</td>
<td>% of 2006 constr. 3.83%</td>
</tr>
<tr>
<td>Estimated escalation to mid-point</td>
<td>$1,214,000</td>
<td>% of constr + bonds 8% for 2 years</td>
</tr>
<tr>
<td>Change order contingency</td>
<td>$909,000</td>
<td>% of escalated total 10%</td>
</tr>
</tbody>
</table>

Subtotal Construction Cost                        | $10,000,000  

Support costs (JCAF)                              | % of total construction: |
| A/E design cost                                  | $1,100,000    | 11.00%  
| Plan check                                       | $150,000      | 1.50%  
| Other                                            | $50,000       | 0.50%  
| Testing                                          | $175,000      | 1.75%  
| IOR                                              | $270,000      | 3.56%  
| Construction management                          | $420,000      | 4.2%  
| A/E construction oversight                      | $200,000      | 2.00%  

Subtotal Support Cost                             | $2,365,000  

FF&E                                             | $569,000  

Identified Project Cost                           | $13,000,000  

% of total: 23.65%  

Industry standard including program mgmt: 25-30% of constr.  

Will not apply to non-building projects  

Rounded up to nearest $100k
<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>RATIO</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000</td>
<td>0000's</td>
<td>999999999999</td>
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<tr>
<td>0099</td>
<td>General Assignment</td>
<td>257</td>
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<tr>
<td>0100</td>
<td>Agriculture and Natural Resources</td>
<td>492</td>
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<tr>
<td>0115</td>
<td>Agricultural Power Equipment Technology</td>
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<tr>
<td>0200</td>
<td>Architecture and Related Technologies</td>
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<tr>
<td>0200</td>
<td>Environmental Sciences and Technologies</td>
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<td>0400</td>
<td>Biological Sciences</td>
<td>235</td>
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<tr>
<td>0500</td>
<td>Business and Management</td>
<td>128</td>
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<tr>
<td>0600</td>
<td>Media and Communications</td>
<td>214</td>
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<tr>
<td>0700</td>
<td>Information Technology</td>
<td>171</td>
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<tr>
<td>0800</td>
<td>Education</td>
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<tr>
<td>0900</td>
<td>Engineering and Industrial Technologies</td>
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<td>0936</td>
<td>Printing and Lithography</td>
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<td>0945</td>
<td>Industrial Systems Technology &amp; Maintenance</td>
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<tr>
<td>0946</td>
<td>Environmental Control Technology (HVAC)</td>
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<td>0947</td>
<td>Diesel Technology</td>
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<tr>
<td>0948</td>
<td>Automotive Technology</td>
<td>856</td>
</tr>
<tr>
<td>0949</td>
<td>Automotive Collision Repair</td>
<td>856</td>
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<tr>
<td>0950</td>
<td>Aeronautical and Aviation Technology</td>
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</tr>
<tr>
<td>0952</td>
<td>Construction Crafts Technology</td>
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<tr>
<td>0954</td>
<td>Chemical Technology (Plastics)</td>
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<td>0956</td>
<td>Manufacturing and Industrial Technology</td>
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<td>1000</td>
<td>Fine and Applied Arts</td>
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<tr>
<td>1100</td>
<td>Foreign Language</td>
<td>150</td>
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<tr>
<td>1200</td>
<td>Health</td>
<td>214</td>
</tr>
<tr>
<td>1300</td>
<td>Family and Consumer Sciences</td>
<td>257</td>
</tr>
<tr>
<td>1400</td>
<td>Law</td>
<td>150</td>
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<tr>
<td>1500</td>
<td>Humanities (Letters)</td>
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<tr>
<td>1600</td>
<td>Library Science</td>
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<tr>
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<td>Mathematics</td>
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<tr>
<td>1800</td>
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<td>1900</td>
<td>Physical Sciences</td>
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<td>2000</td>
<td>Psychology</td>
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<td>2100</td>
<td>Public and Protective Services</td>
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<td>2200</td>
<td>Social Sciences</td>
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<td>3000</td>
<td>Commercial Services</td>
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<tr>
<td>4900</td>
<td>Interdisciplinary Studies</td>
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<td>Clas</td>
<td>Classroom Space - Room Use 100's</td>
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</tr>
<tr>
<td>Libr</td>
<td>Library Space - Room use 400's</td>
<td>0</td>
</tr>
<tr>
<td>Otho</td>
<td>Office Space - Room Use 300's</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
### Kentfield Campus

#### 317A Tree Removal Kentfield
- ID: 257
- Duration: 01NOV05A
- Start: 31OCT05A

#### 321A Larkspur Annex Site Development
- ID: 394
- Duration: 01SEP05A
- Start: 24OCT05A

#### 308B Modernization of Diamond PE Center
- ID: 1062
- Duration: 01AUG05A
- Start: 29JUN09

#### 305A Reconstruction of Science CBL & CP
- New Bldg
- ID: 884
- Duration: 01SEP05A
- Start: 31MAR10

#### 306A Reconstruction of Fine Arts Center
- ID: 1,452
- Duration: 13DEC05A
- Start: 08AUG11

### Indian Valley Campus

#### 419A Ignacio Creek Erosion Mitigation
- ID: 456
- Duration: 14NOV05A
- Start: 22OCT07

#### 410A Gas Main Replacement
- ID: 277
- Duration: 03OCT05A
- Start: 30OCT05A

#### 414A Tree Removal IVC
- ID: 245
- Duration: 14NOV05A
- Start: 25OCT05A

#### 419A Fire Mitigation
- ID: 236
- Duration: 01SEP05A
- Start: 02AUG06A

#### 417x New Building Pomo Cluster
- ID: 844
- Duration: 01SEP05A
- Start: 17DEC09

#### 402x Modernization of Pomo Bldg 1, 2 & 4
- ID: 567
- Duration: 11SEP05A
- Start: 27NOV08

#### 401A Storm Drain repair
- ID: 125
- Duration: 05JUL05A
- Start: 29DEC05A

---

**Spent to Date:** $12,310,000
AGREEMENT FOR SPECIAL SERVICES
Legislative Advocacy

This is an agreement between the MARIN COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District,” and ARNOLD BRAY, hereinafter referred to as “Consultant,” entered into as of January 1, 2007.

RECITALS

WHEREAS, the District needs assistance regarding legislative advocacy on its behalf; and

WHEREAS, ARNOLD BRAY, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform legislative advocacy services on behalf of the District.

   a. Maintain a presence with the Legislature, the Governor’s Office, State Departments, Boards, and Commissions.

   b. Represent the District before the Legislature, various state departments, the Board of Governors and the State Controller, regarding issues of Basic Aid funding, local property tax revenues, and program flexibility.

   c. Provide the District with legislative bills and/or budget information review.

   d. Work with authors, committee consultants, caucus consultants, Office of the Legislative Analyst, the Department of Finance, and the Governor’s Office to ensure that the District’s position on policies and law changes is articulated and taken into consideration before final action.

   e. Convey, orally and in writing, the position of the District on State Budget matters brought before the various committees and houses of the Legislature.

   f. Provide reports during the legislative session, regarding basic aid to the District.

   g. Provide to the District various written materials that may be obtained by the Consultant to assist the District in planning and maintaining contact with changes that may occurring in Sacramento that affect the District.

   h. Stay in regular phone contact with the President or her designee relative to issues affecting the District.
2. The District agrees to pay to Consultant for services rendered under this agreement the sum of $1,500 per month, plus expenses, during the term of this twelve-month agreement, upon billing from Consultant. Expenses are not to exceed $1,000 for the twelve month period.

“Expenses” are defined as actual out-of-pocket expenses such as transportation, lodging, meals, duplicating services, fax charges, long distance and cellular telephone charges, and postage.

3. This agreement shall be for the period of twelve (12) months, beginning January 1, 2007, and terminating December 31, 2007. It may be terminated by either party prior to December 31, 2007, on thirty (30) days written notice. In case of cancellation, the District shall be liable for any costs accrued to date of cancellation under Item 2 above.

4. It is recognized by both parties that Consultant will be serving as a legislative advocate on behalf of the District and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: __________________________  DATE: ______________
FRAN WHITE
Superintendent and President
Marin Community College District

BY: __________________________  DATE: ______________
ARNOLD BRAY
Legislative Advocate
December 8, 2006

Francis White
Superintendent/President
Marin Community College District
835 College Avenue
Kentfield, CA 94904-2590

Dear Fran:

Another Budget year is fast approaching, and the Governor will release his proposed State Budget for 2007-08 on January 10, 2007.

Legislative service is our primary area of emphasis. Attacks on basic aid college districts often begin at the Capitol. Our role is to represent the interests of basic aid colleges daily, and particularly during the legislative session. It is our responsibility to ensure that we advise you of legislation that may affect basic aid districts, a process that includes reviewing all introduced and amended legislation on a daily basis to monitor for any proposed changes in law that would impact basic aid colleges. In addition, we actively engage the Legislature to dissuade members from taking actions that would harm basic aid districts.

When the Legislature reconvenes in January 2007 there will be new challenges for basic aid districts. There are 48 new members of the California Legislature—36 in the Assembly and 12 in the Senate. The Governor’s Office is also undergoing staffing changes, including the resignation of Secretary for Education Alan Bersin and the Governor’s Senior Advisor Bonnie Reiss. The combination of new legislators and new staff means 2007 will be a year focused on educating new players about the uniqueness of basic aid districts while protecting their interests.

The strategy for 2007 is to build relationships both at the Capitol and at the local level and to foster an understanding of the excellent education provided by basic aid districts with the goal of having myself and the district viewed as a resource. Since the funding level and local control enjoyed by basic aid districts may be greater than for other districts, staying below the radar screen at the Capitol will be the initial positioning for the college. However, building relationships and constant diligence are essential to preserving those things that make basic aid districts unique. Both internal relationships and relationships with state policymakers must be in place in case a proposal emerges that hurts basic aid districts.

I will focus on getting to know and developing working relationships with the new Senators and Assembly Members, particularly those representing the district and those who will sit on committees that will hear legislation that could impact basic aid districts. By the way, a study focusing on “Fiscal Adequacy and Efficiency for California Schools” will be submitted to the Legislature in January; while this report focuses on K-12 schools it could have an impact on K-12 basic aid schools, and therefore community colleges. The report looks at how the state is currently funding public schools and if there could be a better approach.
Finally, I would propose that our agreement, which expired in July 2006, be renewed for the 2007 legislative session at the current rate. I look forward to continuing my legislative efforts on behalf of the District. If additional information is needed, please do not hesitate to contact me at (916) 747-8382.

Sincerely,

[Signature]
ARNOLD BRAY
Legislative Advocate

Attachment
The Uniqueness of Basic Aid School Districts

During California’s difficult financial times, some have viewed with envy the property tax allocation that is generated by these uniquely funded California school districts known as basic aid districts. There have been proposals to recapture the income from these districts and reallocate it to other needs throughout California. This process of leveling down educational allocations to these premier districts would destroy high-quality educational programs and, thus, the state has generally adopted a commitment to level-up education funding for all local agencies.

The purpose of this summary is to recap the issue of California’s funding allocations to basic aid school districts and comment on some of the reasons to retain the basic aid allocations.

Who are the Basic Aid School Districts?

There are traditionally 45 to 55 K-12 districts and less than five community colleges that are basic aid each year. They range in size from numerous districts with less than 200 students to the largest district with more than 20,900 ADA/FTES.

In general, there are three characteristics that can lead to a school district being basic aid. First, a school district can be basic aid as a result of having a very low revenue limit calculation and, thus, it is easy for property tax income to exceed the low state revenue limit threshold.

Second, a district can be basic aid as a result of a decline in the district’s enrollment and moderate growth in district property tax income. If a district’s enrollment declines quickly, the authorized total revenue limit will also decline quickly. If, however, the district property tax values grow, the dollar amounts from property tax income can exceed the computed revenue limit. Any time a district’s property tax income exceeds the revenue limit threshold the district is, by definition, basic aid.

Third, a district can be basic aid as a consequence of high property tax values. A district that has oil wells, as an example, often has high property values per pupil and will have high property tax yields per ADA/FTES.

ARGUMENTS FOR THE RETENTION OF BASIC AID FUNDING

California K-14 School Districts Already Dramatically Lag the National Average; K-14 School Districts Should be Leveled Up, Not Down

If the State Legislature perceives that California basic aid school district have an advantage in their revenue levels, it is appropriate public policy to “level up” other school districts and not “level down” basic aid school districts.

To pull revenues from some of the proudest school districts in the state and redistribute those dollars amongst other state expenditures it will destroy some of these districts and in some cases would lead to imminent fiscal insolvency. Equalization of school district revenue is
appropriate—but the revenues of lower revenue districts should be increased to the national average, rather than pulling down the revenues of higher revenue districts.

**Basic Aid School Districts are Really Like California Cities**

The financing of basic aid school districts is much like California cities in that their increase or decline in total dollar allocations is a result of the growth or decline in property tax income. If property tax values decline, the district loses revenues; if property tax values increase, the district’s income will grow.

Like cities, counties or other entities of local government, the growth in income is irrespective of the population served. That is, the dollar income to the district is a result of property tax income change and not as a result of an increase or decline in student population.

Growth in the local property tax receipts for basic aid districts above an arbitrary level—that is, above district revenue limits—should not be recaptured by the state any more than they would be from cities or counties.

**Recapturing Property Tax Dollars Does Not Benefit Other Education**

While some California educators look enviously at the potential level of revenue of a basic aid school district, recapturing those dollars at the state level will not benefit other educational entities. Any property tax income that is received by California school districts in excess of their revenue limit is considered to be non-Proposition 98 income and the state is not obligated to give those dollars to public education.

The state of California could, theoretically at least, recapture property tax income from basic aid school districts and allocate those dollars to other K-14 school districts. However, the additional local property tax dollars for the other districts would be offset, dollar for dollar, by a reduction in state aid. The net result in that the state—and not public education—would be the beneficiary of such a plan. In short, since the dollar amounts to basic aid school districts are not part of the Proposition 98 calculation, a recapture of those amount would not yield additional dollars to the remaining California school districts.

**Property Tax Dependency Can Also Lead to Difficult Financial Times**

With the recent wide swing in property values, basic aid school districts have been aware of the negative side of basic aid—a loss in income but a growth in enrollment. Consider, as an example, a district that had declining property tax income, but yet had growth in its ADA/FTES. The district is forced into the position that it must provide more services for fewer dollars. Unlike state-aided districts, dollars in basic aid districts do not grow proportional to population.

These swings in property tax values are especially evident in those districts that are supported by the price of oil. With a wide fluctuation in oil values and the resulting change in property tax values, oil or energy dependent districts can have fast declines in income and still need to meet
obligations for growing ADA/FTES. These districts, due to the decline in property wealth, face even more difficult problems in trying to balance their obligations for educational delivery.

A decline in property can impose a precipitous and very difficult budget squeeze on basic aid school districts.

**Property Tax Income Paid by the Local Taxpayer Should be Allocated Locally**

In general, the state of California has respected the right of local agencies to be able to use the local property tax as a preliminary funding base for their own local programs. The sales tax, personal income tax and corporation tax have been the primary funding sources for the state and the property tax has been retained by local agencies for their purposes.

If, however, the state chose to recapture local property tax income from these 40-plus K-14 school districts, the added dollars would be used to meet state expenditures rather than local obligations. Property tax income paid by the local taxpayer should remain as a funding source for local agencies—and not funding for the state of California.

**Basic Aid School Districts Do Not Necessarily Have High-Income Residents**

Although basic aid school districts have often been called “high wealth,: the description is not of the residents but of the assessed value behind each pupil that is educated in the district.

Beverly Hills Unified School District, which has, as an example, one of the highest incomes for its residents, but is not basic aid. On the other hand, Taft High School District who has one of the lowest personal income levels in the state is a basic aid district. Property tax values determine whether or not a school district is basic aid and not the income of its residents. Or stated another way, district wealth in school finance terms is not based on average personal income.

**Basic Aid Board Members Can Roll Back Tax Rates So that it Cannot be Recaptured**

Under current law, school districts determine the amount of property taxes collected per $100 of assessed valuation rather than that tax rate being determined by the state. Basic aid school district Board Members have the authority to reduce the tax rate down to a level equal to their own revenue limit computation rather than collecting income in excess of the State’s computed revenue limit.

Thus, if the state chose to recapture basic aid school districts income, those Boards of Education have the authority to reduce the tax rate that is imposed upon their property taxpayers. The tax rate reduction would give local taxpayers tax relief and not the state of California. Unless the state wants to be in the position of mandating that school districts impose a local property tax rate, it is expected that local Trustees will give property tax rate relief rather than subsidize the state.
Summary

Basic aid districts do not seek any added or special benefits from the state of California other than to continue to be able to use local income for local purposes. Local property taxpayers should be able to keep their local dollars in their own community and their tax payments should not be redirected to non-educational services that are provided by the state of California.

Distributed by Schools for Sound Finance (SF)²
Prepared by: School Services of California, Inc.
1121 L Street, Suite 1060
Sacramento, CA 95814
To: Board of Trustees
From: Superintendent/President
Subject: Classified Personnel Recommendations

Reason for Board Consideration:

APPROVAL

Enclosure(s):

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/Decrease in Assignment/Salary for Classified Personnel
C. Resignation/Separation 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.

G. Oropesa is on the non-instructional side of the 50% law.

B. Bonander, L. Koffman, J. Cady, R. Lavin, S. McKinnon, J. Reisinger, M. Robinson, V. Ariano, K. Gallagher, S. Lumsdaine, B. Sheofsky, R. Smith, R. Southard and M. Mendoza 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

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<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>*Oropeza, Guadalupe</td>
<td>Maintenance Painter</td>
<td>1.0</td>
<td>12</td>
<td>12/18/2006</td>
</tr>
<tr>
<td>1.</td>
<td>*Robinson, Mark</td>
<td>Lab Technician – Astronomy/Engineering/Physics</td>
<td>1.0</td>
<td>12</td>
<td>01/08/2007</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Oropeza has accepted the 1.0 FTE/12MPY position of Maintenance Painter effective December 18, 2006.

2. Mr. Robinson has accepted the 1.0 FTE/12MPY position of Lab Technician to the Astronomy/Engineering and Physics Department effective January 8, 2007.

*Probationary employee 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>
<tr>
<td>Bonander, Barbara</td>
<td>Testing</td>
<td>12/1/2006</td>
<td>6/30/2007</td>
<td>$46.42</td>
</tr>
<tr>
<td>Cady, Jeff</td>
<td>Testing</td>
<td>12/1/2006</td>
<td>6/30/2007</td>
<td>$46.42</td>
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<tr>
<td>McKinnon, Sara</td>
<td>Testing</td>
<td>12/1/2006</td>
<td>6/30/2007</td>
<td>$46.42</td>
</tr>
<tr>
<td>Reisinger, JoAnn</td>
<td>Testing</td>
<td>12/1/2006</td>
<td>6/30/2007</td>
<td>$46.42</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION**

1-6. Individuals will serve as Professional Experts to provide student assessment of testing in the credit ESL program for Spring Semester 2007
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>Ariano, Vaughan</td>
<td>Instructional Specialist – English</td>
<td>From .40 To .32</td>
<td>8.5</td>
<td>Perm.</td>
<td>01/29/2007 – 05/26/2007</td>
</tr>
<tr>
<td>2.</td>
<td>Gallagher, Kaitlyn</td>
<td>Instructional Specialist – English</td>
<td>From -.47 To -.7467</td>
<td>8.5</td>
<td>Perm.</td>
<td>01/29/2007 – 05/26/2007</td>
</tr>
<tr>
<td>3.</td>
<td>Lumsdaine, Silver</td>
<td>Lab Technician – Health Sciences</td>
<td>From -.40 To -.4933</td>
<td>10</td>
<td>Perm.</td>
<td>01/18/2007 – 06/15/2007</td>
</tr>
<tr>
<td>4.</td>
<td>Sheosky, Beth</td>
<td>Instructional Specialist – English</td>
<td>From -.30 To -.53</td>
<td>8.5</td>
<td>Perm.</td>
<td>01/29/2007 – 05/26/2007</td>
</tr>
<tr>
<td>5.</td>
<td>Smith, Rion</td>
<td>Instructional Specialist – English</td>
<td>From -.37 To -.64</td>
<td>8.5</td>
<td>Perm.</td>
<td>01/29/2007 – 05/26/2007</td>
</tr>
<tr>
<td>6.</td>
<td>Southard, Rowena</td>
<td>Instructional Specialist – English</td>
<td>From -.50 To -.7733</td>
<td>8.5</td>
<td>Perm.</td>
<td>01/29/2007 – 05/26/2007</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Ariano has requested a temporary decrease in assignment for the Spring 2007 semester.

2 – 6. Temporary increase in assignments to accommodate the needs of both the English and Nursing Departments for the Spring Semester 2007.
C. RESIGNATION/SEPARATION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mendoza, Miguel</td>
<td>Lab Technician, Computer Science Department</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>c.o.b. 12/29/2006</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Mendoza has submitted his letter of resignation effective close of business December 29, 2006
### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th></th>
<th>Board of Trustees</th>
<th>Date: January 16, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To:</strong></td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.C</td>
</tr>
<tr>
<td><strong>From:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subject:</strong></td>
<td>Classified Management Personnel Recommendations</td>
<td></td>
</tr>
<tr>
<td><strong>Reason for Board Consideration:</strong></td>
<td>APPROVAL</td>
<td>Enclosure(s): Recommendations</td>
</tr>
</tbody>
</table>

### BACKGROUND:

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

A. Resignation of Classified Management Personnel

### BUDGET IMPLICATIONS:

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

Rainer Wachalovsky is on the non-instructional side of the 50% law.

### RECOMMENDATION:

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

---

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wachalovsky,</td>
<td>Director of Information Technologies</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>01/22/2007</td>
</tr>
<tr>
<td>Rainer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Wachalovsky resignation becomes effective close of business on January 22, 2007.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Academic Personnel Recommendations
Reason for Board Consideration: APPROVAL

Enclosure(s): Recommendations

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Academic Request for Approved Unpaid Leave/Reduced/Increased Assignment

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
### ACADEMIC REQUEST FOR APPROVED UNPAID LEAVE/REDUCED/INCREASED ASSIGNMENT

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Red./Inc. Assign</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenison-Scott, Joetta</td>
<td>Counselor, Re-Entry</td>
<td>From: .75</td>
<td>Permanent</td>
<td>To: Temp. 1.0</td>
<td>1/16/07-5/25/07</td>
</tr>
</tbody>
</table>

### BACKGROUND INFORMATION:

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 16, 2007
Item & File No. C.11.E

Subject: Short-Term Hourly Positions
Reason for Board Consideration: APPROVAL
Enclosure(s): Job Descriptions

BACKGROUND

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

Short-Term Hourly Positions.

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

Lab Assistant III in Biology/Geology, EMT Lab Assistant in Health Sciences, Math Lab Tutor in Mathematics and Reader/Testing in the Testing Office are on the instructional side of the 50% law.

Bookstore Clerk in the Bookstore and Field Trip Driver in Biology/Geology 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 – January 16, 2007

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
<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>1</td>
<td>01/17/2007</td>
<td>02/22/2007</td>
<td>$8.25- $9.25 hour DOE</td>
</tr>
<tr>
<td>Health Sciences (Medical Assisting/EMT)</td>
<td><strong>EMT Lab Assistant</strong> – Assist instructor with lab practice classes. EMT regulations state that lab classes must have ratio of 10:1.</td>
<td>5</td>
<td>01/22/2007</td>
<td>05/25/2007</td>
<td>$20.00 hour</td>
</tr>
<tr>
<td>Science Center Biology/Geology</td>
<td><strong>Field Trip Driver</strong> – Drive insured rental vehicles on designated field trip excursions.</td>
<td>8</td>
<td>01/22/07</td>
<td>05/31/2007</td>
<td>$150 per field trip per person maximum.</td>
</tr>
<tr>
<td>Science Center Biology/Geology</td>
<td><strong>Lab Assistant III</strong> – Assist Classified Staff. Help to organize, maintain, set-up, inventory, identify, catalog, prepare and design laboratory materials and installations.</td>
<td>6</td>
<td>01/22/2007</td>
<td>05/25/2007</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Science Center Mathematics</td>
<td><strong>Math Lab Tutor</strong> – Assist Classified Staff. Tutor math lab students.</td>
<td>6</td>
<td>01/22/2007</td>
<td>05/31/2007</td>
<td>$10.75 hour</td>
</tr>
</tbody>
</table>

January 16, 2007
| Testing Office | **Reader/Testing** - Reading essays for English Placement tests for Success Workshops. | 6 | 01/07/2007 | 05/31/2007 | $19.31 – $21.08 hour (Pay based on CSEA salary scale) |

**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.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Date: January 16, 2007  
Item & File No. C.11.F

Subject:  
Budget Transfers – Month of December – FY 2006/07

Reason for Board Consideration:  
APPROVAL

Enclosure(s):

BACKGROUND:

The accompanying transfer information includes ten budget transfers in December, totaling $5,851.31 from Unrestricted Funds.

There was one transfer from Restricted Funds for $1,900.00 for Annual Giving. There was an additional transfer from Restricted Reserves Contingency for $70,794.00 to augment the budget, as per the State Chancellor’s notification of October 2006.

There were two budget transfers made from the Measure C Contingency Reserves, totaling $22,306.00, throughout December 2006, for a change order, regarding the Gas Main Replacement (Geotech Utility Surveys) and a second transfer for Storm Drain Repair Bid advertisements and a Notice of Exemption.

Net effect of transfers.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>53,150</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>3,700</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>123</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>8,173</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>5,649</td>
<td></td>
<td>22,306</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>(70,794)</td>
<td></td>
<td>(22,306)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9000 (General Ledger)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the Budget Transfers – Month of December - FY 2006/07.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
### BUDGET TRANSFERS

#### UNRESTRICTED

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1273</td>
<td></td>
<td>(1,000)</td>
<td>1,000</td>
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<td>0</td>
<td></td>
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<tr>
<td>2</td>
<td>1289</td>
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<td>(150)</td>
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<td>440</td>
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<tr>
<td>4</td>
<td>1292</td>
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<td>300</td>
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<tr>
<td>5</td>
<td>1286</td>
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<td>42</td>
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<td></td>
<td>42</td>
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<tr>
<td>6</td>
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<td>(877)</td>
<td>877</td>
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<td>877</td>
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<tr>
<td>7</td>
<td>1311</td>
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<td>(240)</td>
<td>240</td>
<td></td>
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<td>240</td>
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<tr>
<td>8</td>
<td>1314</td>
<td></td>
<td>(1,850)</td>
<td>250</td>
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<td>9</td>
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<td>10</td>
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<td>(303)</td>
<td>303</td>
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<tr>
<td>11</td>
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<td></td>
<td></td>
<td></td>
<td>0</td>
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<td>5,851.31</td>
</tr>
</tbody>
</table>

#### RESTRICTED FUND

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
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<tbody>
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<td></td>
<td>(1,900)</td>
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<tr>
<td>2</td>
<td>1308</td>
<td>55,000</td>
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</tr>
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<td>4</td>
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<td></td>
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<td>0</td>
</tr>
<tr>
<td>5</td>
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<td></td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND**

|       | 53,150.00 | 3,700.00 | - | 122.77 | 8,172.50 | 5,648.73 | (70,794.00) | - | 70,794.00 | 78,545.31 |

#### MEASURE C FUND

- 1280
- 1283

<table>
<thead>
<tr>
<th></th>
<th>886</th>
<th></th>
<th>(886)</th>
<th>0</th>
<th>886</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>21,420</td>
<td></td>
<td>(21,420)</td>
<td>0</td>
<td>21,420</td>
</tr>
</tbody>
</table>

**TOTAL ALL FUNE**

|       | 53,150 | 3,700 | 0 | 123 | 8,173 | 27,955 | (93,100) | 0 | 93,100 | 100,851 |

Budget inter-project transfers were funds remained with Object Code, same object code and transfers offset to zero, not included in totals.

- 1284
- (155,800) | 155,800 | 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- (155,800.00) | 155,800.00 | 0

Total Measure C Building transfers were funds remained within same object code.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>January 16, 2007</td>
</tr>
<tr>
<td>Item &amp; File No.</td>
<td>C.11.G</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Warrant Approval for Month of December 2006/2007</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>APPROVAL</td>
<td>enclosure(s):</td>
<td>Warrant Listing</td>
</tr>
</tbody>
</table>

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 **12/06/06 through 12/19/06**, warrants **64648-65026** were issued in the total amount of **$2,337,490.57**.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: January 16, 2007

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 64648-65026 in the amount of $2,337,490.57 for all funds for the period 12/06/2006 through 12/19/2006 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 $793,948.82 of the above amount.

President or Designee

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>19,977,252</td>
<td></td>
<td>9,957,748</td>
<td>10,019,505</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>10,837,858</td>
<td></td>
<td>5,084,330</td>
<td>5,753,528</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>9,570,290</td>
<td></td>
<td>4,215,989</td>
<td>5,354,301</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,476,570</td>
<td>133,007</td>
<td>317,495</td>
<td>1,026,068</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>5,226,235</td>
<td>331,809</td>
<td>1,972,453</td>
<td>2,921,973</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,515,993</td>
<td>71,705</td>
<td>316,228</td>
<td>1,128,060</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,002,642</td>
<td></td>
<td>1,623,075</td>
<td>2,379,568</td>
</tr>
<tr>
<td>Total</td>
<td>52,606,840</td>
<td>536,521</td>
<td>23,487,318</td>
<td>28,583,002</td>
</tr>
</tbody>
</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.

** Includes financial aid awards and inter-fund transfers.
BOARD AGENDA ITEM

To: Board of Trustees                      Date: January 16, 2007
From: Superintendent/President               Item & File No. C.11.H

Subject:
Agreement for Learning Opportunities with Children’s Hospital and Research Center Oakland for Pediatric Experience for RN Student Program

Reason for Board Consideration:               Enclosure(s):

APPROVAL

agreement

BACKGROUND:

The College currently has agreements with various hospitals to provide clinical training experience for the College’s Registered Nursing (RN) students. RN students are required to have internship-like practical experience in pediatrics as part of their clinical experience training. There is a need to expand the placement opportunities in order for the students to accomplish the training portion of the program.

The Colleges wishes to enter into agreements with Children’s Hospital and Research Center Oakland for additional placement opportunities for our RN students. A copy of the agreement for these services is attached for review.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize District staff to enter into an agreement with Children’s Hospital and Research Center Oakland in order to provide pediatric experience for the College’s Registered Nursing students.
AGREEMENT TO FURNISH LEARNING OPPORTUNITIES
FOR REGISTERED NURSING STUDENTS

PART I - BASIS AND PURPOSE OF THE AGREEMENT

THIS AGREEMENT, made and entered into January 16, 2007, by and between the Marin Community College District, by the Governing Board of the College of Marin, Kentfield, California (hereinafter called "College") and Children's Hospital & Research Center Oakland located in Oakland, California (hereinafter called "Hospital").

WITNESSETH

WHEREAS, the College has a program to prepare Registered Nurses approved by the California Board of Registered Nursing, Bureau of Consumer Affairs; and

WHEREAS, the Hospital has a facility which can provide opportunity for necessary learning experiences; and

WHEREAS, it is to the mutual benefit of the parties that students of the College Registered Nursing Program use the facilities of Hospital for their learning experiences;

NOW, THEREFORE, the parties agree to the conditions as follows:

PART II - RESPONSIBILITIES OF THE COLLEGE

1. College assumes full responsibility for the educational program and will provide instruction, evaluation, and discipline of the students.

2. College agrees that assigned students shall be subject to the rules and regulations of Hospital and shall conform to the requirements and restrictions of the Hospital and shall not be considered employees.

3. College agrees that assigned students shall be supervised by the appointed College faculty, or other designated and mutually agreed upon staff member. Specifically, the Hospital maintains professional and legal responsibility for the quality and supervision of patient care. The clinical instructors from the College are responsible for students' needs and course objectives. In the case of a Preceptorship and by mutual agreement, direct clinical supervision of students may be delegated by instructors to the Preceptor. In all other instances, supervision of student experiences shall be by the instructor assigned to the Hospital.

4. College agrees to designate, by name, students who will be assigned to the Hospital and advise the Hospital in writing of any changes, deletions, additions, with respect to student assignments. All students will be required to have training prior to the beginning of their clinical experience in all applicable state or federally mandated topics affecting health care providers, including but not necessarily limited to, hazardous materials handling and disposal and precautions related to blood borne pathogens.
5. College will require all students to conform to Hospital’s health requirements regarding PPD and immunization status prior to the start of each student’s clinical experience.

6. College agrees that confidentiality shall be maintained and student access to records may be limited at the discretion of the Hospital.

7. College agrees to carry workers’ compensation for College faculty and students.

8. College agrees to comply with Executive Order 11246 with regard to Affirmative Action.

9. College shall designate a faculty member to coordinate with a designee of the Hospital in the planning of the program to be provided students.

**PART III - RESPONSIBILITIES OF THE HOSPITAL**

1. Hospital will retain responsibility for nursing care and related duties; however, Hospital will provide the opportunity for appropriate learning experiences to the student and will permit access to the appropriate facilities for such period of time as shall be mutually agreed.

2. Hospital will provide emergency care or first aid for any student who is injured at the Hospital according to Hospital policy. Students are not covered by Hospital Workers’ Compensation.

3. Hospital staff may participate in the education of the students. Such participation will be voluntary and shall not interfere with assigned duties.

4. Hospital will provide orientation for instructors and students and on-going communication of policies and procedures that relate to nursing.

5. Hospital will assure the availability and appropriateness of the learning environment in relation to the program’s written objectives.

6. Hospital will assure that the staff is adequate in number and quality to insure safe and continuous health care services to the patients.

7. Hospital will designate an individual who will work with instructors in providing appropriate communication channels and in planning, implementing, and coordinating the training program.

**PART IV - LIABILITY STATUS OF THE CONTRACTING AGENCIES**

1. Recognizing the risk to the Hospital when it permits its facilities to be used for student education and in consideration of this learning opportunity, the College hereby agrees to cooperate with Hospital in every reasonable and proper manner in the event of claims against the Hospital by students or instructors. The College will provide liability coverage through its joint powers memberships.

2. The College shall provide all students and instructors while assigned to the Hospital with self-insured Workers’ Compensation and Liability coverage. Upon request the College will provide the Hospital with evidence of liability insurance coverage in the amount of at least $1,000,000 per occurrence/$3,000,000 aggregate.
3. Hospital shall be responsible and liable for the acts of its officers, agents or employees in connection with this Agreement and will maintain a policy of general liability and professional liability in amounts $1 million/$3 million covering services to Hospital patients. A Certificate of Insurance and additional insured endorsement evidencing such coverage shall be delivered to the College upon request.

4. College shall defend, indemnify, and hold Hospital, 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 College, its officers, employees, or agents.

5. Hospital shall defend, indemnify, and hold Hospital, 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 Hospital, its officers, employees, or agents.

**PART V - NONDISCRIMINATION**

The agencies agree not to discriminate in the selection or acceptance of any student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, 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 or agency policy.

**PART VI - DURATION OF THIS CONTRACT**

This Agreement shall be effective upon the signature of both parties per date in Part I of this Agreement and shall continue until terminated by any one of the parties hereto. Termination shall be effected by written notice of intent to terminate at least 60 days prior to the date of termination. This Agreement may be terminated and its provisions may be altered, changed or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated.

Date: __________________________ Date: __________________________

Marin Community College District
Vice President, College Operations
835 College Avenue
Kentfield, CA 94904

Children’s Hospital & Research Center Oakland
747 Fifty Second Street
Oakland, CA 94609
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees                   Date: January 16, 2007
From: Superintendent/President

Subject: Credit Course Revisions

Reason for Board Consideration:

APPROVAL

BACKGROUND:

Revised courses are developed by faculty at the discipline level. Revisions are proposed by departments to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board Policy 2.0001 and 2.0001 DP.1.

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

ASL  203
Intermediate Sign Language III          Revise catalog description, course content, and texts/assigned reading.

AUTO  241
BAR 2007 Smog Check Technician Update Training Course  Change course number from AUTO 139F BAR 2007 Smog Check Technician Update Training Course to AUTO 241 BAR 2007 Smog Check Technician Update Training Course. Revise texts/assigned reading.

BIOL  169A
Introduction to Ornithology            Revise catalog description, course content, schedule description, student outcomes, methods of instruction, and texts/assigned reading.

RECOMMENDATION:

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

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
Credit Course Revisions – Continued

BUS 112
Financial Accounting
Revise catalog description, course content, schedule description, methods of instruction, and texts/assigned reading.

CHIN 101
Chinese Mandarin I
Revise catalog description, course content, schedule description, critical thinking, and student outcomes.

CHIN 102
Chinese Mandarin II
Revise catalog description, course content, schedule description, and student outcomes.

COMM/
JOUN 160
Images of Race, Gender, and Class in the Media
Change Course Title from “Images of Women and Minorities in the Media” to “Images of Race, Gender and Class in the Media.” Revise catalog description, course content, schedule description, student outcomes, and texts/assigned reading.

COUN 114
College Success Investigations
Change course number and title from COUN 114B “Student Success Seminar” to COUN 114 “College Success Investigations.” Revise catalog description and schedule description.

COUN 125
How to Study Effectively
Revise critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

COUN 130
Career Life Skills Planning
Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

DANC 132
Musical Theatre
Revise course content, critical thinking, student outcomes, methods of evaluation, and texts/assigned reading.

DANC 133
Musical Theatre II
Revise course content, schedule description, critical thinking, student outcomes, methods of evaluation, and texts/assigned reading.
Credit Course Revisions – Continued

DANC 154
Dance Production

Revise catalog description, course content, schedule description, critical thinking, student outcomes, and methods of evaluation.

DENT 192
Dental Assisting Clinical Application in Dental Offices

Change prerequisite from DENT 176 to DENT 183 and 186. Change corequisite from none to DENT 192A. Revise catalog description, course content, and schedule description.

ETST 154
Native American Literature

Revise course content and texts/assigned reading.

FIRE 112
Emergency Medical Technician -1

Change prerequisite from “First Aid for Health Care Provider Title 22” to “First Aid for Health Care Provider or Equivalent.”

MMST 112
Interactive Design for Multimedia

Change course title from MMST 112 “Interface Design” to MMST 112 “Interactive Design for Multimedia.” Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

MMST 150
Digital Imaging Techniques with Photoshop


NE 203
Level III Nursing Skills Laboratory

Change course title from “Nursing Skills Laboratory” to “Level III Nursing Skills Laboratory.” Change corequisite from NE 230, NE 232, NE 234, NE 236 to NE 210, NE 212, NE 214, NE 216. Revise catalog description, course content, critical thinking, student outcomes, methods of evaluation, and texts/assigned reading.

REAL 115
Real Estate Principles

Revise catalog description, schedule description, student outcomes, and texts/assigned reading.
<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>REAL 116</td>
<td>Real Estate Practice</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 117</td>
<td>Legal Aspects of Real Estate</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 210</td>
<td>Real Estate Finance</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 212</td>
<td>Real Estate Appraisal I</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 215</td>
<td>Real Estate Economics</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 217</td>
<td>Advanced Real Estate</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td></td>
<td>Appraisal II</td>
<td></td>
</tr>
<tr>
<td>REAL 218</td>
<td>Property Management</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 219</td>
<td>Escrows</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>REAL 220</td>
<td>California Loan Brokering</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:  Board of Trustees  Date:  January 16, 2007
From:  Superintendent/President  Item & File No.  C.11.J
Subject:  New Credit Courses

Reason for Board Consideration:  APPROVAL

Enclosure(s):  

BACKGROUND:

New courses are developed by faculty at the discipline level. They are proposed to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board policy 2.0001 and 2.0001 DP.1.

The Academic Program will offer the following new credit courses. The courses are recommended by the appropriate academic departments, the Curriculum Committee, and the Vice President of Student Learning. The proposed new courses may be categorized as follows:

**Liberal Arts and Sciences**

Courses of freshman and sophomore level in the area of liberal arts and sciences transfer education.

- **BIOL 160**  Soil: Ecology and Management
  
  This class explores how soil forms and develops its physical and biological components and their interrelationships.

- **BIOL 169B**  Introduction to Ornithology B
  
  This course is a science-based course and takes a field oriented approach to understanding the biology of birds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed new credit courses.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
**Liberal Arts and Sciences** – Continued

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>DENT 192A</td>
<td>Pit and Fissure Sealants</td>
</tr>
<tr>
<td></td>
<td>This course is designed to give students knowledge in the application of Pit and Fissure sealants on patients.</td>
</tr>
<tr>
<td>DENT 192AL</td>
<td>Pit and Fissure Sealants Laboratory</td>
</tr>
<tr>
<td></td>
<td>This course is designed to give students knowledge and meaningful participation in the application of Pit and Fissure sealants on patients.</td>
</tr>
<tr>
<td>JPNS 105A</td>
<td>Japanese Kanji</td>
</tr>
<tr>
<td></td>
<td>Intensive study of Kanji characters to increase competence in reading and writing Japanese and understanding authentic materials.</td>
</tr>
<tr>
<td>MATH 103A</td>
<td>Intermediate Algebra – the first part of a 2-part sequence Math 103AB</td>
</tr>
<tr>
<td></td>
<td>Satisfactory score on Math Assessment Test or a grade of C or higher in Math 101, Math 101XY, or Math 101AB. This course is the first of a 2 part sequence, Math 103AB.</td>
</tr>
<tr>
<td>MATH 103B</td>
<td>Intermediate Algebra – the second part of a 2-part sequence Math 103AB</td>
</tr>
<tr>
<td></td>
<td>This course is an extension of many of the concepts introduced in elementary algebra. New Topics include absolute value inequalities, systems of linear equations with matrix elimination methods, linear programming, functions and graphs.</td>
</tr>
<tr>
<td>MATH 190</td>
<td>Mathematics for Teachers</td>
</tr>
<tr>
<td></td>
<td>This is a course appropriate for students who may be teaching or considering teaching K-12 mathematics, and anyone who may wish to benefit from a deeper understanding of foundational topics in mathematics and explore methods of delivery.</td>
</tr>
<tr>
<td>NE 216</td>
<td>Nursing III – Advanced Concepts in Cardiovascular Oxygenation and Renal Function</td>
</tr>
<tr>
<td></td>
<td>This course presents advanced concepts related to the nursing management and collaborative care of clients, across the life-span with select critical and/or complex cardiovascular, respiratory, and renal problems.</td>
</tr>
</tbody>
</table>
### Liberal Arts and Sciences – Continued

<table>
<thead>
<tr>
<th>Code</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>NE</td>
<td>216L</td>
</tr>
<tr>
<td>NE</td>
<td>220B</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>NE</td>
<td>225</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>NE</td>
<td>225L</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>PE</td>
<td>110</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>PE</td>
<td>146</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Liberal Arts and Sciences** – Continued

**SOC 114**  
Global Social Problems

The study of global conflict and resolution including issues of economic development, population mobility, public health, environmental degradation, asymmetrical, and international warfare.

**SPAN 140**  
Spanish Immersion Studies A – D

This course is designed to create an opportunity for student cultural immersion in a Spanish-speaking country alongside the grammatical study of Spanish 101, 102, 203, or 204.

**New Vocational/Professional Offerings**

Courses designed to assist students in learning new skills using advanced technical equipment and approaches.

**MMST 160**  
Digital Image Calibration and Printing

This course will provide advanced knowledge of techniques and practices for successful printing of digital images and artwork for design and visual art.
BACKGROUND:

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

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

DELETIONS

<table>
<thead>
<tr>
<th>BUS</th>
<th>97</th>
<th>Business English</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUS</td>
<td>112B</td>
<td>Financial Accounting 1B</td>
</tr>
<tr>
<td>CIS</td>
<td>241</td>
<td>Introduction to XML Programming</td>
</tr>
<tr>
<td>N E</td>
<td>236</td>
<td>Nursing Role: Oxygenation, Fluid, and Electrolytes</td>
</tr>
<tr>
<td>N E</td>
<td>236L</td>
<td>Oxygenation, Fluid, and Electrolytes Practicum</td>
</tr>
<tr>
<td>N E</td>
<td>238</td>
<td>Nursing Role: Member within the Profession of Nursing</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed credit course deletions.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
<table>
<thead>
<tr>
<th>Code</th>
<th>Course #:</th>
<th>Course Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NE</td>
<td>240</td>
<td>Nursing Role: Level IV: Clinical Transition and Manager of Client Care</td>
</tr>
<tr>
<td>NE</td>
<td>240L</td>
<td>Nursing Role: Level IV: Clinical Transition and Manager of Client Care Practicum</td>
</tr>
<tr>
<td>NE</td>
<td>250B</td>
<td>Pharmacology in Nursing</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: January 16, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.L</td>
</tr>
<tr>
<td>Subject:</td>
<td>Less Than 18 Unit Credit Certificates</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
</tbody>
</table>

BACKGROUND:

California Community Colleges may now issue credit certificates for fewer than 18 units per revised Title 5 regulations. Locally approved less than 18 unit certificate programs may be part of a “ladder” of skills, beginning with job entry skills and leading to a full Career Certificate Program or may constitute a skill set that enables a student to upgrade or advance in an existing career. These programs are shorter in duration and narrower in scope than the Career Certificate. Less than 18 unit credit certificates may be advertised in college publications but only the Career Certificate may be advertised as providing full preparation for employment in a career.

The following list of less than 18 unit credit certificates is recommended by the Vice President of Student Learning, and credit departments, and reviewed and approved by the Curriculum Committee for consistency with college mission, meeting a demonstrated need, and feasibility. The certificate is now being recommended for local Board approval.

**The Basic Certificate in Environmental Science**

This is the starting point for all those interested in pursuing interests in environmental science! The program leading to this certificate introduces students to the major areas of environmental science, provides the basic background necessary for analysis and solution of environmental problems, gives an overview of some of the most important problems in Marin, and provides direct contact with people solving them.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed less than 18 unit credit certificates.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
The Basic Certificate in Environmental Science - continued

It is designed to be completed in two years. It can be added to a College of Marin A.A./A.S. degree to improve transferability to bachelors’ programs in environmental science. It can also be earned apart from any degree to show mastery of the basics of the field of environmental science and to increase the diversity of job options in the field.

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIOL/GEOL 138 Introduction to Environmental Science</td>
<td>4</td>
</tr>
<tr>
<td>BIOL 110 Introduction to Biology</td>
<td>3</td>
</tr>
<tr>
<td>CHEM 105 Chemistry in the Human Environment or Physical Geology</td>
<td>3</td>
</tr>
<tr>
<td>GEOL 120 Physical Geology</td>
<td></td>
</tr>
<tr>
<td>GEOG 101 Physical Geography</td>
<td></td>
</tr>
<tr>
<td>BIOL/GEOL 142 Environmental Policy and Planning or Ethics in Science or Humans and the Environment</td>
<td>3</td>
</tr>
<tr>
<td>(BIOL/GEOL 145)</td>
<td></td>
</tr>
<tr>
<td>GEOG 102</td>
<td></td>
</tr>
<tr>
<td>BIOL/GEOL 143 Stewardship of Marin Parks and Open Space or Food, People and the Environment or Marin County Agriculture</td>
<td>3</td>
</tr>
<tr>
<td>(BIOL 147)</td>
<td></td>
</tr>
<tr>
<td>BIOL 148</td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND:

Sabbatical leaves are awarded to faculty according to the criteria outlined in Article 5, Section 5.6 of the MCCD/UPM Contract. The Sabbatical Leave Committee, through its Chair Matthew Prieve, recently submitted a recommendation for six sabbatical leaves for Fiscal Year 2007-2008:

“The Sabbatical Leave Committee is recommending the approval of the sabbatical leave proposals for Chester Arnold, Erik Dunmire, Cheryl Goldman, Jeannie Langinger, Laurie Ordin, Paul Smith, and William Allen Taylor.”

The following information was discerned from the proposals:

<table>
<thead>
<tr>
<th>Name</th>
<th>Sabbatical length and dates requested</th>
<th>Purpose</th>
<th>Expected outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chester Arnold</td>
<td>1 year, Fall 2007 and Fall 2008</td>
<td>Formal study, independent study, travel</td>
<td>Writing and publication of a studio handbook/textbook</td>
</tr>
<tr>
<td>Erik Dunmire</td>
<td>1 year, Fall’2007 and Spring 2008</td>
<td>Independent study</td>
<td>Report and presentations on studies</td>
</tr>
<tr>
<td>Cheryl Goldman</td>
<td>½ year, Fall 2007</td>
<td>Independent study</td>
<td>Written manuscript</td>
</tr>
<tr>
<td>Jeannie Langinger</td>
<td>½ year, Fall 2007</td>
<td>Independent study</td>
<td>Report: Development of case studies to elucidate medical surgical and pharmacology content</td>
</tr>
<tr>
<td>Laurie Ordin</td>
<td>1 year, Fall 2007 and Spring 2008</td>
<td>Independent study</td>
<td>Report: synopsis of what has been learned and proposal for project to add lab component to 3 math courses</td>
</tr>
<tr>
<td>Paul Smith</td>
<td>1 year, Spring 2008 and Fall 2008</td>
<td>Independent study and travel</td>
<td>Report, public performances, development of four new classes</td>
</tr>
<tr>
<td>William Allen Taylor</td>
<td>1 year, Fall 2007 and Spring 2008</td>
<td>Independent study</td>
<td>Report, journal of findings, performance of one-person play, participation in festival</td>
</tr>
</tbody>
</table>
The attachments are the Sabbatical Leave Proposals and the memo outlining recommendations from the Sabbatical Leave Committee.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the recommended sabbatical leaves for Fiscal Year 2007-2008.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
To: Anita Martinez
From: Matthew Priewe
Date: November 21, 2006
Re: Sabbatical Leave Recommendations

The Sabbatical Leave Committee is recommending the approval of the sabbatical leave proposals for Chester Arnold, Erik Dunnire, Cheryl Goldman, Jeannie Langinger, Laurie Ordin, Paul Smith, and William Allen Taylor.

The results below are the committee’s final evaluation of the ten Sabbatical Leave Proposals submitted for the six sabbatical leaves available in Fiscal Year 2007-2008.

<table>
<thead>
<tr>
<th>Available Leaves</th>
<th>Name of Applicant</th>
<th>Leave Time</th>
<th>Rate Value To District</th>
<th>Previous Sabbatical Leaves or Start Date</th>
<th>Years Since Last Leave</th>
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I am enclosing three “Sliding Scale” of Values for Evaluating Sabbatical Leave Proposals F 5.6.7 (a) forms detailing the committee’s evaluations and each original application for your review. Please return the forms and applications to Human Resources when you are finished. If you have any questions, please contact me at 7476 or matthew.priewe@marin.edu.

Matthew Priewe, Chair
Sabbatical Leave Committee 2006/2007

Received Student Learning

NOV 21 2006
Marin Community College District

APPLICATION FOR SABBATICAL LEAVE
(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.6 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: CHESTER ARNO

2. Period of leave requested (dates): FALL 07 and FALL 08

3. Have you taken a District sabbatical leave before? □ Yes □ No. If yes, when? 

4. Number of consecutive years of full-time service in the District since your last sabbatical leave? 6

A year of full-time service equals:

A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.

B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.

C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).

5. Purpose(s) of Leave: □ Formal study, □ independent study, × Travel, including study or research

6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; and to file a report of the results of the leave to the Sabbatical Leave Committee.

8. Banked unit(s)? □ Yes □ No ×

   If yes - number: 1.5 units (Half Year Leave) □
                  10.5 units (Full Year Leave) □

   

Signature of applicant: [Signature] Date: 11-13-06

SABBAPPL
From: Chester Arnold  
Fine Arts Faculty  
College of Marin  

To: Sabbatical Review Committee

October 12, 2006

Dear Committee Members,

I am submitting this application for sabbatical after almost twenty years of uninterrupted teaching - years of development that have deepened my involvement in the world of Art as both an educator and practitioner of painting and drawing.

At this moment, the opportunity to consolidate the wealth of information that I have gathered so far, and to complete areas of study which I have longed to pursue during the time afforded by such leave, would, I believe, benefit my own development as an effective instructor, and provide as an end result a text that would serve the needs of painting students everywhere.

I appreciate this opportunity, and look forward to discussing any necessary details or answer any questions you may have regarding this project.

Sincerely

[Signature]

Chester Arnold

cc: David Snyder, Dean of Arts and Sciences  
Rick Hall, Fine Arts Chair
APPLICATION FOR SABBATICAL LEAVE

CHESTER ARNOLD, FINE ARTS FACULTY

October 10, 2006

Proposed Leave Dates: Fall Semester 2007
          Fall Semester 2008

The proposed semesters, separated by one year, would allow a longer period to collect and collate materials and research, as well as practically extend the time and expense frame for necessary travels. I also feel it would be important to be in closer contact with the College during the crucial remodeling/rebuilding than a uninterrupted year sabbatical would allow.

General Introduction: It has been my lifelong passion to understand and master art forms that provide us with insight into our nature and the subtlety of the world we inhabit. The practices of Painting and Drawing form an uninterrupted dialogue with our evolving cultures from pre-history to today, cultures whose character can often best be understood by the art and architecture that remains.

As a practicing visual artist, I am actively involved in exhibiting my own and curating exhibits of other artwork in my involvement with the Sonoma Valley Museum of Art as a board member and exhibitions committee member.

At this time in my career, a sabbatical leave would allow me extended time to make use of my current involvements in the Art and Museum world to develop a manuscript that could be be published and used as a text in painting courses around the country.

As a teacher, I continue to make every effort to provide connection between achievements of the past and present-and how visual language persists as an essential analogue to our written records. Through my extensive study of paintings around the world, with a particularly strong interest in their technical structures, I continue to collect and quantify what I believe can be useful and interesting to students of the arts. My goal is to assemble and publish a concise, illustrated guide to painting for classroom use, one which connects the histories of painting materials and their use to the contemporary world. The proposed manual would combine critical thinking with historical dimension regarding the Art and Craft of the subject, and provide the student with a complete and accessible resource for painting studio coursework.

Purpose of Leave:

1. To provide time for research in areas of France, Italy, Germany and Austria investigating histories of painting materials and their use in paleolithic sites as well as European Museums and chapels.

2. To write and publish a studio handbook/textbook that would provide a sorely lacking reference for contemporary Art students connecting traditions of our cultural history with important options for their reinvention and use.

Description of Projects: The following breaks down the proposed sabbatical into two segments of travel, research, and writing:

Fall Semester 2007:
          In response to an invitation from Henry Corning, vice president of the Stone Age Institute in
Bloomington, Indiana, to visit the Caves of the **Pyrenees region** of France as a painting history and technology specialist, I would spend approximately two weeks working and observing in the subterranean caves, with particular interest in determining the left or right handedness of the earliest painters, the materials they used, and whether determinations can be made as to the gender of the painters. These details will provide a groundwork for the proposed manuscript's technical and philosophical dimensions.

After visiting the cave paintings, I propose another leg to the trip:

**Florence, Siena and Padua** in Italy possess some of the earliest examples of Renaissance fresco and tempera painting, and are centers of scholarship on their history. I plan to visit sites, arrange meetings with scholars in those cities, and collect further perspectives on this vital arena of Western European history. Throughout my technical investigations, efforts will be made toward the creating context and relevance for the modern observer, and rich potential for the art student. Time remaining stateside would be spent experimenting with painting techniques and concepts, photographing for and writing subsequent chapters of text.

**Florence:** Focusing on the Brancacci Chapel in the Church of the Carmine, Studies including the early use of linear perspective in Masaccio's narrative cycle of frescoes, the scale of representation and the purposes the paintings served in the culture of Renaissance Florence. Examination of pigments used in e process, and plastering techniques.

**Siena:** Focusing on the Lorenzetti Brothers' epic Fresco mural "The Effects of Good and Bad Government on the Country and City" How does it function in the town hall space? What contemporary parallels can be found today? Examination of Duccio's "Maesta" in the Cathedral Museum : techniques of framing multiple paneled polyptychs, gilding and egg tempera technique.

**Padua:** Study Giotto's Frescoes in the Arena Chapel: the use of story telling wall painting, as well as trompe l'oeil architectural details. Analysis of pigments: what has survived through time and what hasn't.
APPLICATION FOR SABBATICAL LEAVE

CHESTER ARNOLD, FINE ARTS FACULTY

Proposal for:

Fall Semester 2008:
The Summer and Fall of 2008 will consist of travel to Vienna, Austria and Munich, Germany for studies in the Kunsthistorisches Museum and the Alte Pinacoteca, respectively, where some of the greatest examples of northern Renaissance and Baroque Painting reside. I will be arranging and visiting restoration departments to observe the structural realities behind the works in question, as well as discussing with scholars the relevance of European Art history to its Contemporary progeny. If possible, I will travel to Berlin, to the Berlin/Dahlem Museum and the active contemporary art scene there to collect further insights into the structure and meaning of Artworks of the past, and how the contemporary secular world determines value and meaning in the tradition of art-making.

Vienna: Studies in this city will be in the Kunsthistorisches Museum collection of the works of Pieter Breughel the Elder, examining his painting techniques first hand, and in restoration to observe construction techniques of the time. Further studies by appointment at the Albertina Museum collection of Drawings, specifically those of Albrecht Durer. By seeing the original documents on paper, I am curious to learn what papers were used, where they were made, and what colors and binders were made into the watercolor used.

Munich: The collection of oil paintings in the Alte Pinacoteca contain masterpieces of Durer, Altdorfer, Rubens and Rembrandt. I will study how their paintings were made—specifically the materials used and how they have survived over time, as well as the sociology of patronage throughout that led to their existence. In the Staatsgalerie Schongun I will compare 20th century realism and its attributes in the work of Christian Schad, Otto Dix, and George Grosz.

An extensive tour of contemporary Art Galleries will provide a sense of the current atmosphere in European Art, while exchanging ideas with German artists will explore the ideology of the current Artworld.

This leg of the trip will be an opportunity for me to refresh my German speaking ability, having spent 10 of 12 of my primary school years in Munich 1957-1969.

Writing, illustrating and annotating text, acquiring reproduction rights for images accompanying text, and editing will follow each semester's expedition.

Conclusion:

Although the travel and research component of this proposal is significant, the greater body of time will be invested in the writing, editing and illustrating of the text mentioned earlier. I believe in lifelong education, and the vitality and health that learning can provide the human brain. It
is a primary function of the fine arts to engage those often non-verbal faculties in dialogue and systems of learning which reach to all ages and cultural backgrounds. By studying the greatest examples of historical work in wall painting, fresco, as well as egg-tempera panel painting and gilding, I will deepen both my appreciation for and understanding of techniques to be adapted to the modern world.

It is one of the roles of educators to keep knowledge alive through familiarity and practice, and to share insights gained through intimate knowledge of our fields of interest. I believe my sabbatical plan will serve to connect the fertile ideas and high achievements of ancient and Renaissance painting to our own classrooms, where the possibility for success in our own time may be seeded. By visiting the variety of historical sites listed, in conjunction with interviews with experts and practitioners in both ancient and contemporary Art fields, I believe a profound dimension can be shaped in the form of a book that will bridge the interests of centuries and provide a much needed anchor to critical thinking in painting programs everywhere.
This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.6 of the CONTRACT between THE MARIN COMMUNITY COLLEGE DISTRICT and the UNITED PROFESSORS OF MARIN/AMERICAN FEDERATION OF TEACHERS LOCAL 1610, July 1, 2001 THROUGH June 30, 2004 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: Erik Dunmire


3. Have you taken a District sabbatical leave before? Yes [X] No. If yes, when?  

4. Number of consecutive years of full-time service in the District since your last sabbatical leave?  
A year of full-time service equals:

A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.

B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.

C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).

(primarily)

5. Purpose(s) of Leave: [ ] Formal study, [X] Independent study, [ ] Travel, including study or research

6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; to post the required bond; and to file a report of the results of the leave to the Sabbatical Leave Committee.

8. Banked unit(s)? Yes [X] No [ ]
   
   If yes - number: 1.5 units (Half Year Leave) [ ]
   10.5 units (Full Year Leave) [X]

Signature of applicant

Date

SABBAPPL
Application for Sabbatical Leave

GENERAL PURPOSE: In general, the intention of my sabbatical program will be to update, as well as deepen and broaden, my knowledge base in sustainable energy system technologies, and to increase my general interdisciplinary “environmental literacy.”

One currently well-publicized District priority is a commitment to sustainable or “green” principles, from both a facilities and an educational perspective. This commitment is timely, given that the United Nations General Assembly officially designated January 1, 2005 – December 31, 2014, the Decade of Education for Sustainable Development (DESD). This international call for increased awareness of sustainability issues has acted as a catalyst for many educational institutions around the globe to step up their educational efforts in this area.

Coincidentally, recent discussions have emerged among COM faculty regarding strategies for expanding our own Environmental Science and Sustainability curriculum. Although much broader-based discussion by the Academic Senate will be needed before any formal college-wide strategies are adopted, it is clear that any attempts at increasing the environmental literacy of our students must start with increased expertise on the part of the faculty.

As indicated in more detail below, my sabbatical plan of study will provide me the knowledge base necessary to enable future contributions to:

- improved student learning in traditional content areas of my courses
- increased environmental literacy of students
- development of new curricula and programs
- peer education/information sharing with colleagues
- educational outreach efforts to the community
- improved design of college facilities and processes

and, of course,
- creating a better world for our children

SPECIFIC PURPOSES: A more detailed discussion of specific improvements that will result from my plan of study follows.

- **Improved student learning in traditional content areas of my courses.** I will be able to use the knowledge gained during my sabbatical to incorporate contemporary issues in environmental sustainability (especially energy production) as contexts to introduce the traditional learning objectives for some of my current courses in chemistry and engineering. Because many of my current students express a strong identification with environmental issues, this approach should improve student learning of chemistry by providing them with more compelling motivation to study the often daunting principles covered in these courses.
• **Increased environmental literacy of students.** Incorporation of sustainability content into existing courses (as discussed in the bullet above) will also increase students' general awareness of important social and environmental issues, and will help to reinforce the vocabulary needed to enter into extracurricular discussion and learning in these areas. Perhaps even more important, the highly interdisciplinary nature of sustainability topics will demonstrate to students the complex interplay between technological, natural, social, political, and economic concerns, and will give students a deeper understanding of the processes by which the development and implementation of science actually takes place in modern society. These complexities are largely ignored in traditional science curriculum, which usually presents a much more linear and rational picture of scientific and technological progress.

• **Development of new curricula and programs.** The knowledge and resources gained by my sabbatical study would allow me, in the future, to contribute to the design of a number of new courses, as well as to the formation of a college-wide strategy for sustainability education.

New course additions might include, for example, a course that uses the discussion of energy-production technologies as a context to introduce many of the basic principles of physical science (physics, chemistry, geology, and astronomy). It is clear that fossil fuel dependence and the pursuit of alternative energy technologies is of paramount contemporary importance, and as such, would be of considerable interest to many potential students.

If one future direction of the college is to significantly expand the sustainability-oriented offerings, other additions might include courses on sustainability metrics, “green” design principles, sustainable building technologies, advanced transportation technologies, etc. The knowledge gained during my sabbatical would enable me to be an active contributor to the development of such courses and programs.

• **Peer education/information sharing with colleagues.** Another benefit of my sabbatical program will be the opportunity to share knowledge with colleagues. I intend to make several post-sabbatical presentations at COM relevant to my studies. These presentations will range in target audience from general multidisciplinary to discipline-specific presentations. Additionally, if a college-wide strategy for sustainability education is pursued, I could serve as a resource in preparing and leading professional development workshops for faculty and staff.

• **Educational outreach efforts to the community.** Because of the popular appeal of the topics studied in this sabbatical, there will also be opportunities for presentations such as those described above, aimed at the general public. Such presentations could, for example, be incorporated into the Speakers Roundtables currently organized by the Center for Regenerative Design.
• Contribution to the planning of facilities modernization under Measure C.
  My plan of study should allow me not only to develop some expertise in energy-
  efficient building technologies, but also to gain insight into current best practices
  in the systems approach to sustainable development. It will prove extremely
  valuable to the College to have faculty with expertise in these areas, so that a
  more meaningful dialogue can be reached with the architects and engineers during
  the design and construction phases of the modernization process. This faculty
  expertise is particularly crucial if we are to realize the goal of creating “buildings
  as teaching tools.”

JUSTIFICATION: First, it would be impossible to engage in the depth of study
proposed in this plan while at the same time engaged in my customary full-time teaching
responsibilities. Second, some of the activities in my plan of study (see below) will
necessitate travel to other locations, and possibly include a short-duration formal course
of study, both of which would be incompatible with a normal teaching schedule.

CONTENT: My plan of study will be as follows:

1. Participate in the Department of Energy’s Laboratory Science Teacher
   Professional Development (LSTPD) Program, if accepted. This program provides
   science and engineering teachers in high schools and community colleges an
   opportunity to conduct an 8-week research project in one of the National
   Laboratories under the supervision of a staff scientist, and provides resources and
   consultation for continuing independent research during the subsequent 3 years. I
   will apply to conduct research at the National Renewable Energy Lab (NREL) in
   Golden, Colorado on either energy-efficient building technology, biofuels,
   photovoltaics, or fuel cells (depending upon availability of positions).

2. If accepted into the LSTPD program described above, I will also conduct one of
   the two following independent study programs. My independent study will
   complement the LSTPD area of study; i.e., if my LSTPD research is on building
   technologies, then my independent study will cover energy production, and vice-
   versa. If, on the other hand, I do not participate in the LSTPD program, then I
   will conduct both of the following independent study programs.

   a) Independent study of traditional and sustainable energy production
      technologies. Study will include an assessment of the technologies in
      terms of environmental impacts, costs (capital and operational), and
      technical feasibility. Research will be conducted by consulting current
      texts (e.g., Energy Systems and Sustainability, Boyle et al., 2003 or
Sustainable Energy: Choosing Among Options, Tester et al., 2005), online resources (e.g., www.nrel.gov, www.eia.doe.gov), and government documents (e.g., DOE analysis reports).

b) Independent study of energy-efficient building technologies, including study of current metrics and system engineering approaches for evaluation of new technologies. Research will be conducted by consulting current texts (e.g., Sustainable Construction: Green Building Design and Delivery, Kibert, 2005) and online resources (e.g., http://www.federalsustainability.org/links/links.htm, http://www.ci.berkeley.ca.us/sustainable/buildings), as well as making site visits (see item #4 below) to exemplary green buildings.

3. Independent study to increase general environmental literacy. This will be accomplished by independent reading of a number of introductory textbooks and “classics” of sustainability literature.

Sample Reading list:

Silent Spring, Rachel Carson, 1962.
Natural Capitalism: Creating the Next Industrial Revolution, Paul Hawken et al., 1999.

4. Site visits relevant to items 1-3 above. These site visits will be used both to conduct additional research and to collect material (brochures, photographs, and video) to be used for future course and workshop presentations. Site visits may include a number of novel renewable energy production facilities and recently completed green buildings (especially, but not limited to, buildings at educational institutions).

One especially important component of my site visit plan will be to visit a number of important sites in the country of Sweden. Sweden is recognized as the world leader in sustainable development, and as such, provides a wide range of case studies in all areas of sustainability. In various international rankings of countries’ performance in a range of environmental, economic, and social sustainability categories, Sweden consistently ranks first or second in nearly every
category (the U.S. unfortunately ranks near the bottom of industrialized countries in most of these categories).

Additionally, Sweden is the source of the “Natural Step” framework for achieving sustainable development. This framework, introduced by a Swedish oncologist in 1989, has provided a sustainable planning model adopted not only by the Swedish federal government, but also by the United Nations, and by a growing number of companies around the world, including IKEA, Electrolux, Nike, and Starbucks, to name just a few. More importantly, this Natural Step framework has been applied to community development in Sweden for over 20 years, resulting in over 60 “eco-municipalities” that have made significant strides in modeling sustainable development. Site visits to a number of these municipalities will provide outstanding case study material to be used in future presentations.

**SCHEDULE:**

1. Energy production technologies 8 weeks
2. Sustainable building technologies 8 weeks
3. General environmental reading 8 weeks
4. Site visits in the U.S. and Sweden 8 weeks
   (note that site visits may actually be interspersed between and among activities 1-3 above, but will cumulatively account for approximately 8 weeks of study.)

**CONCLUSION:**

- The intention of my sabbatical program will be to update, as well as deepen and broaden, my knowledge base in renewable energy systems and sustainable building practices, and to increase my general interdisciplinary “environmental literacy.”

- I intend to accomplish this through a combination of independent study, a formal professional development program at the National Renewal Energy Laboratory, and site visits to relevant locations.

- My plan of study will enable me to contribute to future improvements in
  - student learning of chemistry and engineering
  - general environmental literacy of students, faculty, staff, and the community
  - development of new curricula and programs
  - design of college facilities and processes.
Dr. Cheryl L. Goldman

College of Marin

Physical Education and Athletics

Career Education

Sabbatical Application

October 12, 2006
Marin Community College District

APPLICATION FOR SABBATICAL LEAVE

(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.6 of the CONTRACT between THE MARIN COMMUNITY COLLEGE DISTRICT and the UNITED PROFESSORS OF MARIN/AMERICAN FEDERATION OF TEACHERS LOCAL 1610, July 1, 2001 THROUGH June 30, 2004 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: ______ Dr. Cheryl Goldman_______

2. Period of leave requested (dates): ______ August 2007 ______ through December 2007_____

3. Have you taken a District sabbatical leave before? Yes ______ No. ______ X ______ If yes, when?

4. Number of consecutive years of full-time service in the District since your last sabbatical leave? ______ 6 years____

5. Purpose(s) of Leave:

____ Formal study, ____ Independent study, ____ Travel, including study or research

6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; to post the required bond; and to file a report of the results of the leave to the Sabbatical Leave Committee.

8. Banked unit(s)? ______ Yes ______ X ______ No

If yes - number: 1.5 units (Half Year Leave)

10.5 units (Full Year Leave)

Signature of applicant _____________

Date 1/0/12 1/0/10
II. Independent Study

A. General Purpose:

The Board of Trustees supports all efforts that bring academic and educational excellence to the College of Marin. The Education Excellence Innovation Fund (EEIF) has been established by the Board of Trustees to support faculty and staff training, professional development, educational and institutional planning, and innovation in teaching and learning. I have been working on an EEIF funded project to develop a Center for Health and Sustainability with Dr. Fernando Agudelo-Silva. This sabbatical project falls directly in line with advancing the partnerships, academic knowledge, and professional and community alliances developed through this project.

B. Specific Purposes:

In its fiduciary role as an elected body, the Board of Trustees sets policies that establish fiscal accountability, fiscal transparency and guidelines for asset management of the two campuses. This project will help promote the Center for Health and Sustainability which is proposed to have classes and activities on the IVC campus to complement the Sustainable Community Garden which has been established on the Kentfield Campus. The manuscript that I am proposing to write for this sabbatical, The Sustainable Gardener, will be given to each individual COM student that will work/volunteer in the COM Sustainable Garden and / or possibly utilized as a textbook in a new class that Dr. Fernando Agudelo-Silva and I are developing. This class would contribute to expanding the academic offerings at College of Marin which in turn may increase enrollment.

Additionally, the Board of Trustees support educational, business, and community partnerships for the long term financial health and fiscal sustainability of the college district. This project has the potential to be utilized in partnership with many of the organizations involved with Center for Health and Sustainability. We will be able to provide many organizations and individuals with an educational tool to help prevent injury and create more sustainable gardeners and landscapers in the greater COM community.

C. Justification of Independent Study:

The College of Marin’s mission includes providing educational opportunities for all students and community members, workforce education, and intellectual and physical development. The College is committed to responding to community needs by offering student and community centered programs and services in a supportive, innovative learning environment. Producing The Sustainable Gardener manuscript meets the goals of the College. Currently, I am unaware of any structured courses that one can enroll in to write a manuscript such as the one I am suggesting in this project. Therefore, I am going to pursue writing this manuscript in an independent study format.
APPLICATION FOR SABBatical LEAVE  
(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.6 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: Jeanie Langinger RN, MSN  
2. Period of leave requested (dates): Fall 07  
3. Have you taken a District sabbatical leave before? □ Yes □ No. If yes, when?  
4. Number of consecutive years of full-time service in the District since your last sabbatical leave? 10 years.  
   A year of full-time service equals:
   A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.  
   B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.  
   C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).  
5. Purpose(s) of Leave: □ Formal study, □ Independent study, □ Travel, including study or research  
6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.  
7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; and to file a report of the results of the leave to the Sabbatical Leave Committee.  
8. Banked units? Yes □ No □  
   If yes - number: 1.5 units (Half Year Leave) □  
   10.5 units (Full Year Leave) □  

Signature of applicant:  
Date: 6/16/06

SABBAPPL
Introduction/Justification
I was hired at College of Marin (COM) 10 years ago, starting fall 1996. Since then, I have faithfully served the District and contributed meaningfully to the Registered Nursing program. I have served on numerous COM committees, including representing Health Science on the Curriculum Committee and I was elected to the Academic Senate as a faculty Senator and served one term. I have volunteered to be the UPM representative to Professional Affairs Committee, Political Action Committee and every year I volunteer to serve as the UPM Advisor and most recently, the UPM Bay 10 Representative. In addition, my service to the District included contributions to the COM Educational Master Plan and planning for the bond. I regularly attend Board of Trustee meetings; have written editorials to the Marin IJ and the COM newspaper, the Echo Times.

My contributions to the Registered Nursing program are numerous. In the midst of a severe, well documented nursing faculty shortage, I have volunteered to teach overload every year since 2002. I spearheaded the 2006 Discipline Review for Registered Nursing, which received accolades from the Curriculum Committee members and Curriculum Chair. I also spearheaded Nursing’s first District Directed grant for all full-time faculty to be compensated for a major curriculum revision. The grant received accolades from now retired, Maggie Rumford, Human Resource specialist as a means to make nursing faculty cohesive after a contentious legal dispute. Every month, sometimes bimonthly, I have contributed meaningfully to faculty and nursing curriculum meetings (i.e. admission procedures, grading regulation). Most importantly, I have maintained a full teaching load, not calling in sick, and have received positive student evaluations. I have maintained a second job, moonlighting as a Registered nurse in the telemetry unit since summer 2002. Working as a Registered Nurse includes not only a patient assignment in the acute care setting but also maintaining annual competency through skills updates, in-services, conferences, and mandatory staff meetings.

After all the hard work this past decade, it is with great enthusiasm that I apply for a sabbatical leave for the fall 2007. It is my great hope that the Sabbatical committee considers my application and grants me my first sabbatical leave.

Proposed Course of Study
A full time, tenured nursing faculty typically teaches a combination of theory, clinical and skills lab. Since at this time in my profession, I teach only in the classroom and clinical, I would like to address the theory and clinical component of my teaching. With this sabbatical leave, I plan an independent course of study to update my knowledge in my field of study, that being Medical surgical nursing and pharmacology. According to the California Legislature, in enacting AB 1725, noted that the “quality...of full-time faculty have the most immediate and direct impact on the quality of instruction” (The
Status of Nursing Education in the California community Colleges: The Academic Senate for California Community Colleges. 2004-2005). Section 70 (a).

My proposed activities are twofold. First I'd like to address the clinical component then theory.

It is the expectation that nursing faculty maintain clinical competency commensurate with academic responsibilities. While I hold a position as a per diem RN at Kaiser Permanente, my teaching demands have overshadowed my work as an RN. I would like to work primarily as a staff RN that is not moonlighting or working a second job. My reasons for working as an RN benefit most the nursing student who rotates through my clinical rotation at Kaiser, Terra Linda. Since I am the faculty liaison to Kaiser, Terra Linda, I need to be up to par on the newer technology. Just this past year, Kaiser has updated to computerized charting, new cardiac monitors, and a new patient call system. Most recently, Kaiser opened up a new department--Interventional Radiology--that includes new procedures such as cardiac catheterization. Kaiser has long set the standard for standardized protocols. To support this new high tech department, nursing has developed new standardized physician orders and standardized nursing pathways, i.e. clinical expectations for telemetry monitoring, postoperative recovery.

It is with great regret that I am no longer familiar with these updates. It is well documented, “If you’re getting a nurse who has been in the classroom for so long as a clinical instructor, but isn’t actually on the floor, some of their skills aren’t up to snuff. The medical community is changing so rapidly. Just in the last couple of years, all of our equipment has completely changed.” (Dual Roles-Bedside Nurses Succeed as Faculty, by Anne Federwisch, Nurse Week 9/11/06). Furthermore, the Registered Nursing’s Discipline Review clearly prioritized the recommendation to “Offer nursing faculty either reassigned time/stipend/overload/ sabbatical for working as a RN in the clinical/acute care setting.” (Discipline Review for Registered nursing, spring 2006, Pg 3). Discipline Review serves as an official basis for internal and external decisions made about each program and is directed by the Board of Governors of the California Community Colleges under Title 5.

Clearly, the result of working as a RN will most directly benefit the students. First, the product resulting from my project will be the development of case studies from my patient assignments as a RN that would elucidate medical surgical and pharmacology content (please see graph). My recent pharmacology class, in which I presented real life case studies from weekend work as a RN, received a number of complements from my second year nursing students as promoting critical thinking and making pharmacology real life and interesting. As well, students rotating through my clinical would benefit from the clinical instructor's expertise (vs. familiarity) with new equipment, new procedures, new protocols, new personnel and new departments. Another aspect of my proposal is to build skills that will support community based nursing. As well, my proposal will foster community relations by helping nursing students be more sensitive to clients and families. During my sabbatical, I plan to average 8 to 16 hours a week for one to two months. In conjunction with working as a RN, I would like to seek a guest
appointment for a quality review committee, i.e. infectious control or participate in disaster preparedness drill offered through Marin County services.

The second portion of my sabbatical will address the seminar component of my teaching. It will result in revisions to existing theory courses I teach. The few references of research studies are already 5-10 years old. With this sabbatical leave, I’m planning an independent course of study to update my knowledge in my field of study, that being, Medical surgical nursing and Pharmacology. More specifically, I plan to read the following representative nursing journals and newsletters, adding evidence based research studies to my lecture material, with a focus on newly revised Student Learning Outcomes (SLO). Important to note, the nursing faculty recently completed a major curriculum revision that revised our SLOs (RN Student Handbook, 2006-2007). Please refer to the graph below which includes a sample graph but soon to be detailed approach to revision. Each of the journals and newsletters contain not only news of organizational activities and reports on developments to RNs across the nation, but also contain general coverage and commentary on matters of nursing practice, community and public health and health care policy. Representative journals and newsletters include: Journal of Nursing, NURSEWEEK, Advance for Nurses (published biweekly, serving RNs in Northern Calif.). Registered Nurse: Journal of Patient Advocacy (Published monthly by the California Nurses Association/National Nurses Organizing Committee). Mini update (Published bimonthly, abbreviated copy of the Immunization Branch’s UPDATE memorandum, from Department of Health Services). Minority Nurse, Nurse Educator.

Lastly, the nursing department recently received approval from the President’s Educational Excellence Innovation Fund (EEIF) for nursing faculty to receive the necessary staff development to use simulation in teaching clinical, skills lab, and/or lecture classes. While the President approved Nursing’s EEIF proposal, implementation is on-going. Several of the EEIF project goals could gain momentum during this sabbatical: 1) To transform current teaching methodologies to incorporate simulation into learning experiences, 2) To identify at least one concept currently taught in each course that is better taught through simulation, 3) To participate in classroom research to identify the best use of simulation in our curriculum.” (EEIF Proposal Summary, 2006-2007).

This portion of study directly benefits the nursing student but also directly benefits the District. Clearly, students will benefit from lecture material that is based on evidence based research and best practice. As for benefit to the District, WASC recommends that COM develop and address student learning outcomes at the course, program and discipline level. While the RN program has successfully addressed student learning outcomes on the program and discipline level, our lecture material does not always relate back to our newly revised Student Learning Outcomes. With regard to simulation, the President approved Nursing’s EEIF proposal and the Department received a Capacity Grant to purchase simulators and to fund a Clinical Simulation Specialist.
Below is a sample graph of independent study:

8 newly revised Student Learning Outcomes
1) Demonstrate caring that acknowledges worth and dignity of all individuals, through a skillful use of interpersonal processes and therapeutic nursing interventions.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B

2) Use critical thinking in applying the nursing process in a variety of settings to assist clients to promote, maintain and restore optimal wellness, or provide support during the dying process.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B

3) Apply teaching-learning principles in teaching and evaluation learning with clients, families, and members of the nursing care team.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B

4) Perform therapeutic nursing interventions competently, applying knowledge of culture and human development.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B

5) Apply effective written, verbal, and nonverbal communication techniques in interactions with client(s) and members of the health care team.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B

6) Manage care for a group of clients, prioritizing, delegating and coordinating aspects of care and maximizing use of available resources while assuring quality and safety.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B

7) Practice within the ethical and legal scope of professional nursing, maintaining political awareness and a commitment to lifelong learning.
   Research/Evidence based support
   Application to Medical surgical NE 140/140L
   Application to Pharmacology NE 220 A, B
Marin Community College District

APPLICATION FOR SABBATICAL LEAVE

(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.5 of the CONTRACT between THE MARIN COMMUNITY COLLEGE DISTRICT and the UNITED PROFESSORS OF MARIN/AMERICAN FEDERATION OF TEACHERS LOCAL 1610, July 1, 2001 THROUGH June 30, 2004 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: **LAURIE ORLIN**

2. Period of leave requested (dates): **F '07 - SP '08**

3. Have you taken a District sabbatical leave before? ☑ Yes ☐ No. If yes, when? 

4. Number of consecutive years of full-time service in the District since your last sabbatical leave? 10

A year of full-time service equals:

A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.

B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.

C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).

5. Purpose(s) of Leave: ☐ formal study, ☑ independent study, ☐ travel, including study or research

6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; to post the required bond; and to file a report of the results of the leave to the Sabbatical Leave Committee.

8. Banked unit(s)? ☑ Yes ☐ No ☐

If yes - number: 1.5 units (Half Year Leave) ☐

10.5 units (Full Year Leave) ☑

**Signature of applicant**

**Date**

SABBAPPL
SABBATICAL PROPOSAL
Laurie Ordin
Sept. 30, 2006

General Purpose: The purpose of this sabbatical leave is to explore the possibility of and to present to the Math Department a proposal that would add a laboratory component to the lecture sections of Math 95 (Basic and Intermediate Mathematics), Math 101 (Introductory Algebra), and Math 103 (Intermediate Algebra). The laboratory component that I wish to consider would be comprised of a computer diagnostic tool. There are a number of such products, but one which I would like to look into is called ALEKS and is presently used for our distance learning math classes. Other schools are using it as an adjunct to their lecture sections and as a tool in their mathlabs. I would also like to look into the possibility of having such a program used in our mathlab program as both a diagnostic tool and a way to evaluate the students in our self-paced program.

Specific Purposes: There has been an ongoing concern within the department about our success rates in the above mentioned courses. These courses are graduation requirements and prerequisites to graduation requirements. They are also very important prerequisites to transfer level courses for our students who wish to transfer to four year institutions. Additionally, they lay the foundation for our entire mathematics curriculum including not only statistics, college algebra and trigonometry, but also both calculus sequences. The Math 121/122 sequence serves business, architecture, economics, behavioral science, and biology majors, as well as pre-med students. The Math 123/124/223/224 sequence serves computer science majors, math majors, physics, engineering and all other physical science majors. Furthermore, the legislative body for the State of California has very recently upgraded the mathematics requirement for an AA degree from Introductory Algebra to Intermediate Algebra. It is clear, that without a strong foundation in our three most basic courses, many students will find their academic goals thwarted.

I have observed that a number of other institutions have a co-requisite requirement of an hour or two of mathlab per week where students in courses equivalent to our Math 95, 101, and 103 work on the material covered in the lecture sections. Some of these labs resemble our drop in tutoring programs which we offer in our mathlab and at EOPS. Other schools use computerized online diagnostic tools to identify students’ weaknesses and require that they revisit these areas and remediate themselves before going on to the material covered in class. I believe that this remediation is crucial and the lack thereof is the primary reason for failure in our math classes. Building a strong foundation in mathematics is as important to future study as building a strong foundation for a building is to the integrity of that building. Without proper support the building will collapse. Many of our students are trying to build on top of holes which must be filled in before they can achieve success. During my sabbatical I would like to explore possible ways to enable our students to fill these holes.

Justification of Independent Study: I don’t believe the work for this project could be done in an institutional setting. It is not a “course of study.” I feel it is appropriate for a sabbatical project because I will have time and flexibility to observe ongoing programs during the school year. My normal academic schedule would not permit this commitment of time nor would it allow me to be
available to observe other programs because of my obvious competing commitments at the same times.

**Content:** I would like to contact a number of schools and visit some of the ones that are using computer diagnostic programs to see how they have developed their programs and implemented them. I would like to see how they manage the issues of where their computers are. Are they in a math lab, or at a central learning resource center, or both? How do they manage credit issues? Are the students given more credit for the lab section or is this just folded into the existing amount of credit for the course? What about the cost of taking the course? Are the students required to buy a textbook and the rights to the diagnostic program or is the diagnostic program enough? How do the students react to any extra costs? Since the cost of the diagnostic program might be around $100, does this affect enrollment? I would also like to see if they have data to support the effectiveness of these programs.

The following is a list of schools from which I will choose to contact and possibly visit:

California State University Fresno  
California Polytechnic State University San Luis Obispo  
California State University Northridge  
California State University Northridge Teacher Prep  
California State University Sacramento  
California State University San Marcos  
CDI Education – Post Secondary  
Citrus College  
Coastline Community College  
College of San Mateo  
Columbia College  
De Anza College  
Golden West College  
Hartnell College  
Heald College – Concord  
Modesto Junior College  
Pacific Union College  
Porterville College  
San Diego Electrical Trust  
Santa Barbara City College  
Santa Clara University  
Sierra College  
University of California San Diego  
University of San Diego  
West Valley College

I am also attaching a list of ALEKS “experts” to contact.

**Schedule:** Although I do not have a definite schedule, because much of it will depend on the availability of other instructors at the various institutions. I have a general strategy that I am
planning to follow. I will probably concentrate my contacts on the community colleges because their programs are most similar to ours. I believe that I have enough institutions on my list to enable me to find a sufficient number to contact and/or visit. I plan to begin contacting people by the end of the second week of class in September ’07. I hope to begin visiting a number of the programs by the end of September and to be finished with my visits by the middle of November. I would then like to write a synopsis of what I have learned and have that finished by the end of the fall semester. I am planning on bringing this synopsis to the math department at COM during our department meeting before the beginning of classes in January ’08. After getting input from the department, I would like to write a proposal for implementation during the spring semester and ideally bring this to the department by the end of spring semester. This seems like an almost perfect time to propose such a project because of the exciting new facility which will be built and which will enable us to implement such a program with much more ease than would be possible in the existing building and with the existing equipment.

**Conclusion:** I have stated the product, its value to the District, students, myself and my colleagues, and how and when I will share my results with my colleagues in the previous sections of this proposal.
Faculty Consultants

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Arlene Spadafino
Marin Community College District

APPLICATION FOR SABBATICAL LEAVE
(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5.6 of the CONTRACT between THE MARIN COMMUNITY COLLEGE DISTRICT and the UNITED PROFESSORS OF MARIN/AMERICAN FEDERATION OF TEACHERS LOCAL 1610, July 1, 2001 THROUGH June 30, 2004 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: Paul Smith


3. Have you taken a District sabbatical leave before? □ Yes ☑ No. If yes, when? ☑

4. Number of consecutive years of full-time service in the District since your last sabbatical leave? ☑ A.

A year of full-time service equals:

A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.

B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.

C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).

5. Purpose(s) of Leave: ☑ Independent study, ☑ Travel, including study or research

6. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

7. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; to post the required bond; and to file a report of the results of the leave to the Sabbatical Leave Committee.

8. Banked unit(s)? ☑ Yes □ No

If yes - number: 1.5 units (Half Year Leave) ☑

10.5 units (Full Year Leave) ☑ Will leave by time of sabbatical

Signature of applicant: [Signature]

Date: October 30

SABBAPPL
October 12, 2006

Attn: College of Marin Sabbatical Leave Committee

I am applying for sabbatical leave from January through December, 2008. The leave would be a combination of both Individual and Travel study. I have been teaching continuously at the College of Marin since 1982 and have been a permanent faculty member since the mid-90s and a permanent full time faculty member since the beginning of this century and this is my first request for a sabbatical. I will have banked enough units to allow me the resources necessary to fund this proposal.

There would be two major components to my plan of study. The first would be directly related to my skills as a pianist and how it would improve my teaching of the six different sections of piano classes offered at CoM. The second would be to lay the groundwork for four new classes that would serve both our music students as well as the College of Marin student body at large.

Both components would require intense practice and research at home as well as travel to the major musical capitals of the world, including New York, London, Paris and Vienna. Although much of this would take place in an institutional context, my studies would be private, rather than through a specific course offering.

In addition to my usual six-week visit to London and Paris in June and July, I also anticipate spending March in London and October and November in Paris and Vienna.

For the piano component of my leave, I would devote most, but not all, of my energies, to learning Ludwig van Beethoven's 33 Variations on a Theme of Diabelli, Opus 120 and Sergei Rachmaninoff's Piano Concerto no. 3, Opus 30. These two 45 minute works are recognized as being some of the most difficult of the piano literature, both for their technical as well as their musical demands. By preparing for public performance two of the hardest piano works ever written I would be forced to focus on all the technical, musical and emotional elements involved in piano playing. While these are not works one would anticipate College of Marin students ever playing, certainly not to an international standard, it would serve as a reminder of all of the component parts that are used in creating beautiful piano playing and would be directly applicable to all of my piano classes. This would involve private piano practice of approximately four hours per day as well as private study with a few master teachers in the European cities in which I plan on living. I would present the Beethoven in a solo recital at CoM in either the spring or fall of 2009 and I would perform the Rachmaninoff concerto with the College of Marin Symphony Orchestra in the fall of 2009.
The second aspect of my leave would be to prepare the groundwork for four new course offerings at the college. These classes would be designed to fulfill both the humanities requirements of the general student as well as fill in blanks in the current music curriculum as we move into the 21st century.

The four courses are:

1. Cultural Literacy: a history of concert going and etiquette in western and world cultures.
2. Classical music composition since 1950.
3. A history of American classical composition from the first settlements to the present.
4. The Cliburn International Piano Competition: a behind the scenes look.

1. Cultural Literacy: a history of concert going and etiquette in western and world cultures.

This class would focus on all the elements needed for a complete concert experience as well as appropriate etiquette and how the concert experience as well as etiquette has changed over the past four centuries and how western audiences differ from their counterparts in other cultures. (There should also be Drama and Dance versions of this class)

There is very little literature on this topic. My main resources would be the major performing venues of the world and their archives.

2. Classical music composition since 1950.

Most music history classes are lucky if they are able to cover western art music much past the second world war, as the earliest musics are just as important today as they were one hundred years ago. Alas, one of the most exciting and vibrant periods of classical music composition is going on now. No longer the domain of European males, men and women from throughout the world are clamoring to have their works heard in proper concert settings and are creating some of the most startling sounds imaginable.

Through Contemporary Opera Marin, the opera program at the College of Marin that I founded eight years ago, and New Music 101, the contemporary music ensemble I created to raise money for the opera program, I have established strong relationships with the major publishing houses of the world as well as personal relationships with some of the most important composers of our time. I would use these contacts to help develop the course as well as visits with the great writers and thinkers on contemporary music.

3. A history of American classical composition from the first settlements to the present.

This would be as much a political as well as musical history of America. Not only have the various philosophies of classical music clashed repeatedly over the centuries, but the very idea of the need for ‘high art’ has been a constant dilemma for both the serious composer as well as the general American populace.
4. The Cliburn International Piano Competition: a behind the scenes look.

This would be a summer school or intersession offering, timed to take place during the Cliburn International Piano Competition, one of the three greatest competitions in the world. Students would travel to Fort Worth, Texas and observe the semi-final and final rounds of the competition and gain a ‘close up and personal’ view of the world of piano performance as well as the business of forming careers. Members of the class would gain a unique opportunity to observe the startling variety of approaches to the piano literature, both individually and general national musical ideals.

As a former competitor in the Cliburn and a native of Fort Worth, I would have special insight to the behind the scenes activities as well as access to the judges and organizing personnel.

I would lay the groundwork for this class while attending the Texas Piano Institute, the pedagogical arm of the Cliburn Competition, in June, 2008. The institute offers courses and master classes specifically geared to the college piano teacher.

In addition to the public performances I mentioned earlier, I would offer an overview of the course offerings during the flex activities for either the spring and fall semesters of 2009 as well as present a report on my travels to the board of trustees at a meeting of their choice.

I hope you will find my proposal worthy of the College of Marin. I would be glad to offer up any more supporting information you might need.

Thank you,

Paul Smith
pianosmith@aol.com
415 827 5226
APPLICATION FOR SABBATICAL LEAVE
(UPM/AFT Unit Members Only)

This application form must be submitted to the Sabbatical Leave Committee by October 15 of the year preceding the fiscal year in which the sabbatical leave will be taken. Article 5, subparagraph 5.6 of the CONTRACT between THE MARIN COMMUNITY COLLEGE DISTRICT and the UNITED PROFESSORS OF MARIN/AMERICAN FEDERATION OF TEACHERS LOCAL 1610, July 1, 1998 THROUGH June 30, 2001 should be consulted by the applicant prior to filling out this form.

1. Name of applicant: William Allen Taylor

2. Period of leave requested (dates): August 2007 through June 2008

3. Have you taken a District sabbatical leave before? [ ] Yes [ ] No. If yes, when?

4. Number of consecutive years of full-time service in the District since your last sabbatical leave? (Staff +), (6 + /16)
   A. Any academic year the employee performs assigned duties which result in 100% of paid compensation authorized on the approved salary schedule.
   B. Any academic year the employee is granted a reduced load of 60% or more in compliance with Article 8.15 and is authorized to receive full fringe benefits.
   C. Any academic year for eligible employees on reduced loads below 60% of paid compensation authorized on the approved salary schedule shall be calculated on a pro-rata basis (e.g., 50% load = 1/2 year service credit).

5. Number of years of legal tenure remaining after the termination of this requested leave? (10 - 10)

6. Purpose(s) of Leave: [ ] Formal study, [ ] Independent study, [ ] Travel, including study or research

7. Please attach a complete description of your intended leave program, including sufficient detail for evaluation and comparison with other applications. State also the manner in which your proposed program will benefit the District.

8. Should I be awarded a sabbatical leave, I agree to render two full years, or its equivalent within four (4) semesters, of service to the District following the termination of leave; to post the required bond; and to file a report of the results of the leave to the Sabbatical Leave Committee.

9. Banked unit(s)? [ ] Yes [ ] No
   If yes - number: 1.5 units (Half Year Leave)
   10.5 units (Full Year Leave)

Signature of applicant: William Allen Taylor

10/13/06

SABBAPPL
Memo

From: William Allen Taylor
Theatre Arts Department

To: Sabbatical Leave Committee

Date: 10/13/06

Re: Sabbatical Leave Proposal

I am requesting a 1-year professional sabbatical leave of absence, beginning fall semester of 2007 for the purpose of independent study.

During my sabbatical leave, I plan to further develop my skills as writer/performer in the field of theatre. I will accomplish this mainly by performing my one-person play, Walkin’ Talkin’ Bill Hawkins...In Search of My Father, at several professional theatres around the country.

Walkin’ Talkin’ Bill Hawkins, which was performed in a workshop version at the College of Marin studio theatre in August of 2004, is the story of my relationship to my father, Bill Hawkins, the first black radio personality in Cleveland, Ohio during the late forties and early fifties.

After three successful workshop productions, including the COM run, WTBH made its professional debut earlier this year at The Marsh Theatre. The Marsh is the San Francisco Bay Area’s premier venue for solo-performance and the show received favorable reviews from the San Francisco Chronicle, the Oakland Tribune and the Berkeley Daily Planet among other news outlets.

The play was recently booked for a production at the Cleveland Playhouse by the Cleveland based Dobama Theatre Company. The show is scheduled to open June 7th of 2007. If successful, and all indications are that it will be, the show will be extended at the theatre with an open run. My intention is to run the show in Cleveland for the remainder of the year through the holiday season of 2007.
There is also a strong possibility that the show will be included in the National Black Theatre Festival of 2007, which happens the first week of August in Winston-Salem, North Carolina. I am applying for a slot in the festival and if selected, I would take a two-week break from the Cleveland run in order to be a part. I have already received approval from the Cleveland producer, if that scenario develops.

My next plan in the schedule is to take the show to Chicago’s Victory Gardens Theatre in January of 2008. I have been in contact with the artistic director of this theatre and he has shown great interest in the project and the possibility of a production there. I have a history with this artistic director and the company and feel confident that a production will proceed.

I have also made contact with theatres in New York City, including the New York Public Theatre, in the event that a subsequent production is possible there. I will be following up with New York, once I have more information, but my plan is to maintain a performance schedule of the piece through June of 2008.

In addition to the performance schedule, I will also be using this time to research two other related writing projects. One of which, is a book on the subject of my current play and the other the other is my next autobiographical play that will also have Cleveland roots.

My research for these writing projects will include searching for historical documents, reading pertinent materials and conducting personal interviews. I will keep a journal on my findings.

Lastly, during my travels, I will pursue teaching acting and solo-performance workshops in academic and community settings. I have already established a relationship with Cleveland’s oldest black community center and theatre, Karamu House, and plan to conduct workshops there with their students. This will allow me to give something to the communities that can remain after I have departed.

I have chosen to pursue this project independently, due to its nature as a theatre piece that will have several potential productions with different theatre institutions over the course of the year.
VALUE TO MY PROFESSIONAL DEVELOPMENT

This project will further advance my professional development as an artist and teacher in several distinct areas of my field. Through the execution of this project, I will develop my expertise in the key areas of dramatic writing, performing, directing and producing.

Writing
I will be updating the writing of the script with any necessary adjustments, as I have done with all of the previous productions of this play. However, the upcoming Cleveland production may lead to more significant adjustments to the script than usual.

As this is a Cleveland story, I am certain to receive a uniquely personal response from a local audience that will be eager to offer deeper insights into my father’s personal life as well as the historical accuracy of his legacy in Cleveland radio.

These valuable insights will be very informative, yet challenging to my re-writing and editing skills. I would also expect this re-writing/editing challenge to continue with any other production locations around the country where similar stories of black radio personalities might emerge and be of some influence.

Performing
The challenge of performing a one-person show is enormous. The solo-show format exercises a set of performance skills separate from that of ensemble performances. For example, a solo performer creating a conversation in a scene between two characters must call upon advanced acting techniques to make one character distinct from the other for the audience.

With this project, my work as a performer of solo material will continue to evolve and my acting technique will continue to grow with the specificity and clarity that is required by this demanding format.

In addition, acting, like other art forms, offers infinite possibilities for interpretation and it is my goal to stay as current as possible with the
latest performance methodologies as well as with the most contemporary cutting-edge genres that continue to define theatre.

Directing
Directing for solo-performance is also very different than directing an ensemble cast. First of all, as solo performers often write their own material, their directors are often involved with the development of that material, giving script advice that will better suit the confines of a particular staging concept.

This project gives me another opportunity to work with a fine director of solo performance. Through this experience, I will expand my expertise as a director in this specialized genre of theatre.

Producing
Many solo-performers are associate producers of their shows (and often the sole producer in the early-development stages of production). A hands-on production approach is usually necessary for the solo-performer, especially when it comes to publicity and press coverage. As the only performer, you are the main spokesperson for the show and must be available for any and all opportunities to expose the show to ticket sales.

This project will allow me to be exposed to several different production scenarios. My experience in producing will continue to expand as a result.

Teaching
The expertise that I gain from doing this project will increase my knowledge of the various theatre-related subjects above that I teach. In addition, my plan to teach acting and solo-performance workshops in the communities where my play is performed will serve to keep my teaching skills sharp.

VALUE TO THE STUDENTS
This project, while expanding my artistic insights, will also advance my professional development as an instructor in the field of theatre arts. The students in the Theatre Arts Department will benefit from the growth of my professional development in various ways.
First and foremost, their artistic education as theatre students will be enhanced by the increased practical knowledge and advanced techniques that I will be able to share from my expanded experiences in writing, performing, directing and producing.

These project experiences will better equip me to maintain a reputation in the classroom as an informed and skilled teacher of my classes. The classes that will benefit directly from the project include Acting, Directing, Introduction to Theatre, Seminar & Fieldwork, Solo Performance and Rehearsal & Performance. I will be able to share what I've learned of the most contemporary theories and practices as they pertain to these classes.

Secondly, my students will gain valuable confidence and experience as they include these theories and practices in their performance opportunities on campus. The Theatre Arts Department offers many opportunities for the students to develop their skills in a public performance and several of my classes involve this result.

In the Rehearsal & Performance class, I cast many of my students in plays that end up on the mainstage and are therefore available for community consumption as well as for professional criticism.

Other classes of mine provide smaller forums for student exposure with classroom performances that are open to the public. For example, my directing class produces four brown bag performances per semester that will give my directing and acting students a chance to utilize any new concepts shared.

In particular, I will be excited to share my experiences and technique advancements with my solo performance class. I am currently in the midst of my first semester teaching this class, which is entitled Storytelling and Personal Narrative – Drama 143.

Through lecture and exercises in writing, storytelling and performing, I am helping students in this class to develop their own autobiographical stories into a dramatic form. The students will perform an excerpt of their work in a public showcase at the end of the semester.
The class has so far been a very rewarding experience for the students as well as for myself. The student excitement is palpable as they unearth their personal stories while simultaneously developing their writing and performing skills. It has also been extremely satisfying for me to teach a subject that involves my current professional status as a performer.

In addition to the educational and performance benefits, my project experience will also enhance a sense of professionalism between the students and myself. I plan to exhibit that professionalism through decisive leadership in and out of the classroom and I hope to inspire the students to new heights of accomplishment with my example of professional achievement.

**VALUE TO THE DISTRICT**

My project will benefit the district in several ways.

The College of Marin has one of the most respected community college theatre arts programs in the state. As I continue to grow as an artist and teacher, my reputation will grow and therefore help maintain the legacy of professionalism and high quality theatre training that students have come to expect from our program.

Students are also aware of the extremely competitive marketplace in the real world of theatre production. They appreciate any edge they can gain from studying with teachers who are currently involved with that marketplace. My project would demonstrate my current involvement and project an understanding of what is necessary to succeed in the theatre world of today. Therefore it may serve to draw more students to the program.

My project and its potential national exposure could also bring more spotlight to the district in its commitment to diversity. My story is culturally specific and is a signal to the community-at-large that a variety of voices are being heard on the COM campus. This project, by implication, may draw more diverse populations to the campus who have heard about my story and are now ready to tell their own...dramatic or not.
In conclusion, I am excited about my potential growth through this project as an artist and teacher of this challenging artform. If approved, I would be happy to share my project experiences with interested colleagues in a flex activity upon my return.

Thank you for your consideration of this proposal.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Amendment #1 to Hardison Komatsu Ivelich & Tucker (HKIT) Short Form Contract
Reason for Board Consideration: CONSENT APPROVAL

Date: January 16, 2007
Item & File No. C.11.N.1(d)(i)

Enclosure(s):
SF Contract Amendment #1

BACKGROUND:

Hardison Komatsu Ivelich & Tucker (HKIT) is providing architecture & engineering services to the District for the Transportation Technology Complex at IVC. A short form contract in the amount of $50,000 is in place. Amendment #1 is presented herein for approval, as follows:

Amendment #1 $50,000
(1) Additional work tasks associated with the detailed program phase of the work
(2) Additional work associated with interpretation of TOP Codes and WSCH calculation revisions

FISCAL IMPACT:

Amendment #1 will be paid from bond funds. The total amount of this contract to date is $100,000, as follows:

Original Short Form Contract Amount: $50,000
Amendment #1 $50,000
Total amended short form contract $100,000

Total fees for design work on this project are estimated to be $1 million.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment #1 to HKIT in the amount of $50,000 for design services associated with the Transportation Technology Complex at IVC.
AMENDMENT 1

To the Short Form Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
HKIT Hardison Komatsu Ivelich & Tucker

January 16, 2007

AMENDMENT 1 TO
SCOPE OF SERVICES, COMPENSATION FOR SERVICES AND SCHEDULE OF
PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Short Form Professional Services
Agreement (Agreement) dated September 19, 2006 between the MARIN COMMUNITY COLLEGE
DISTRICT (District) and HKIT Hardison Komatsu Ivelich & Tucker (Consultant).

I. Scope of the Services

No change in scope of services. Reason for Amendment is as follows:
Funding augmentation in support of continuing programming, conceptual design schemes and
development of preliminary project scope guidelines.

II. Compensation for Services

a. Original Short Form Contract Amount $50,000

a. Total Amendment # 1 $50,000

Total Short Form Contract Amount $100,000

III. Schedule of Performance

Per the original Short Form Professional Services Agreement, services commenced on September 19,
2006 and would be complete on December 1, 2006.
Per this Amendment services will continue through February 28, 2007.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services
Agreement dated September 19, 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 __________________________

__________________________________ Its __________________________

END OF AMENDMENT 1
BACKGROUND:

Anshen + Allen is providing architecture & engineering services to the District for the Science/Math/Central Plant Complex on the Kentfield Campus. A short form contract in the amount of $50,000 is in place. Amendment #1 is presented herein for approval, as follows:

Amendment #1 $208,380
Additional work tasks associated with the detailed program and interview phase of the work.

FISCAL IMPACT:

Amendment #1 will be paid from bond funds. The total amount of this contract to date is $258,380, as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Short Form Contract</td>
<td>$50,000</td>
</tr>
<tr>
<td>Amendment #1</td>
<td>$208,380</td>
</tr>
<tr>
<td><strong>Total amended short form contract</strong></td>
<td><strong>$258,380</strong></td>
</tr>
</tbody>
</table>

Total fees design work on this project are estimated to be $3.1 million

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment #1 to Anshen + Allen in the amount of $208,380 for design services associated with the Science/Math/Central Plant Complex on the Kentfield Campus.
AMENDMENT 1

To the Short Form Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Anshen + Allen

January 16, 2007

AMENDMENT 1 TO
SCOPE OF SERVICES, COMPENSATION FOR SERVICES AND SCHEDULE OF
PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Short Form Professional Services Agreement
(Agreement) dated September 19, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and
Anshen + Allen (Consultant).

I. Scope of the Services

No change in scope of services. Reason for Amendment is as follows:
Funding augmentation in support of continuing programming, conceptual design schemes and
development of preliminary project scope guidelines.

II. Compensation for Services

a. Original Short Form Contract Amount $50,000

a. Total Amendment #1 $208,380

Total Short Form Contract Amount $258,380

III. Schedule of Performance

Per the original Short Form Professional Services Agreement, services commenced on September 19,
2006 and would be complete on November 1, 2006.
Per this Amendment services will continue through January 31, 2007.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services
Agreement dated September 19, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT and Anshen +
Allen.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

Anshen + Allen

By ___________________________ Date __________________

______________________________ Its __________________

END OF AMENDMENT 1
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Contract Amendment # 4 - Vianovus
Reason for Board Consideration: CONSENT APPROVAL
Enclosure(s): Contract Amendment # 4

Date: January 16, 2007
Item & File No. C.11.N.1(d)(iii)

BACKGROUND:

Vianovus provides support and services for the Program Management Software package Paragon.

This amendment will provide the following services for the next 19 months (2/1/07 through 8/31/08).
1. Provide Upgraded Annual Support Services
2. Provide Online Hosting Services

FISCAL IMPACT:

Amendment # 4, in the amount of $38,587.18, will be paid from Measure C bond funds. The amount of Vianovus's total contract, including Amendment # 4 to date is $179,136.25.

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$62,557.40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment # 1</td>
<td>25,125.00</td>
</tr>
<tr>
<td>Amendment # 2</td>
<td>2,866.67</td>
</tr>
<tr>
<td>Amendment # 3</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Amendment # 4</td>
<td>38,587.18</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$179,136.25</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 4 in the amount of $38,587.18 to the Contract with Vianovus.
AMENDMENT 4 to Appendix A – Scope of Services

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

January 16, 2007

AMENDMENT 4 Appendix A – Scope of Services

This is an AMENDMENT attached to, and made a part of, Scope of Services of the Professional Services Agreement (Agreement) dated August 30, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ViaNovus (Consultant).

1. Basic Services for this amendment are:
   - Add two full function licenses
   - Provide Annual Support Services to August 2008
   - Provide Annual Online Hosting Services to August 2008

END OF AMENDMENT 4 APPENDIX A
AMENDMENT 4 to Appendix B - Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Payments to Consultant of the Professional Services Agreement (Agreement) dated August 30, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ViaNovus (Consultant).

1. **Amount of Compensation for Services to Consultant**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement Amount</td>
<td>$62,557.40</td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>$25,125.00</td>
</tr>
<tr>
<td>Total Amendment # 2</td>
<td>$2,866.67</td>
</tr>
<tr>
<td>Total Amendment # 3</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment # 4</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARAGON Upgrade from View license to Full Function Annual Support</td>
<td>$301.70</td>
<td>$1,508.50</td>
</tr>
<tr>
<td>(02/01/2007 thru 8/31/2007)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAGON New Full Function Annual Support</td>
<td>$426.69 each</td>
<td>$853.38</td>
</tr>
<tr>
<td>(02/01/2007 thru 8/31/2007)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAGON Full Function Annual Support</td>
<td>$732.70 each</td>
<td>$6,594.30</td>
</tr>
<tr>
<td>(09/01/2007 thru 8/31/2008)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAGON View Only Annual Support</td>
<td>$215.5 /year</td>
<td>$431.00</td>
</tr>
<tr>
<td>(02/01/2007 thru 8/31/2008)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAGON Annual Online Hosting</td>
<td>$1,400 year</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>(02/01/2007 thru 8/31/2007)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAGON Annual Online Hosting</td>
<td>$2,400 year</td>
<td>$26,400.00</td>
</tr>
<tr>
<td>(9/1/2007 thru 8/31/2008)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11 each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Amendment # 4 | $38,587.18 |
| Total Agreement Amount | $179,136.25 |

Payments made for services authorized under AMENDMENT 4 to Scope of Services shall follow the terms stated in the Agreement dated August 30, 2005.

END OF AMENDMENT 4 APPENDIX B
AMENDMENT 4 to Appendix C - Term

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 30, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ViaNovus (Consultant).

The following term applies to the work authorized under AMENDMENT 4 to Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows: there is no set deadline for this work.

END OF AMENDMENT 4 TO APPENDIX C
AMENDMENT 4 to Appendix D - Deliverables

This is an AMENDMENT attached to, and made a part of, Deliverables of the Professional Services Agreement (Agreement) dated August 30, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ViaNovus (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 4 to Scope of Work

   • Added full function licenses
   • Annual Renewal for Support Services
   • Annual Renewal for Online Hosting Services
   • No changes to the deliverables as established in the Agreement dated August 30, 2005.

END OF AMENDMENT 4 APPENDIX D
AMENDMENT 4 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 30, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and ViaNovus (Consultant).

No Changes

END OF AMENDMENT 4 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 4 to the Professional Services Agreement dated August 30, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and ViaNovus.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date _________________

Al Harrison
Vice President College Operations

VIANOVUS

By _______________________________ Date _________________

Michael J. Ciocia
President & CEO
BACKGROUND:

On August 31, 2005 the District executed a contract with Alfatech Cambridge Group, Inc. to provide specialized engineering services for planning and implementation of the Measure C bond program. Amendments #1 through #4 were previously approved. Amendment #5 is presented herein for approval, as follows:

Amendment #5  $6,907.50

Alfatech Cambridge Group, Inc. through subconsultant Tomasi-Dubois & Associates, will be developing written specifications to establish District-wide security standards. These standards will include certain electronic security system recommendations with the appropriate specifications developed for the systems.

FISCAL IMPACT:

Amendment # 5 will be paid from budgeted Measure C bond funds. The total amount of this contract to date is $805,632.50.

<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>Amendment # 1</th>
<th>Amendment # 2</th>
<th>Amendment # 3</th>
<th>Amendment # 4</th>
<th>Amendment # 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>$487,035.00</td>
<td>$ 64,080.00</td>
<td>$ 139,110.00</td>
<td>$ 68,500.00</td>
<td>$ 40,000.00</td>
<td>$ 6,907.50</td>
</tr>
</tbody>
</table>
| Total Amended Contract Amount $805,632.50

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 5 to Alfatech Cambridge Group, Inc. in the amount of $6,907.50 for development of District security standards.
AMENDMENT 5

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

Alfatech Cambridge Group, Inc. 

January 16, 2007 

AMENDMENT 5 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 Alfatech Cambridge Group, Inc. (Consultant).

APPENDIX A

1. Additional Services

Task List:

Task 1 Develop written specifications for District-wide standards on security including electronic security system recommendations.

END OF AMENDMENT 5 TO APPENDIX A
AMENDMENT 5 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Architect of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfatech Cambridge Group, Inc. (Consultant).

1. Amount of Compensation for Services to Architect

   1.1. Original Long Form Contract Amount $487,035

   1.2. Total Amendment # 1 $64,080

   1.3. Total Amendment # 2 $139,110

   1.4. Total Amendment # 3 $68,500

   1.5. Total Amendment # 4 $40,000

   1.6. The Task List for Work as described in AMENDMENT 5 to Appendix A shall be as follows:

   Task 1
   Develop written specifications for District-wide standards on security including electronic security system recommendations.

   $ 6,907.50
   (See Appendix B)

   Total Amendment # 5 $ 6,907.50

Total Contract Amount $805,632.50

Notes

1. Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.

END OF AMENDMENT 5 TO APPENDIX B
AMENDMENT 5 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 Alfatech Cambridge Group, Inc. (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 5 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 1. Develop written District-wide security standards</td>
<td>3/15/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 5 TO APPENDIX C
AMENDMENT 5 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 Alfatech Cambridge Group, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 5 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items in electronic format:

   Task 1  District-wide written specifications for Security Standards

END OF AMENDMENT 5 TO APPENDIX D
AMENDMENT 5 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 Alfatech Cambridge Group, Inc. (Consultant).

“No Changes”

END OF AMENDMENT 5 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT5 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Alfatech Cambridge Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ______________
Al Harrison
Vice President College Operations

Alfatech Cambridge Group, Inc.
Partner

By ___________________________ Date ______________

______________________________
Its__________________________
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Change Order #4 - Ghilotti Bros., Inc. - Larkspur Annex Demolition Project (#321A)

Enclosure(s):
Change Order # 4,
Resolution 1/16/07 C.11.N.2(d)(i)

CONSENT APPROVAL

BACKGROUND:
On June 27, 2006 the District executed a contract with Ghilotti Bros, Inc. (GB) to complete the Larkspur Annex Demolition Project (#321A). Change Orders #1 - #3 and the Notice of Completion were previously approved. Change Order #4 is presented herein for approval, as follows:

Change Order #4 $11,518.77

Unforeseen Conditions; Design Revision and Increase in Contract Scope:
1. Complete capping and backfill at restroom water line
2. Expand size and capacity of riprap rock storm drainage swale
3. Relocate two utility junction boxes in conflict with paving edge setback from property line
4. Grade and place bark material on exposed soil areas
5. Regrade and place additional boulders to protect exposed soil areas
6. Extend walkway striping in area of proposed restroom trailer

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.

FISCAL IMPACT:
Change Order #4, will be paid from bond funds. The total amount of this contract to date is $759,196.06, including 10.4% in change orders, as follows:

Base Contract: $687,654.00
Change Order 1 $ 29,080.57
Change Order 2 $ 30,942.72
Change Order 3 $ 0.00 (Request to reduce retention)
Change Order 4 $ 11,518.77

Adjusted Total Contract Value: $759,196.06

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve Change Order #4 to Ghilotti Bros., Inc. in the amount of $11,518.77, and Resolution 1/16/07 C.11.N.2(d)(i) attesting that the District will not benefit from bidding the work separately.
MARIN COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

RESOLUTION 1/16/07 C.11.N.2(d)(i) FOR APPROVAL OF CHANGE ORDER NO. 4
AS AN AMENDMENT TO THE EXISTING CONTRACT WITH
GHILOTTI BROS., INC.
FOR LARKSPUR ANNEX DEMOLITION PROJECT 321A

WHEREAS, Marin Community College District (the “District”) previously awarded a
contract for work for the Larkspur Annex Demolition Project #321A (the “Project”) to Ghilotti
Bros., Inc. (“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”);

WHEREAS, the Change Order provides for the work set forth in Exhibit “A;”

WHEREAS, the total cost for the Change Order is $11,518.77 and exceeds the
limitations set forth in Public Contracts Code Section 20659;

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;

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;

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.

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that
statutes requiring competitive bidding do not apply when competitive bidding would work an
incongruity or not produce any advantage.

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 January 16, 2007.

AYES: ________________________________

NOES: ______________________________

ABSENT: _____________________________

ABSTAIN: _____________________________

President, Governing Board

I, ________________________________, 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 January 16, 2007.

Secretary, Governing Board

EXHIBIT A
CHANGE ORDER WORK

-2-
**CONTRACT CHANGE ORDER**

**EFFECTIVE ONLY WHEN SIGNED BY OWNER**

**C.O. #4**

Date: January 16, 2007

---

**To:**
Ghilotti Bros., Inc.

**You are directed to make the following Changes in this Contract:**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Complete capping and backfill at restroom water line [GBH-707-100]</td>
<td>$199.46</td>
</tr>
<tr>
<td>2</td>
<td>Expand size and width of storm drain riprap area [GBH-712-100]</td>
<td>$839.17</td>
</tr>
<tr>
<td>3</td>
<td>Relocate two utility boxes and associated conduits due to change in pavement setback from property line fence [GBH-713-100]</td>
<td>$1,996.07</td>
</tr>
<tr>
<td>4</td>
<td>Grade and place bark at exposed dirt areas [GBH-714-100]</td>
<td>$7,207.94</td>
</tr>
<tr>
<td>5</td>
<td>Rebuild round area and place additional boulders at paving edge [GBH-506-100]</td>
<td>$4,587.02</td>
</tr>
<tr>
<td>6</td>
<td>Extend walkway stripping [GBH-507-100]</td>
<td>$294.11</td>
</tr>
</tbody>
</table>

**End of Items**

**SUBTOTAL:** $11,518.77

---

**AGREEMENT**

**When this Change Order is signed by all parties, it constitutes their agreement:**

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

B. That all the Terms and Conditions of the Contract, except as modified by this and any previous changes, shall remain in full force and effect and apply to the work so changed.

---

**AGREEMENT BY CONSTRUCTION MANAGER**

Swinerton Management & Consulting

By: Jake Skaur, Construction Manager

Date: 

---

**AGREED BY CONTRACTOR**

Ghilotti Bros., Inc.

By: Michael M. Ghilotti, President/Treasurer

Date: 

---

**RECOMMENDED BY PROGRAM MANAGER**

Swinerton Management & Consulting

By: Jake Skaur, Interim Program Manager

Date: 

---

**RECOMMENDED BY OWNER**

Marin Community College District

By: Bob Thurgood, Director of Maintenance & Operations

Date: 

---

**APPROVED BY**

Marin Community College District

By: V-June Chernack, Director of Modernization

Date: 

---

**AUTHORIZED BY OWNER**

Marin Community College District

By: Albert J. Harrison II

Authority: VP College Operations

Date: 

Distribution: Owner, Consultant, Construction Manager, Contractor, C.O. File, Other
BACKGROUND:
On August 8, 2006 the District executed a contract with Kingsborough Atlas Tree Surgery, Inc. to complete the Measure C Tree Removal Project (#317A, 414A). Change Order #1 is presented herein for approval, as follows:

Change Order #1 $46,310

Life Safety Issues; Unforeseen Conditions; Increase in Contract Scope:
1. Additional work associated with removal and relocation of an existing plaque.
2. Additional work associated with the removal of tree sprouts and added stump grinding in select locations as requested by the District.
3. Additional work associated with tree removals due to unforeseen conditions associated with previously undocumented diseased trees.
4. Additional work associated with eucalyptus tree removals due to life safety issues.
   • At the time of bid opening it was not evident that the trees associated with this change order item #18 were on the District property. The District civil engineer (CSW Stuber-Stroeh) surveyed the area in question via GPS at the request of the District and the trees were found to be on the District property.
   • A crane is required for the removal of these trees and there is a high degree of difficulty due to limited access to the area and sensitive native habitat.
   • The base contract work provides for the removal of some of the trees in this area but not all. The remainder trees are represented by the work of this change order item.

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.

FISCAL IMPACT:
Change Order #1 will be paid from bond funds. The total value of this contract to date is $260,910, including 21.6% in change orders, as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Contract</td>
<td>$214,600</td>
</tr>
<tr>
<td>Change Order 1</td>
<td>$46,310</td>
</tr>
<tr>
<td>Adjusted Total Contract Value</td>
<td>$260,910</td>
</tr>
</tbody>
</table>
**RECOMMENDATION:**
The Superintendent/President recommends that the Board of Trustees approve Change Order #1 to Kingsborough Atlas Tree Surgery, Inc. in the amount of $46,310 and Resolution 1/16/07 C.11.N.2(d)(ii) attesting that the District will not benefit from bidding the work separately.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>V-Anne Chernock</td>
<td>Albert J. Harrison II</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Vice President, College Operations</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

RESOLUTION 1/16/07 C.11.N.2(d)(ii) FOR APPROVAL OF CHANGE ORDER NO. 1
AS AN AMENDMENT TO THE EXISTING CONTRACT WITH
KINGSBOROUGH ATLAS TREE SURGERY, INC.
FOR TREE REMOVAL PROJECT 317A, 414A

WHEREAS, Marin Community College District (the “District”) previously awarded a contract for work for the Tree Removal Project #317A, 414A (the “Project”) to Kingsborough Atlas Tree Surgery, Inc. (“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”);

WHEREAS, the Change Order provides for the work set forth in Exhibit “A;”

WHEREAS, the total cost for the Change Order is $46,310 and exceeds the limitations set forth in Public Contracts Code Section 20659;

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 there is a significant life safety issue that demands the work be performed in a timely manner;

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;

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;

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage;
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 January 16, 2007.

AYES: 

NOES: 

ABSENT: 

ABSTAIN: 

President, Governing Board

I, _____________________________, 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 January 16, 2007.

Secretary, Governing Board

-2-
EXHIBIT A

CHANGE ORDER WORK
To (Contractor): Kingsborough Atlas Tree Surgery, Inc.

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>Labor associated with removal and relocation of plaque. Reference: Item A, email dated 10.13.06 from Jim Finney.</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $250.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Labor and equipment to remove additional poplar sprouts. Reference: Item B, email dated 10.13.06 from Jim Finney.</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $250.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Labor and equipment to provide additional pruning in locust tree as directed by District arborist. Reference: Item C, email dated 10.13.06 from Jim Finney.</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $150.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Labor and materials to install steel cable in tree #40 as directed by District arborist. Reference: Item D, email dated 10.13.06 from Jim Finney.</td>
<td>$300.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $300.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Labor and equipment to remove live oak on Circle Drive as requested by District. Reference: Item E, email dated 10.13.06 from Jim Finney.</td>
<td>$685.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $685.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Labor and equipment to remove 4 camphor/pear trees and grid stumps as directed by District arborist. Reference: Item F, email dated 10.13.06 from Jim Finney.</td>
<td>$880.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $880.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Labor and equipment to remove 2 birch trees and grid stumps on Circle Drive as requested by District. Reference: Item A, email dated 11.07.06 from Jim Finney.</td>
<td>$395.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $395.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Labor and equipment to remove all juniper and bottle brush trees, grid stumps and haul material off site, along back of locker room at PE Complex as requested by District. Reference: Item B, email dated 11.07.06 from Jim Finney.</td>
<td>$2,300.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $2,300.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Labor, materials and equipment to provide and plant 4 trees with gators along fence line in Parking Lot #16 as requested by District. Reference: Item A, email dated 12.18.06 from Jim Finney.</td>
<td>$820.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $820.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Labor, materials and equipment to provide and plant 4 trees with gators along fence line in Parking Lot #2 as requested by District. Reference: Item B, email dated 12.18.06 from Jim Finney.</td>
<td>$820.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $820.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Labor and equipment to remove tree #462 and grid stump as requested by District. Reference: Item C, email dated 12.18.06 from Jim Finney.</td>
<td>$255.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $255.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Labor, materials and equipment to repair wood fence in Parking Lot #16 due to scheduled tree stump removals as requested by District. Reference: Item D, email dated 12.18.06 from Jim Finney.</td>
<td>$750.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $750.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Labor and equipment for emergency removal of redwood tree adjacent to Children's Center and Taqueria as directed by District arborist. Reference: Item E, email dated 12.18.06 from Jim Finney.</td>
<td>$3,850.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $3,850.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Labor, materials and equipment to provide and plant a 15 gallon bottle tree with gator as requested by District. Reference: Item F, email dated 12.18.06 from Jim Finney.</td>
<td>$205.00</td>
</tr>
<tr>
<td></td>
<td>Cost: $205.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Time: zero days</td>
<td></td>
</tr>
</tbody>
</table>
**PROJECT:** Tree Removal  
**PROJECT No.:** 317A, 414A  
**CONTRACTOR:** Kingsborough Atlas Tree Surgery, Inc.  
**OWNER:** Marin Community College District  
Landscape Architect: RHAA Boyston Hananmu Allen & Abry

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Labor and equipment to remove tree group #480 and grind stumps as requested by District. Reference: Item G, email dated 12/18/06 from Jim Finney.</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Cost: $1,500.00</td>
<td></td>
</tr>
<tr>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>16. Labor and equipment to remove tree #533 and grind stump as requested by District. Reference: Item H, email dated 12/18/06 from Jim Finney.</td>
<td>$600.00</td>
</tr>
<tr>
<td>Cost: $600.00</td>
<td></td>
</tr>
<tr>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>17. Labor, materials and equipment to provide and plant a 15 gallon tree with gator as requested by District. Reference: Willow tree replacement at Parking Lot #15.</td>
<td>$300.00</td>
</tr>
<tr>
<td>Cost: $300.00</td>
<td></td>
</tr>
<tr>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>18. Labor and equipment associated with removal of cluster of 20 large eucalyptus trees, group #420 - 640 due to life safety condition. Grind stamps adjacent to baulk field only, tear all other stumps per District arborist direction, and place select legs for use as log barriers as requested and directed by District. Reference: RHAA - Kentfield Trees #420 - 640 schedule of work, item 1, email dated 12/18/06 from Jim Finney.</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>Cost: $32,000.00</td>
<td></td>
</tr>
<tr>
<td>Time: zero days</td>
<td></td>
</tr>
<tr>
<td>19. Additional Contract Time required for added contract scope as described in items above.</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cost: $0.00</td>
<td></td>
</tr>
<tr>
<td>Time: thirty-two (32) days</td>
<td></td>
</tr>
</tbody>
</table>

**End of Items**

**SUBTOTAL:** $46,310.00  
**TOTAL:** $46,310.00

---

**AGREEMENT**  
**CONTRACT VALUE ADJUSTMENT**

When this Change Order is signed by all parties, it constitutes their agreement:  
**Original Contract Price:** $214,600.00

- Net Change By Previously Authorized Change Order: $9,000.00
- **Contract Price Prior To This Change Order:** $214,600.00

**A.** That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided hereinafter shall be made; and

- **Contract Price Will Be:**
  - Increased: $46,310.00
  - Decreased: By this Change Order.  
  - Unchanged: By this Change Order.

- **New Contract Price Including This Change Order:** $260,910.00

**TIME ADJUSTMENT**

- Contract Time Will Be:  
  - Increased: 32 days
  - Decreased: By this Change Order.
  - Unchanged: By this Change Order.

Date of Substantial Completion As Of The Date Of This Change Order: 1/16/2007

---

**ISSUED BY CONSTRUCTION MANAGER**  
**Swinerton Management & Consulting, Inc.**

By: Debra Bocho-Mathaus, Construction Manager  
By: Rich Kingsborough, President  
Date:  
Date:

**RECOMMENDED BY PROGRAM MANAGER**  
**Marin Community College District**

By: Jule Slauer, Program Manager  
By: Bob Thompson, Director of Maintenance & Operations  
Date:  
Date:

**APPROVED BY**  
**Marin Community College District**

By: V. Anne Chemock, Director of Modernization  
By: Al Harrison  
Date:  
Date: VP College Operations

---

Distribution:  
- Owner  
- Consultant  
- Construction Manager  
- Contractor  
- C. O. File  
- Other
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 16, 2007
Item & File No. C.11.N.2(d)(iii)

Subject: Change Order #2, Maggiora & Ghilotti– IVC Gas Main Replacement Project (# 410A)

Reason for Board Consideration: CONSENT APPROVAL
Enclosure(s): Change Order # 2

BACKGROUND:

On June 27, 2006 the Board executed a contract with for Maggiora & Ghilotti, Inc the Gas Main Replacement Project (# 410A). Change Order #1 and the Notice of Completion were previously approved. Change Order #2 is presented herein for approval, as follows:

Change Order #2 $550.52

Unforeseen Conditions:
1. Re routing new gas main due to unforeseen underground obstructions

FISCAL IMPACT:
This change order will be paid from bond funds. The total amount of this contract to date is $409,168.51, including 2.6% in change orders, as follows:

Original Contract: $398,765.00
Change Order #1: $ 9,852.99
Change Order # 2: $ 550.52
Total Contract: $409,168.51

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order # 2 to Maggiora & Ghilotti, Inc. in the amount of $550.52 for Project #410A.
To (Contractor): Maggio & Ghiotti, Inc.

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>1.</td>
<td>Labor and materials to reroute new gas main due to unforeseen underground obstruction. Reference 22819.</td>
<td>$550.52</td>
</tr>
</tbody>
</table>

Total: $550.52

AGREEMENT

<table>
<thead>
<tr>
<th>Original Contract Price:</th>
<th>$398,763.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Change By Previously Authorized Change Order:</td>
<td>$9,852.99</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>$408,615.99</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

B. That all the Terms and Conditions of the Contract, except as modified by this and any previous changes, shall remain in full force and effect and apply to the work so changed.

TIME ADJUSTMENT

<table>
<thead>
<tr>
<th>Contract Time Will Be:</th>
</tr>
</thead>
</table>

Date of Substantial Completion As of The Date Of This Change Order: 11/3/2006

ISSUED BY CONSTRUCTION MANAGER

Swinerton Management & Consulting, Inc.

By: Debra Roche-Mathem, Construction Manager

Date: ____________________________

AGREED BY CONTRACTOR

Maggio & Ghiotti, Inc.

By: Gary Ghiotti, Owner

Date: ____________________________

RECOMMENDED BY PROGRAM MANAGER

Swinerton Management & Consulting, Inc.

By: Jake Sauer, Program Manager

Date: ____________________________

RECOMMENDED BY OWNER

Marin Community College District

By: Bob Thompson, Director of Maintenance & Operations

Date: ____________________________

APPROVED BY

Marin Community College District

By: V. Anne Chernock, Director of Modernization

Date: ____________________________

AUTHORIZED BY OWNER

Marin Community College District

By: Al Harrison, VP College Operations

Date: ____________________________

Distribution: Owner Consultant Construction Manager Contractor C. O. File Other
BOARD AGENDA ITEM

To:        Board of Trustees                  Date:        January 16, 2007
From:      Superintendent/President         Item & File No. C.11.N.2(d)(iv)
Subject:   Change Order # 2, Bay Pacific Pipelines, Inc. – IVC Storm Drain Repairs Project (# 401A)
Reason for Board Consideration: CONSENT APPROVAL

Enclosure(s): Change Order # 2

BACKGROUND:

On September 28, 2006 the District executed a contract with Bay Pacific Pipelines to complete the Measure C Storm Drain Repairs Project (# 401A). Change Order #1 was previously approved. Change Order # 2 is presented herein for approval, as follows:

Change Order # 2  $7,335.06

Unforeseen Conditions; Weather Delays:
1. Additional work associated with unforeseen conditions at existing paved areas on central campus and the Corporation Yard; unforeseen conditions at new catch basin installation area at Corporation Yard and new storm drain inlet adjacent to the Miwok Cluster.

FISCAL IMPACT:
Change Order #2 will be paid from bond funds. The total amount of this contract to date is $262,135.76, including 5.3% in change orders, as follows:

Original Contract:  $248,904.94
Change Order #1    $ 5,895.76
Change order # 2    $ 7,335.06
Total Contract:     $262,135.76

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order # 2 to Bay Pacific Pipelines, Inc. in the amount of $7,335.06 for Project #401A.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
To (Contractor):  Bay Pacific Pipelines, Inc.

You are directed to make the following Changes in this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Costs</th>
<th>Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Labor, materials and equipment associated with additional curb work at Corporation Yard due to unforeseen conditions. Reference: CR #8, dated 12.08.06</td>
<td>$250.00</td>
<td>zero days</td>
</tr>
<tr>
<td>2.</td>
<td>Labor and materials to perform backfill step repair on the pedestrian paths in the central campus north of Miron Cluster as requested by District. Reference: CR #9, dated 11.27.06.</td>
<td>$1,910.44</td>
<td>zero days</td>
</tr>
<tr>
<td>3.</td>
<td>Labor and materials to perform additional installation work on and around the catch basin at the Corporation Yard due to unforeseen conditions. Reference: CR #10, dated 12.05.06</td>
<td>$977.55</td>
<td>zero days</td>
</tr>
<tr>
<td>4.</td>
<td>Labor and materials to perform additional installation work on and around the catch basin at the Corporation Yard due to unforeseen conditions. Reference: CR #11, dated 12.06.06</td>
<td>$913.82</td>
<td>zero days</td>
</tr>
<tr>
<td>5.</td>
<td>Labor and materials to repair existing sunken pavement area at the Corporation Yard due to unforeseen conditions as requested by District. Reference: CR #12, dated 12.07.06.</td>
<td>$2,024.00</td>
<td>zero days</td>
</tr>
<tr>
<td>6.</td>
<td>Labor and materials to repair existing sunken pavement area at the Corporation Yard due to unforeseen conditions as requested by District. Reference: CR #13, dated 12.08.06.</td>
<td>$1,259.25</td>
<td>zero days</td>
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<td>7.</td>
<td>Additional Contract Time for unforeseen conditions and weather delays as requested and recommended by Engineering and Construction Management team.</td>
<td>$0.00</td>
<td>Twenty-One (21) days</td>
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End of Items

SUBTOTAL: $7,335.06
TOTAL: $7,335.06
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<tr>
<th>AGREEMENT</th>
<th>CONTRACT VALUE ADJUSTMENT</th>
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<tr>
<td>Project: Storm Drain Repairs</td>
<td></td>
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<tr>
<td>Project No.: 001A</td>
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<tr>
<td>Contractor: Bay Pacific Pipelines, Inc.</td>
<td></td>
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<tr>
<td>Owner: Marin Community College District</td>
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<tr>
<td>Engineer: CSW Stuber-Strubh Engineering Group, Inc.</td>
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<tr>
<td>Date: January 16, 2006</td>
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<tr>
<td>C.O. # 2</td>
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<td>C.0. File</td>
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<tr>
<th>When this Change Order is signed by all parties, it constitutes their agreement:</th>
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<tr>
<td>Original Contract Price: $248,904.94</td>
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<tr>
<td>Net Change By Previously Authorized Change Order:</td>
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<tr>
<td>Contract Price Prior To This Change Order: $254,800.70</td>
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<tr>
<td>Contract Price Will Be:</td>
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<tr>
<td>□ Decreased: By this Change Order:</td>
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<tr>
<td>□ Unchanged:</td>
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<td>New Contract Price Including This Change Order: $262,135.76</td>
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<td>□ Unchanged:</td>
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<td>Date of Substantial Completion As Of The Date Of This Change Order:</td>
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<td>1/10/2007</td>
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<tr>
<td>Swinerton Management &amp; Consulting, Inc.</td>
<td>Bay Pacific Pipelines, Inc.</td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>Debra Roche-Mathau, Construction Manager</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Catherine Carew, President</td>
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<th>RECOMMENDED BY PROGRAM MANAGER</th>
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<tr>
<td>Swinerton Management &amp; Consulting, Inc.</td>
<td>Marin Community College District</td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>Jake Slager, Interim Program Manager</td>
<td>Bob Thompson, Director of Maintenance &amp; Operations</td>
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<td>Date:</td>
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<td>Marin Community College District</td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>V. Anne Chermock, Director of Modernization</td>
<td>Al Harrison, VP College Operations</td>
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<td>Date:</td>
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<tr>
<th>Distribution: Owner Consultant Construction Manager Contractor C.O. File</th>
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Page 3 of 2
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>January 16, 2007</td>
</tr>
<tr>
<td>Subject:</td>
<td>Notice of Completion – Storm Drain Repairs (Project # 401A)</td>
<td>Item &amp; File No. C.11.N.2(e)(i)</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>CONSENT APPROVAL</td>
<td>Enclosure(s): Notice of Completion</td>
</tr>
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BACKGROUND:  
The Storm Drain Repairs Project (# 401A) addressed the repair and replacement of existing broken storm drain pipes, joint slip repairs, and installation of new drainage swales and storm drain inlets at the Indian Valley Campus. The project consisted of strategic repairs and improvements to the existing campus storm drain system.

At this time the Board is asked to give notice and certify that the project has been inspected and 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 is ready to be filed.

FISCAL IMPACT:  
None.

RECOMMENDATION:  
The Superintendent/President recommends that the Board of Trustees give notice and certify that the Storm Drain Repairs Project (# 401A) has been inspected and 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 is ready to be filed.
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 835 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>
</tbody>
</table>

6. Work of modernization on the property hereinafter described was completed on: January 16, 2007.
7. The name of the Project was Storm Drain Repairs.
8. The Project Number was 401A.
9. The contractor for such work of modernization is Bay Pacific Pipeline, Inc.
10. The contractor’s surety company is First National Insurance Company of America.
11. The date of contract between the contractor and the above owner is September 28, 2006.
12. The street address of said property is 1800 Ignacio Boulevard.
13. The property on which said work of modernization was completed is in the City of Novato, County of Marin, State of California, and is described as follows: Storm Drain Repairs, College of Marin, Indian Valley Campus.

January 16, 2007                      Signature of Owner – Marin Community College District
Date

Verification

I, undersigned, say:
I am ________________________________
("President," "Owner," "Manager," etc.)

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)
BACKGROUND:

The Tree Removal Project (# 317A, 414A) addressed diseased trees and trees that presented life safety issues on both the Kentfield and Indian Valley campuses. The project consisted of selective tree removals, emergency tree removals due to life safety issues, and tree pruning.

At this time the Board is asked to give notice and certify that the project has been inspected and 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 is ready to be filed.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees give notice and certify that the Tree Removal Project (# 317A, 414A) has been inspected and 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 is ready to be filed.
Notice of Completion
(In pursuant to Civil Code Section 3063, 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 835 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>
</table>

6. Work of modernization on the property hereinafter described was completed on: January 16, 2007.
7. The name of the Project was Tree Removal.
8. The Project Number was 317A, 414A.
9. The contractor for such work of modernization is Kingsborough Atlas Tree Surgery, Inc.
10. The contractor's surety company is Westchester Fire Insurance Company.
11. The date of contract between the contractor and the above owner is August 8, 2006.
12. The street addresses of said properties are 835 College Avenue and 1800 Ignacio Boulevard.
13. The property on which said work of modernization was completed is in the Town of Kentfield and the City of Novato, County of Marin, State of California, and is described as follows: Tree Removal, College of Marin, Kentfield and Indian Valley Campuses.

January 16, 2007
Date
Signature of Owner

Verification

I, undersigned, say:
I am ____________________________

("President," "Owner," "Manager," etc.)

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)
BOARD AGENDA ITEM

To: Board of Trustees  Date: January 16, 2007
From: Superintendent/President  Item & File No. C.11.P.1
Subject: Disposal of Surplus Property
Reason for Board Consideration: Enclosure(s):

CONSENT APPROVAL  List of Surplus Property for Disposal

BACKGROUND:

Since November 2005, Transitions Inc. has been conducting a thorough inventory of all Furniture, Fixtures and Equipment (FF&E) on the Indian Valley, Kentfield and Bolinas Campuses. The attached list of items for disposal represents the next round of property identified for surplus and disposal.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached list of Surplus Property for Disposal.

[Administrator Initiating Item]
V-Anne Chernock
Director of Modernization

[Administrator Approving Item]
Albert J. Harrison II
Vice President, College Operations
<table>
<thead>
<tr>
<th>Discard Now (X)</th>
<th>Loc. Code</th>
<th>Qty.</th>
<th>Eq No</th>
<th>Room</th>
<th>Dept.</th>
<th>Owner</th>
<th>Description</th>
<th>Detail</th>
<th>Dim. (DxWxH)</th>
<th>Notes</th>
<th>Condition (Poor, Fair, Good)</th>
<th>Finish</th>
<th>Responsible Person</th>
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</thead>
<tbody>
<tr>
<td>X 1/5/07</td>
<td>DL</td>
<td>1</td>
<td></td>
<td>Shed</td>
<td></td>
<td>DL Landscape Storage</td>
<td>Golf Cart</td>
<td>Motorized</td>
<td></td>
<td></td>
<td>P</td>
<td>Blue</td>
<td></td>
</tr>
<tr>
<td>X 1/5/07</td>
<td>DL</td>
<td>1</td>
<td></td>
<td>Shed</td>
<td></td>
<td>DL Landscape Storage</td>
<td>Golf Cart</td>
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<td>P</td>
<td>Orange</td>
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<tr>
<td>X 1/5/07</td>
<td>10B-P5</td>
<td>32</td>
<td>10B</td>
<td>Auto Tech</td>
<td></td>
<td>Chairs</td>
<td>4 star base - replaced due to outdated base configuration</td>
<td></td>
<td>P</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
BOARD AGENDA ITEM

To: Board of Trustees                          Date: January 16, 2007
From: Superintendent/President               Item & File No. C.12.A
Subject: Student Fee/Refund Schedule for 2007/08
Reason for Board Consideration: APPROVAL

BACKGROUND:

The Marin Community College District Board of Trustees reviews and approves the Student Fee/Refund Schedule annually. The recommended changes for the 2007/08 Academic Year are as follows:

Increase in Non-Resident Tuition:

   U.S. Citizen Tuition from $175 to 179 per unit
   Non-U.S. Citizen from $185 to $188 per unit

The fees would increase this year by the 06/07 USCPI factor of 2.2%. Under the allowable calculation, the District could have charged up to $314 per unit.

This increase in rates has been reviewed with student leadership.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve increasing the Non-Resident student tuition fee to $179 per unit for U.S. Citizens and $188 per unit for Non-U.S. Citizens for the 2007/08 Academic Year.

Administrator Initiating Item

12/20/06

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

BOARD AGENDA ITEM

To:    Board of Trustees  Date:  January 16, 2007
From:  Superintendent/President  Item & File No. C.12.B
Subject:  Long Form Professional Services Agreement - Kwan Henmi Architecture/Planning
Reason for Board Consideration:  APPROVAL  Enclosure(s):  Long Form Contract

BACKGROUND:

On March 20, 2006 the Board approved a $50,000 Short Form Professional Services Agreement with Kwan Henmi Architecture/Planning for architectural programming and conceptual design work for the Diamond PE Complex on the Kentfield Campus. Amendment #1 in the amount of $450,000 was previously approved.

Miller, Brown & Dannis, the bond program’s legal counsel, has reviewed and accepted the attached long form professional services agreement for the remainder of Kwan Henmi’s work on this project. The supporting letter to this effect is included in the series of enclosures.

FISCAL IMPACT:

This contract will be paid from Measure C bond funds designated for design services. The total amount of this contract, including the short form agreement and amendment, is $2,015,500.

This fee represents approximately 12.8% of the project’s original construction cost estimate of $15.7 million. Although typical design fees range from 11% to 12% of construction cost, this fee includes additional atypical pre-design and LEED documentation services and is deemed reasonable for this project.

The contract will be adjusted at a later date for (1) the addition of photovoltaic panels, and (2) the final reconciled construction cost estimate.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve a Long Form Professional Services Agreement to Kwan Henmi Architecture/Planning in the amount of $2,015,500, inclusive of the previously authorized short form agreement and amendment.

Administrator Initiating Item  Administrator Approving Item
V-Anne Chernock  Albert J. Harrison II
Director of Modernization  Vice President, College Operations
January 8, 2007

VIA FACSIMILE & EMAIL

Elizabeth Tucker
Swinerton Management & Consulting, Inc.
835 College Avenue, Bldg. MS-3
Kentfield, CA 94904

Re: College of Marin
Professional Services Agreement Regarding Kwan Henmi for the Diamond
PE Complex
Our File No 2440.10107

Dear Ms. Tucker:

Swinerton asked us, on behalf of the District, to review the proposed changes to the
standard long form professional services agreement between College of Marin and
Kwan Henmi Architects.

After a review of the recommended modifications to the agreement form you provided,
we find them acceptable. We made some minor revisions and rejected some changes
requested by Kwan Henmi on the issues of indemnity and District liability for damages.

Extensive technical changes for this Project were made by Swinerton staff and we have
reviewed those changes. Those changes were found to be acceptable.

Comments: Acceptable.

Very truly yours,

MILLER BROWN & DANNIS

[Signature]

Lawrence M. Schoenke
LMS/ab

cc: Al Harrison, Vice President, College Operations
    V-Anne Chernock, Director of Modernization
# APPENDIX A

**SERVICES TO BE PROVIDED BY ARCHITECT**

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<td>2.4 Coordination with Master Schedule Scheduling and District Operations</td>
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<td>2.5 Deliverables Required Under This Agreement - Generally</td>
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<td>2.7 Monthly Progress Report:</td>
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<td>3.2 Detailed Requirements:</td>
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<td>4.5 Preliminary Estimates of Construction Costs</td>
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<td>4.6 Schematic Layouts, Sketches and Conceptual Design Criteria</td>
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<td>4.7 Opinion of Probable Project Costs:</td>
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<td>4.8 Sustainability Workshop:</td>
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<td>4.9 Design Schedule Report:</td>
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<td>4.10 Attend Required Meetings:</td>
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<td>5.6 Report on Additional Information Required:</td>
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<td>5.7 Revised Opinion of Probable Total Project Costs:</td>
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<td>5.8 Review with District:</td>
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<td>5.9 Attend Required Meetings:</td>
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<td>5.10 Work Phasing Recommendations:</td>
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<td>5.13 Report:</td>
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<td>6. Construction Document Phase.</td>
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</table>

Rev. 1_20050816

Professional Services Agreement (Arch)
Appendix A
APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 16, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. providing for professional services.

1. Projects Under this Agreement

1.1 General

Total work scope (building, site work, landscaping, parking, etc.)

1. Diamond PE Complex Modernization Project No. 308B: $15,600,000.00 Budgeted Bid Day Construction Cost

Scope of Work

Renovation and Modernization of Diamond P.E. Complex, including seismic retrofit, remediation of accessibility and Title IX issues in conformance with Bond language. Pool scope limited to equipment replacement. Playfields excluded from project scope; parking lot improvements limited to accessibility upgrades required for PE Buildings. Bid-day construction budget is $15,6 00,000.00 (excluding costs associated with temporary housing). Minimum sustainable design goal is LEED EB-Certified.

1.2 Construction Budgets

The agreed upon “Budgeted Bid Day Construction Cost” above means the anticipated value of the construction contract for the Project when initially let. Architect shall treat the Budgeted Bid Day Construction Cost so identified as the District’s required construction cost for the Project. In performing its Services under this Agreement, Architect shall not rely upon or refer to District’s contingency budgets either for design, construction, or any items within those contingency budgets, nor shall any such contingency budgets be referred to in determining performance under this Agreement.

1.3 Criteria Governing Architect’s Services on Program and Each Project

1.3.1 Each Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, consistent with the standard of care of a specialist in schools design, and shall meet the criteria set forth below.

1.3.2 Architect shall not, unless otherwise permitted in writing by Program Manager/Program Manager, propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.

1.3.3 Architect shall not, unless otherwise directed or permitted in writing by Program Manager and the District specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or
equipment is requested by Architect, Architect shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such report in making its decision. If requested by District, as Basic Services, Architect shall comment on any District-proposed unique, innovative, proprietary or sole source equipment, systems or materials.

1.3.4 Architect’s design shall provide to the extent possible, that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Architect shall allow representatives of the District’s operation and maintenance departments to review, comment, and participate in meetings regarding Architect’s design as necessary to consider their requirements in design development, provided, however, that Architect shall exercise its professional judgment respecting all ultimate design decisions.

1.3.5 Architect must coordinate with other Architects on the Program, as directed by Program Manager, to specify designs, equipment and systems on a Program-wide basis to secure Program-wide efficiencies and economies in procurement and maintenance. Architect shall not have responsibility for the technical adequacy or accuracy of Architects separately engaged by District.

2. Basic Services

2.1 Scope

Basic Services shall include all the services and activities specified below and herein in Programming Phase, Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase, Construction Phase, Operation/Project Close-Out Phase, and Post-Construction Claims Resolution Phase.

2.2 General Description and Requirements

2.2.1 Performance of services will require Architect to work with, meet with, and attend meetings with District staff, with Inspectors, with Program Manager staff, with Commissioning Authority, with testing agencies, with other governmental agencies, with Contractors, and with such other Architects as Architect determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Architect’s duties under this Agreement (including, but not limited to, Architect’s express duties of coordination with Subconsultants or other District Architects).

2.2.2 Services performed by Architect shall conform to the requirements of the laws of the State of California applicable to schools construction, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. As referenced in those codes, “Responsible Charge” for the work shall be with a Registered Architect/Engineer currently licensed in the State of California.

2.2.3 Plans, specifications, design calculations, Site data, and cost estimates, if any, required to be prepared by Architect shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Education Code and Code of Regulations, and such personnel shall also be in Responsible Charge for observation of the construction, as required by those codes.
2.2.4 Architect shall provide to District all professional engineering services necessary to perform the Services in all phases of the Program and each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional engineering services necessary to perform the Services and complete each Project to which this Agreement applies, including but not limited to, all engineering services and all acoustical, civil, electrical, fire protection, mechanical, and structural engineering, landscape, and cost estimating services required to perform the Services on the Program and each Project to which this Agreement applies.

2.2.5 Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect’s Services. Architect shall provide all materials to complete its services.

2.2.6 Architect shall engage all appropriate specialty consultants as are necessary for proper completion of the Services, at the sole expense of Architect. Architect’s contracts with Subconsultants (and their contracts with their subconsultants) shall incorporate this contract by reference to the extent not inconsistent with Subconsultants’ scope of work. Architect shall intimate the District and allow sufficient time for the District to consider and advise approval of the ‘Specialty Architects’. District shall have the right (but not the obligation) to approve specialty Subconsultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld.

2.2.7 Architect shall require each of its consultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold District harmless from any negligent errors or omissions of the Subconsultants.

2.2.8 To the extent necessary to complete its design services for each Project, Architect shall review, update and verify all as-builts information supplied by District concerning existing structures, facilities and utilities. If such reviewing, verifying and updating requires extra cost not foreseeable upon signing this Agreement, then District shall pay Architect such actual costs.

2.2.9 Architect shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Architect, at no additional cost to District. Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to schools.

2.2.10 Throughout Architect’s performance of the Services, Architect shall make written recommendations to District and Program Manager concerning any additional information necessary to complete the Services.

2.2.11 Architect shall provide District and Program Manager with written evaluations of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project.

2.2.12 Architect shall provide District and Program Manager with a copy of all written communications and submittals to third parties regarding this Project.

2.2.13 On all Projects, Architect shall prepare all energy saving calculations and deliverables necessary for District to submit to PG&E, for energy savings rebates and unconventional energy rebates and any additional information required. Architect shall then monitor construction for compliance with such rebate requirements and report to the District any problems encountered or anticipated.
2.2.14 The Architect shall work within the standards and guidelines developed by the District Architect to support the Board's resolution on Environmental Stewardship. Documentation as required for LEED certification will be the responsibility and a part of the scope of work of the Architect working under this agreement and in accordance with the District's resolution No. 2004-7-12b Environmental Stewardship and sustainable facilities construction, operating and implementation practices.

2.2.15 The Architect shall exercise sound judgment in applying both green building and commissioning procedures on a project specific basis.

2.2.16 Architect shall conduct at least monthly design coordination meetings with all Subconsultants employed to provide services under this contract, and shall be required to attend Program-wide design coordination meetings between consultants on different Projects as necessary to support the overall Program coordination efforts of the Program Manager. These meetings are in addition to the meetings required in the Professional Services Agreement, Appendix A, paragraphs 1.3.4, 2.2.1, 2.4.2.2, 2.4.4.1, 4.6.2, 4.9, 5.10, and 8.11.4.

2.3 Coordination of Engineering Consultants and Architects

2.3.1 Architect shall fully coordinate all engineering disciplines and Consultants involved in completing the Services. Architect's Consultants shall fully coordinate with Architect and all engineering disciplines and Consultants involved in completing the Services. The objective of this coordination shall be the development of a complete, comprehensive and workable design in which the work of Architect and each Consultant interfaces well and is properly coordinated, sound and well engineered, with details that work together with regard to all affected disciplines.

2.3.2 Architect shall coordinate its work on the Project with District personnel and work of other Architects on other projects in the Program (including Program Manager), and Commissioning Authority as directed by Program Manager, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.

2.3.3 Architect shall coordinate its work on the Project with work of the District's separately maintained hazardous material Architects. Such coordination shall not impose on Architect responsibility for the work of the hazardous materials Architect. However, Architect shall consider the work of the hazardous materials Architect in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable.

2.4 Coordination with Master Schedule Scheduling and District Operations

2.4.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master Schedule and Milestone Schedule to be developed by District and approved by Architect (which approval shall not be unreasonably withheld).

2.4.2 For each phase of the Services under this Agreement, Architect shall prepare and submit for District's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Architect's progress.
2.4.2.1 The task list submitted shall be coordinated with the Master Schedule and identifiable by contract package. The task list for each phase of the Services under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Agreement.

2.4.2.2 The task list shall list all points of District and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Architect's anticipated specific requirements for information, decisions or documents from District necessary for Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

2.4.3 For the Project, Architect shall prepare, submit for District's acceptance, and maintain a design schedule detailing, Architect's scheduled performance of the Services. The schedule shall fit within and coordinate with the overall Master Schedule and Milestone Schedule, including any and all design interfaces referenced in the Master Schedule and all updates to the Master Schedule.

2.4.3.1 Architect shall submit a preliminary schedule within two weeks (Ten working days) days of commencement of the Programming Phase (covering in summary fashion all Services of each phase of the Project and providing a detailed schedule for the tasks (and subtasks) of the Schematic Design Phase).

2.4.3.2 For each succeeding phase of Services, Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Architect's work during the succeeding phase of Services. (The required schedule supplement shall be submitted as part of Architect's deliverables at the conclusion of the current phase of Services.)

2.4.4 Architect's schedule shall be updated monthly, and shall meet the following requirements:

2.4.4.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from District for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

2.4.4.2 The schedule shall include appropriate District and third party design review durations for each contract package (in minimum durations of one week for Schematic Phase, Design Development Phase, and 50% Construction Document phase, and two weeks for 100% Construction Documents phase.)

2.4.4.3 The schedule shall be in a computer software format compatible with District's existing computer software format, which is Microsoft Project.

2.4.5 Architect shall adjust and cause its Subconsultant to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.

2.4.6 Revisions to Architect's schedules shall be prepared and submitted when requested by District, but no more frequently than once a month. District's acceptance of Architect's schedule will not create any duty of care or impose on District any responsibility for the
sequence, schedule or progress of Services nor will it interfere with or relieve Architect from Architect’s full responsibility therefore.

2.5 Deliverables Required Under This Agreement - Generally:
Each deliverable shall be reviewed with representatives of District. Deficiencies in deliverables and modifications to conform with program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the fee for Basic Services.

2.6 Deliverables Required Under This Agreement - By Phase:
Required Deliverables are listed in Appendix D.

2.7 Monthly Progress Report:
Architect shall provide District with a Monthly Progress Report, in writing, reporting on Architect’s progress and any problems in performing the Services of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:

2.7.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.

2.7.2 A schedule assessment and proposed ways to work around any problems that arise.

2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.

2.7.4 The original summary schedule as updated to reflect current progress, updates and revisions, submitted in both 31/2 diskettes (three sets) and 81/2" x 11" bound hard copy forms (three sets).

2.7.5 All written submittals shall be prepared using Word for Windows (version shall be as directed by the District)2000 software program.

2.8 Compliance with Laws:
Architect shall comply with the necessary professional standard of care applicable to an Architect experienced in schools design regarding complying with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Administrative Code Title 24 (Public Works), Division 1 (Department of General Services), Chapter 1 (Office of the State Architect) (“Title 24”). Architect shall perform all duties which Title 24 imposes on school project engineers, including those summarized generally in Section 41 of Title 24, all of which include, but are not limited to, the following:

2.8.1 Prepare all project designs to meet and exceed building standards set forth in Part 2, Title 24 of the California Administrative Code, which are minimum standards applicable to school construction; coordinate submission and approval of same to DSA and the State Chancellor's Office and any other public authority with jurisdiction.

2.8.2 Coordinate and cooperate fully with DSA and the State Chancellor's Office and any other authority with jurisdiction, to secure timely review and approval of Architect’s work, including but not limited to:

2.8.2.1 Determining the estimated time from submission to DSA and State Chancellor’s Office of plans and specifications to approval of same,
including “bin time” for initial review of plans and specifications, and incorporating same into Project schedule;

2.8.2.2 Securing from DSA change order pre-approvals, where appropriate to minimize Project delays caused by delays in review and approval of change orders;

2.8.2.3 Securing early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.

2.8.2.4 Determine and advise District on four weeks advance notice all necessary DSA fees, so as to avoid any delay.

2.8.3 Coordinate and cooperate fully with the DSA in its required observation of construction.

2.8.4 Designate an Architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each Project.

2.8.5 Issue Verified Reports on the form and frequency required by Title 24, showing of Architect’s personal knowledge, the work is in every material respect in conformance with the approved plans and specifications. Require that the Project Inspector’s, the Contractor’s, and the other Architects’ and engineers’ Verified Reports are submitted as required by Title 24.

2.8.6 Advise on:

2.8.6.1 Selection of resident inspector and testing laboratories;

2.8.6.2 Preparing addenda and architects supplemental instructions/bulletins as required by conditions on the Project.

2.8.7 Performing general observation of the work of construction, interpreting the approved drawings and specifications.

2.8.8 Receive and act upon all technical correspondence from the State to the Architect or registered engineer in general responsible charge of the Project.

2.8.9 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the Project, Subconsultants, submitting information to DSA, and general direction of the work of the Project Inspector (as contemplated by Title 24).

2.8.10 Architect shall establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency prior to the start of construction, and shall notify DSA as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.

2.8.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which Project Inspectors shall have been approved by Architect and submitted by Architect to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Architect, as required by the California Code of Regulations.
2.9 **State Communications:**
Assist with and coordinate all communications with State Chancellor’s Office, secure necessary approvals from Division of the State Architect, and assist with and coordinate any necessary approvals from other authorities having jurisdiction.

2.10 **Architect’s Scope of Services:**
Architects scope of work on each Project shall include the following work items:

2.10.1 Diagram of Building Areas (SP 1-A) (if required)
2.10.2 ADA compliance report.

3. **Programming Phase**

3.1 **Period of Service:**
The services called for in the Programming verification/validation Phase will be completed and the required deliverables submitted within the stipulated periods of time indicated in Appendix C, “Milestone Schedule”. Written authorization to proceed with the Programming Phase will be given at such time as District may direct.

3.2 **Detailed Requirements:**
Consult with District to establish and document the following detailed requirements for the Project:

3.2.1 Design objectives, limitations and criteria, functions, priorities;
3.2.2 Development of initial approximate gross facility areas and space requirement;
3.2.3 Space relation, requirements and restraints (including comparing requested space requirements to similar projects and space standards, diagramming space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods);
3.2.4 Number of functional responsibilities and personnel;
3.2.5 Flexibility and expendability;
3.2.6 Environmental and sustainability goals;
3.2.7 Energy efficiency goals (including siting, landscaping, façade, fenestration, envelope and roof features that impact energy use);
3.2.8 Indoor environmental quality requirements;
3.2.9 Special equipment and systems;
3.2.10 Site requirements and existing conditions, and utilities services;
3.2.11 Development of a preliminary budget for the work based on programming and scheduling studies;
3.2.12 Operating procedure;
3.2.13 Zoning and other applicable regulations;
3.2.14 Expandability;
3.2.15 Access, parking;
3.2.16 Construction feasibility and phasing;
3.2.17 Security criteria;
3.2.18 Communications relationships; and
3.2.19 Project schedule.

3.3 **Space Schematics/Flow Diagrams:**
Prepare diagrammatic studies and pertinent descriptive text for:

3.3.1 Conversion of programmed requirements to net area requirements;
3.3.2 Internal functions;
3.3.3 Human, vehicular and material flow patterns;
3.3.4 General space allocations;
3.3.5 Analysis of operating functions;
3.3.6 Adjacency;
3.3.7 Special facilities and equipment; and
3.3.8 Flexibility and expansibility.

3.4 Existing Facility Surveys:
Architect shall research, assemble, review and supplement information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

3.4.1 Field measurements;
3.4.2 Review of existing design data;
3.4.3 Analysis of existing structural capabilities;
3.4.4 Analysis of existing mechanical capabilities;
3.4.5 Analysis of existing electrical capabilities; and
3.4.6 Review of existing drawings for inaccuracies, updating where necessary and the development of required measured drawings.

3.5 Estimate of Construction Cost:
Based upon the programming phase services performed, review initial budget estimates existing by applying unit costs and other standard cost data to space and facilities requirements. Consider all foreseeable, construction, utilities connections, off-Site improvements, permits, fees, furniture, and movable and installed equipment. Report to District regarding continued accuracy of initial budget estimates contained in District’s Implementation Plan.

4. Schematic Design Phase

4.1 Period of Service:
The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix C, “Milestone Schedule”. Written authorization to proceed with the Schematic Design Phase will be given at such time as District may direct.

4.2 Consultation with District

4.2.1 Consult with District to clarify and define the requirements for the Services and review available data.

4.2.2 Review District’s conceptual program for scope, coordination requirements, criteria, budget and constructability.

4.2.3 Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

4.3 Site Visit and Investigations

4.3.1 Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials Architect has observed. (This paragraph does not impose on Architect any duty to locate hazardous materials.)
4.3.2 Advise Program Manager as to the necessity of obtaining additional information related to the Site, necessary for purposes of design. Such advise and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.

4.3.3 Review information generated under Paragraph 2.2.8, 4.4 and information secured pursuant to Paragraph 5.3.2 and advise Program Manager whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or otherwise, before Architect can proceed with design.

4.4 Recommendations on Required Additional Information

4.4.1 Advise District as to the necessity of District’s providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project.

4.4.2 Make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic materials.

4.4.3 Additional information required by Architect under Paragraph 4.4.2 shall be secured by Architect as directed in writing by Program Manager and compensated as Additional Services pursuant to Section 12.

4.5 Preliminary Estimates of Bid Day Construction Costs

4.5.1 Prepare preliminary estimates of construction costs and times of completion for the Project.

4.5.2 Develop alternative conceptual plans and provide a general economic analysis of District’s program requirements applicable to various design alternatives, including but not limited to, structural, mechanical and electrical systems. Include analyses of District’s program requirements.

4.6 Schematic Layouts, Sketches and Conceptual Design Criteria

4.6.1 Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

4.6.2 Reports and exhibits shall incorporate District’s program requirements and shall include structural concepts, Site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by District. Architects shall participate in periodic progress meetings with representatives of District and shall coordinate with Program Manager formal design presentations at times indicated on the Project schedule. Architect will provide illustrative materials such as, 3D drawings / studies and presentation materials in order to convey design intent to a non-technical audience.
4.6.3 Prepare and submit to District for approval:

4.6.3.1 Outline specifications including engineering, structural, mechanical, electrical, and instrumentation systems and materials proposed;

4.6.3.2 For Diamond Physical Education Complex only, floor plans and elevations at a scale acceptable to District as necessary to convey the engineering design, and tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.

4.6.4 Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Architect’s findings and recommendations.

4.6.5 Architect shall provide a narrative report by each design discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials, finishes, Site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.

4.7 Opinion of Probable Construction Costs:
Prepare reports on Architect’s opinion of probable Bid-Day Construction Costs based on the schematic layouts, sketches and conceptual design criteria provided, including, but not limited to, the following which will be separately itemized. The total of all such costs, contingencies and allowances are hereinafter called “Bid-Day Construction Costs”. Reports shall include:

4.7.1 Estimate of Probable Bid-Day Construction Cost (defined as the total anticipated cost of the construction contract to be let to a general contractor)

4.8 Sustainability Workshop

4.8.1 Participate with Program Manager and any other Architects designated by Program Manager in the conduct of an approximate, not to exceed eight hour Sustainability Workshop.

4.8.2 Review with user group and Program Manager achievable sustainable design measures using LEED checklist, acknowledging the Board’s Resolution on Environmental Stewardship, and providing consultant input as necessary.

4.8.3 Identify initial project LEED goal (certified level is minimum for Existing Building) and suggested project alternates for additional sustainable features for the project.

4.8.4 Identify initial project LEED goal (certified level is minimum for New Buildings) and suggested project alternates for additional sustainable features for the project.

4.8.5 Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

4.9 Design Schedule Report:
A report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Architect's ability to conform to the Contract schedule.

4.10 **Attend Required Meetings:**
Attend meetings with the community, representatives of District, interested parties governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

4.11 **Board Approval:**
Present schematic documents to District Board of Trustees and secure its approval. Presentation content reviewed and coordinated with Program Manager.

5. **Design Development Phase**

5.1 **Period of Service**

5.1.1 After acceptance by District of the required deliverables in the Schematic Design Phase, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Design Development Phase.

5.1.2 Architect shall submit the deliverables required by the Design Development Phase including preliminary design documents and a revised opinion of probable Bid Day Construction Costs, within the stipulated period indicated in Appendix C, “Milestone Schedule”.

5.1.3 Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

5.2 **General Scope of Project and Final Design Criteria:**
After consultation with District and on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in periodic progress meeting with District’s personnel and Subconsultants.

5.3 **Design Development Documents:**
Prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, together with 3D studies and presentation materials if required. These Preliminary Design documents shall include, but are not limited to:

5.3.1 Site plans, engineering, structural, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and

5.3.2 Outline specifications for each specification, section, with Part 2 of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems; and

5.3.3 Basis of Design (BOD) report is required for all building systems (i.e. foundations, structural, mechanical, electrical, plumbing, information technology, security, fire and life safety, etc.) to be commissioned, including design assumptions (space use,
redundancy, diversity, climatic design conditions, space zoning, occupancy, operations, and space environmental requirements), standards (applicable codes, guidelines, regulations, and other references that are being followed), and narrative descriptions including performance criteria for the mechanical, plumbing, lighting, power and other systems.

5.3.4 If appropriate, a tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.

5.3.5 If appropriate, Architect shall provide to Program Manager for District’s approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.

5.3.6 Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

5.4 Design Development Phase Drawings:
Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation and review of an accurate cost estimate, including but not limited to, the following descriptions of minimum requirements for a design development submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.

5.4.1 Architectural Drawings

5.4.1.1 Floor plans which clearly show:
   a. Finish schedule
   b. Principal dimensions
   c. Wall types clearly identified
   d. Security zones and perimeters
   e. Room and door numbers, and a numbering plan for the entire facility
   f. Sufficient sections and details to enable a reasonable material takeoff
   g. Contractor-furnished and Owner-furnished equipment list incorporated in layout

5.4.1.2 Roof plans which clearly show:
   a. Slopes
   b. Type of roofing
   c. Roof access and pathways
   d. Location of any mechanical equipment
   e. Sufficient information to determine primary and secondary means of drainage

5.4.1.3 Reflected ceiling plans which clearly show:
   a. Ceiling material
   b. Access hatches
c. Room numbers

d. Partitions coordinated with the floor plans

e. Mechanical and electrical features coordinated with mechanical and electrical equipment and system drawings to verify the specified ceiling heights could be achieved during construction.

5.4.1.4 Elevations which clearly show:

a. Types of surface materials

b. Dimensions from finish floor to tops of walls, eaves and roof lines

c. All openings without dimensions but coordinated with door and window schedules

5.4.1.5 Sections which clearly show:

a. Any security considerations

b. Firewall conditions at tops of walls

c. All essential building parts and materials

d. Arrangement of mechanical, electrical equipment and services in congested areas of equipment rooms, corridor ceilings etc.

5.4.1.6 All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style

5.4.1.7 All items intended to be permanently affixed to the building.

5.4.2 Structural Drawings

5.4.2.1 Floor and foundations plans which clearly show:

a. Principal dimensions

b. All columns, shear walls, shafts and stairs

c. Coordination of structure with architectural floor plans

d. Sections cut and details to identify the proposed type of foundations

e. Sufficient section and detail bubbles to show where sections and details can be found

5.4.2.2 Roof plans which clearly show:

a. Principal dimensions

b. All major framing members

c. Sufficient sections and details to show design intent

d. Coordination with architectural, mechanical and electrical floor plans

e. Sufficient section and detail bubbles to show where sections and details can be found

5.4.2.3 Sections and details which clearly show:

a. Design intent

b. All important connections
c. Coordination with other structural plans

d. Logical placement to allow easy location of sections and details

5.4.3 Mechanical and Plumbing Drawings

5.4.3.1 Mechanical and Plumbing plans which clearly show:

a. Room numbers
b. Locations of all major pieces of equipment
c. Layout and sizing of all ductwork and piping
d. Symbol list coordinated with symbols on plans
e. All points-of-connection including invert elevations
f. Sufficient section and detail bubbles to show where sections and details can be found

5.4.3.2 Equipment and fixture schedules which clearly show:

a. All fixtures identified
b. All mechanical equipment identified and sized

5.4.4 Electrical Drawings

5.4.4.1 Lighting and power plans which clearly shows:

a. Room numbers
b. Single line diagrams of services and systems
c. Symbol list coordinated with symbols on the plans
d. Lighting plans coordinated with reflected ceiling plans
e. Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
f. Sufficient section and detail bubbles to show where sections and details can be found

5.4.4.2 Equipment and fixture schedules including lighting.

5.4.4.3 Security, alarm, intercom, public address (PA), closed-circuit TV (CCTV), nurse call and similar electrical and electronic systems.

5.4.5 Civil Drawings:

5.4.5.1 Site and grading plans which clearly show:

a. Site cross sections
b. Site contours and drainage
c. Locations of all bench marks
d. Precise locations of all major elements
e. Roadways, driveways and parking areas

5.4.5.2 Site utility plans which clearly show:

a. All connections to off-Site utilities
b. All points-of-connection including invert elevations
c. All drainage systems and other utilities located and sized

5.4.6 Other Items
5.4.6.1 Outline Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.

5.4.6.2 Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.

5.5 Additional Data or Services:
Advise District in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by Program Manager:

5.5.1 Data prepared by or services of others, including without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

5.5.2 Appropriate professional interpretations of the foregoing;

5.5.3 Environmental assessment and impact statements, Site assessments;

5.5.4 Property, boundary, easement, right-of-way, topographic and utility surveys;

5.5.5 Property descriptions;

5.5.6 Zoning, deed and other land use restriction; and

5.5.7 Other special data or consultations necessary or useful in completion of the Project.

5.6 Report on Additional Information Required:
Advise in writing if any of the following are required:

5.6.1 Governmental permits of any type;

5.6.2 Reports of any type to governmental agencies;

5.6.3 .

5.7 Revised Opinion of Bid Day Construction Costs:
Based on the information contained in the Preliminary Design documents, submit a revised opinion and more detailed estimate of probable Bid Day Construction Costs and times of completion of the Project, coordinated with the Master Schedule.

5.8 Review with District:
Prepare for approval by District written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

5.9 Attend Required Meetings:
Attend meetings with the community, representatives of District, interested parties governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
5.10 **Work Phasing Recommendations:**
Prepare recommendations for phasing of the construction work to minimize disruptions and interferences with District’s operations and any concurrently proceeding construction activities. Meet and discuss phasing recommendations with District and Program Manager. This phasing may be incorporated into Construction Contract documents. Complete phasing recommendations as part of the Construction Documents Phase services.

5.11 **Review of the Final Design by District:**
Participate and cooperate fully in a review of the Final Design by District, and any Architects engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary.

6. **Construction Document Phase**

6.1 **Period of Service:**

6.1.1 After acceptance by District of the Design Development Phase documents and revised opinion of probable Bid-Day Construction Costs, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Construction Document Phase;

6.1.2 Architect shall submit the deliverables required by the Construction Document Phase within the stipulated period indicated in Appendix C, “Milestone Schedule”.

6.1.3 Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the District in consultations with appropriate authorities.

6.2 **Final Drawings and Specifications**

6.2.1 On the basis of the accepted Design Development documents and the comprehensive update on estimates of probable Bid-Day Construction Costs and times of completion for the Project, coordinated with the Master Schedule, prepare for incorporation in the Contract Documents final drawings (hereinafter called “Drawings”) and Specifications to show the work to be furnished and performed by Contractor. Drawings and Specifications shall set forth in detail the requirement for construction of all work to be performed by Contractor.

6.2.2 Final Drawings shall be prepared in accordance with District’s CAD standards. Final technical specifications shall be prepared in conformance with the CSI 2004 format of the Construction Specification Institute. Architect shall cooperate with District in coordinating the Drawings and technical specifications with District’s Divisions 0 and 1 standard specifications and in jointly revising District’s standard specifications. Architect shall provide whatever Division 1 construction contract specifications necessary for the Project and not supplied in District’s standard forms.

6.2.3 Submittal to DSA: All construction documents shall be brought to a ninety-five percent level of completion for DSA submittal. District may conduct a peer review of the completed construction documents, including submittal of a list of revisions required to complete the documents. Architect shall complete drawings and specifications following DSA submittal and review, including completion of all Subconsultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Subconsultant team (and team personnel) preparing the DSA submittal shall complete the drawings and specifications.
6.3 **Compliance with Codes, Regulations and Requirements:**
Comply with the standard of care of an Architect experienced in schools design when preparing Drawings and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal having jurisdiction over the Project.

6.4 **Compliance With State Standards:**
Without limiting Paragraph 7.3 6.3 above, all plans, specifications, structural design calculations, Site data, and cost estimates required by State law, including without limitation the California Education Code and Code of Regulations, shall comply with State standards. Architect shall prepare and submit the application for approval of the plans and specifications by the DSA. A “check set” shall be submitted by Architect to the DSA, and any changes or corrections required by the DSA shall be made by Architect. Any other requirements of the DSA or any other authority with jurisdiction shall be complied with. Deliver to District two (2) complete sets of final DSA approved plans and specifications. Architect shall designate a contact person for the duration of the State approval process.

6.5 **Drawings and Specifications:**
The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section and a reference to the Division 1 commissioning section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.

6.6 **Revised Opinion of Bid-Day Construction Costs:**
Based on the information contained in the Drawings and Specifications, submit, at 90% completion, a revised opinion and more detailed estimate of probable Bid-Day Construction Costs and times of completion of the Project, coordinated with the Master Schedule.

6.7 **Supplementary Conditions**
Prepare for review and approval by District, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

6.7.1 Make full written disclosure to District, and obtain District’s express written approval of:

6.7.1.1 Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;

6.7.1.2 Any proposed innovative, unique, proprietary or sole source design features.

6.8 **Report:**
Provide a written report to District that the final design, as expressed in the final plans and specifications are complete and ready to bid, and conform with the following attributes:

6.8.1 Its constructability, workability and biddability;

6.8.2 The finished construction meeting the required levels of structural integrity, watertightness, durability, maintainability, and security, if faithfully carried out;
6.8.3 The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances.

6.8.4 Does not call for the use of hazardous materials.

6.9 **Review of the Final Design by District:**
Participate and cooperate fully in a review of the Final Design by District, including the Commissioning Authority and any Architects engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary.

7. **Bidding Phase**

7.1 **Bidding:**
After written authorization to proceed with the Bidding Phase, Architect shall:

7.1.1 Attend Pre-Bid Conferences and Site Visits.

7.1.2 Assist District obtaining bids for prime contract for construction, materials, equipment and evaluating bids;

7.1.3 Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.

7.1.4 Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

7.1.5 Issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment.

7.1.6 Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

7.2 **Where Bids Exceed Budget:**
If the lowest responsible, responsive base bid received from a contractor exceeds the latest approved Estimate of Probable Bid-Day Construction Costs (as contained within the estimate of Bid-Day Construction Costs), District may, at its discretion:

7.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.

7.2.2 Reject all bids and rebid the contract.

7.2.3 If the bid amount is more than 10% greater than the Architect's latest accepted Estimate of Probable Bid-Day Construction Cost rendered during the Construction Documents Phase, District may require

7.2.3.1 Architect, as an additional service, to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Bid-Day Construction Cost for the work to be performed by the Contractor, while still meeting District's program objectives.

7.2.4 Abandon the Project and terminate this Agreement.
8. Construction Phase

8.1 Period of Service:
The Construction Phase will commence with the execution of the prime contract to be executed for the work of the Project, and will terminate upon written recommendation by Architect for final payment on the prime contract completed. The anticipated construction period is indicated in Appendix C “Milestone Schedule.”.

8.2 General Administration of Construction Contract

8.2.1 Architect shall consult with and advise District and act as District’s representative as provided in Document 00700 General Conditions and Division 1 Specifications (herein called the “General Conditions”). Architect shall perform all duties which the General Conditions provide will be performed by the “Architect” or “Architect/Engineer”.

8.2.2 Architect will have authority to act on behalf of District to the extent provided in the General Conditions of the Construction Contract, provided, however, that District may, in its sole discretion, issue instructions directly to Contractor if notice of such instructions is given to Architect as soon as practicable thereafter.

8.2.3 Architect will work with District, Program Manager, Commissioning Authority and any other Project Inspectors, testing agencies, and governmental agencies as set forth in the General Conditions and this Contract. Architect consents to District’s retaining of a construction manager who may perform some or all of the functions assigned to Program Manager in this Agreement.

8.2.4 For purposes of this Appendix A, words and phrases having a defined meaning under the General Conditions shall have that defined meaning in this Appendix A, including, but not limited to, the terms “Site”, “defective”, “Contract Documents”, “Shop Drawings”, “Samples”, “Inspector” and “Contractor”.

8.2.5 Architect and Resident Project Representative (if required) shall attend the Preconstruction Conference, the Commissioning Scope meeting, the Controls Integration meeting and, as needed, commissioning meetings.

8.2.6 Architect shall, after approval of the plans and specifications by the DSA, and as soon as the construction contract is let, but before construction is started, provide notice to the DSA as required by the California Code of Regulations.

8.3 Visits to Site and Observation of Construction

8.3.1 Architect shall make visits to the Site at intervals appropriate to the various stages of construction as Architect deems necessary in order to observe, as an experienced and qualified design professional, and sufficient to prepare the Final Verified Reports and any other reports or certifications required by the California Education Code and Code of Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor’s work. Architect shall provide District with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.

8.3.2 Architect shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. Architect will maintain an electronic record of such notifications. Consultant will included, as appropriate, observations by the Commissioning Authority.
8.3.4 Architect shall not, during visits or as a result of observations of Contractor's work in progress, supervise, direct or have control over Contractor's work.

8.4 Resident Project Representative:
Unless agreed specifically otherwise, Architect shall not provide the services of a Resident Project Representative at the Site to assist Architect to provide continuous observation of the Project.

8.5 Defective Or Nonconforming Work:
Architect shall make written recommendations to Program Manager to disapprove or reject Contractor’s work, or to accept Contractor’s work with a reduction in Contract Cost, while it is in progress if Architect believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

8.6 Interpretations, Clarifications and Corrections

8.6.1 Architect shall issue necessary interpretations, clarifications and Request for Information (RFI) - Replies regarding the Contract Documents and in connection therewith assist Program Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than two five working days) so as to cause no delay to Contractor or the Project.

8.6.2 Architect shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by District to correct errors, omissions or conflicts.

9.6.3 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.

8.7 Verified Reports:
Architect shall make the “verified reports” required by the California Education Code and Code of Regulations, according to the form and schedule required by those codes and the DSA.

8.8 Review of Submittals and Requests for Information

8.8.1 Architect shall review, approve or take other appropriate action as set forth in the General Conditions in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Specification 01300 Submittals (collectively referred to herein as “Submittals”), and review and reply to RFI’s, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect respond to submittals any longer than ten days after their receipt.

8.8.2 Consultant shall incorporate comments of the Commissioning Authority into its submittal review.

8.8.3 Reviews, approvals and other actions taken shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto, unless same has been expressly specified by Architect.

8.8.4 Architect shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.

8.8.5 Architect shall maintain to the satisfaction of District a computer based system to record, control and manage the review of Submittals and RFI’s, which shows the interrelationships among and between such documents and requests for changes or
claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.

8.8.6 Architect shall provide to Program Manager for District approval two copies of a color schedule, samples of textures and finishes of all materials in the work at the Project.

8.9 Communications with Contractor

8.9.1 Any communications between Architect and Contractor regarding the any form of change to the construction contract's Contract Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to Program Manager. All such communications shall be delivered to Program Manager for delivery to the contractor, except for actions on submittals, which shall be sent directly to Contractor with a copy to the District. Architect shall not communicate directly with the contractor. Conversely, Architect shall receive all written communications from the contractor through the Program Manager. The District, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.

8.9.2 As required in the General Conditions, Architect shall review all written communications from Contractor, recommend actions to be taken by District, and reply in writing to Program Manager or to Contractor with a copy to Program Manager regarding the following:

8.9.2.1 Applications for payment.
8.9.2.2 Requests for changes in contract costs or times of completion.
8.9.2.3 Disputes with respect to technical aspects of contract documents.
8.9.2.4 Requests for interpretation and clarification of contract documents.

8.10 Substitutions

8.10.1 Architect shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor in consultation with the District.

8.10.2 Architect shall review quality control submittals and requests for substitution from Construction Contractor in a timely manner and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

8.11 Inspections and Tests

8.11.1 Architect shall request Program Manager to require special inspection or testing of the work whenever necessary to Architect's performance of its duties hereunder.

8.11.2 Architect shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

8.11.3 Architect shall inspect work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion.
8.11.4 Architect shall attend all weekly construction contract progress meetings.

8.12 Disputes Between District and Contractor:
Architect shall act as initial interpreter of the requirements of technical aspects of the Contract Documents as required by the General Conditions.

8.13 Applications for Payment

8.13.1 Based on Architect’s on-Site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules, Architect shall assist Program Manager in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.

8.13.2 Recommendations of payment by Architect will constitute a representation to District that:

8.13.2.1 The work has progressed to the point indicated;

8.13.2.2 To the best of Architect’s knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).

8.13.3 In the case of unit price work, Architect’s recommendations of payment will include its determinations of quantities and classifications of such work, along with data provided by District and other Architects (subject to any subsequent adjustments allowed by the Contract Documents).

8.13.4 By recommending any payment Architect will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Architect to check the quality or quantity of Contractor work as it is furnished and performed, beyond the responsibilities specifically assigned to Architect in this Agreement and the General Conditions.

8.14 Contractor’s Completion Documents

8.14.1 Architect shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to District with written comments and recommendation on their conformance with Contract requirements.

8.14.2 Architect shall employ and engage personnel who are sufficiently qualified to conduct meaningful review of maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, and tests.

8.15 Final Inspections:
Architect shall conduct inspections to determine if the work or portions of the work is substantially complete and a final inspection to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to Contractor and will give
written notice to District and Contractor that the work either is or is not acceptable subject to any conditions therein expressed. Architect shall participate in one (1) “post occupancy review” to occur no later than one year after completion.

8.16 Time of Construction Phase

8.16.1 Any prolonged construction phase services past the construction completion date defined in the Construction Contract, due in whole or in part to Architect’s failure to perform its obligations under this Agreement, shall be included in Basic Service.

8.16.2 Prolonged construction phase services not due in whole or in part to any failure of Architect to perform under this Agreement, and which exceed by less than 30 days the actual construction completion date defined in the Construction Contract, or which exceed by less than 20% of the expected construction duration in Appendix C, whichever is longer, shall be included in Basic Service.

9. Operation/Project Close-Out Phase

9.1 Operation/Project Close-Out: During the Operation/Project Close-Out Phase, Architect shall, when requested by District:

9.1.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.

9.1.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Architect shall have specified start-up and testing procedures in the contract documents.)

9.1.3 Provide assistance in connection with completion of punchlist work, including but not limited to, preparing the initial comprehensive punchlist and conducting no more than two follow up Site visits (with follow up punchlisting if necessary) in addition to other responsibilities under this contract.

9.1.4 Assist District in coordination of training District’s staff to operate and maintain equipment and systems as necessary.

9.1.5 Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

9.1.6 Together with District, visit the Project to observe any apparent defects in the completed construction, assist District and Commissioning Authority in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

9.1.7 Together with District and Program Manager, coordinate, prepare and submit all final required deliverables under Title 24 and any thing else required by DSA for its final Project approval.

9.1.8 Prepare electronic record set and two (2) sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to Architect.

9.1.9 Prepare electronic record set and two (2) sets of record prints showing those changes made during the construction process, based on the marked-up Technical Specifications and other data furnished by Contractor to Architect. Electronic data shall conform to District requirements for compatibility with District equipment and software.
10. Payments to Architect

10.1 Payments to Architect:
Payments to Architect shall be made according to Appendix B, "Payments to Architect".

11. Additional Services

11.1 Performance:
Services required to be performed by Architect upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance.

11.2 Compensation for Additional Services:
Architect shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.

11.3 Services:
The following services shall be considered Additional Services:

11.3.1 Making revisions in reports, drawings, or other documents, if:

11.3.1.1 Such revisions are not necessary because of a deficiency in Architect’s work, and

11.3.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Architect.

11.3.2 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Architect has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.

11.3.3 Required out-of-town travel beyond limits specified in Appendix B.

11.3.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Architect’s deficient performance.

11.3.5 Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.

11.3.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.

11.3.7 Preparation of applications and supporting documents for governmental grants and permits. [However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the Project is within Architect’s contract scope.]

11.3.8 Services to verify the accuracy of geotechnical information.

11.3.9 Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Architect’s performance.
11.3.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.

11.3.11 All work or services required as a result of any failure by Architect to perform its obligations under this Agreement shall be performed by Architect at no additional cost as part of Basic Services and shall not be deemed Additional Services.

11.3.12 Providing additional insurance coverage requested by District beyond that specified in the Agreement, except that no markup will be allowed. Architect shall promptly comply with such request.

11.3.13 Work or services required as a result of District-initiated change orders, but shall not including change orders caused or contributed to by Architect’s errors or omissions. Architect shall be paid for its work on contractor claims as Additional Services.

12. Periods of Service

12.1 Milestones:
Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones shall conform to Master Schedule.

12.2 Commencement of Services:
Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases of Service and Project Manager has provided Architect with written notice to commence the succeeding phase of Service, unless Program Manager, in its sole discretion, authorizes Architect to do so.

13. District’s Responsibilities

13.1 Program Manager:
District shall designate a Program Manager, who is authorized to act on District’s behalf with respect to this Agreement. District or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Architect’s services. District may delegate all or some of Program Manager’s role and function to a separate contractor or to a construction manager. District may change the individual acting as Program Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect.

13.2 Design Requirements:
District shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.

13.3 Property Information:
District shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.

13.4 Documents:
District shall make copies of available documents and drawings of existing conditions available to Architect. Architect may inspect all District’s surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Architect.

13.5 Surveys:
District shall provide engineering surveys to establish reference points for construction.

13.6 **Hazardous Materials:**
District shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.

13.7 **Permits and Approvals:**
Architect shall assist District in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Architect’s duty to secure all required design approvals from DSA).

13.8 **Site Access:**
District shall provide Architect reasonable access to the Site provided Architect complies with all security and safety requirements, and coordination requirements.

13.9 **Resident Inspector:**
District shall supply the Resident Inspector required by the Educations Code.

13.10 **Commissioning Authority:**
District shall supply the Commissioning Authority.

END OF APPENDIX A
APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated October 20, 2006, between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing professional services for Marin Community College District Campus-wide Measure C Update – Capital Improvement Programs, described in Appendix A.

1. Maximum Payment

Excluding Additional Services only, the Maximum Payment to Architect for Work performed under this Agreement shall not exceed progress on the Projects described in Appendix A “Services to be Performed by Architect”, their stated budgets, and the percentage allowances under Paragraph 2.2 below.

1.1 The parties shall pay Architect based on progress on each phase of the project. Total Compensation for these Projects under this agreement shall not exceed $2,015,500.

1.2 For purposes of this Appendix B, all work performed by Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect’s fees due under this Agreement. The Maximum Payment to Architect described above shall apply in all circumstances except Additional Services.

1.3 In calculating fee, a Project’s construction value shall include all District-initiated change orders, but shall not include change orders caused or contributed to by Architect’s errors or omissions. This measure shall constitute Architect’s full compensation for its work on change order related work (e.g., scope descriptions etc. per Appendix A Paragraph 8.6.2). Contractor claims (except those limited to the price of extra work, as opposed to entitlement recognition or extra work) shall not be considered in calculating fee and Architect shall be paid for its work on contractor claims as Additional Services under Appendix A (see Appendix A Paragraph 11.3.13).

1.4 In the event the District changes the scope of a Project referenced in Appendix A Paragraph 1.1, either increasing its size or decreasing its size, then the parties shall calculate fee based upon the revised construction value. If the District changes the scope of the Project after Architect has commenced work on a Project, then the parties shall agree upon an equitable adjustment limited by the original fee for that Project, Architect’s incurred costs and progress under Paragraph 2.3 below, and the revised scope of work and revised fee remaining.

1.5 For Projects where the work anticipated involves new construction and renovation construction, let under a single construction contract, thus implicating two fee schedules, the fee applicable to new construction shall apply to the new construction. For the renovation construction, the fee applicable to renovation construction shall apply as if a separate Project.

2. Methods of Payment for Services and Expenses of Architect

2.1 For Basic Services on the Project: The District shall pay Consultant for basic services rendered under Appendix A a sum not exceeding the amount allocated to the Project in Paragraph 1 above, and, for the phases listed in Paragraph 2.3 below, a sum not exceeding the amount so allocated to that phase and for each project listed thereunder. Within each contract phase listed in Paragraph 2.2 below, Consultant shall be paid according to its percentage completion of each phase at each project.
2.2 Maximum Compensation to Consultant by Phase.

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2.3 For Additional Services: The District shall pay Architect for “Additional Services” rendered under Appendix A as follows:

2.3.1 General: For Additional Services of Architect’s principals and professional and technical staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at District’s option, at Architect’s Standard Billing Rates.

2.3.2 Subconsultants: For Additional Services of Subconsultants employed by Architect to render Additional Services the amount billed to Architect therefore times a factor of 1.10.

2.3.3 Hourly Basis: For Additional Services on an hourly basis, Architect agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the District.

2.3.4 Reimbursable Expenses: Except as set forth in Paragraph 2.3.5, the District shall pay Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services and such expenses shall be part of the lump sum fee.

2.3.5 Other Expenses: District shall reimburse 100% fees paid to government agencies on behalf of the District.

3. Times of Payments

3.1 Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services and additional services as specified in Paragraph 2.2.

3.2 Architect shall submit monthly statements for Basic and Additional Services rendered and for fee paid to government agencies on behalf of the District. The statements will be based on Architect’s estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The District shall promptly review Architect’s monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Submission of Invoices

4.1 All invoices to be submitted on the form provided by the District with all elements completed. The requisition number, purchase order number, District project number, Architect’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:
Geraldine Bracken
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

By overnight and express delivery services:
Geraldine Bracken
Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

5. Definitions

5.1 The “Billing Rates” for purposes of this Appendix B apply to all Architects’ professional personnel (Architect’s and drafters) engaged directly on the Project. Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, the Billing Rates are Architect’s regular San Francisco Bay Area public entity billing rates during the applicable time.

5.2 “Reimbursable Expenses” mean actual expenses incurred by Architect or Architect’s independent professional associates or consultants, directly or indirectly in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by the District, overtime work requiring higher than regular rates.

5.2.1 Reimbursable Expenses shall not include Local Travel.

5.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Architect.

5.3 “Local Travel” means travel between Architect’s offices and Marin County, and travel to any location within a fifty-mile radius of either Architect’s office and Marin County.

END OF APPENDIX B
APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 16, 2007, between the Marin Community College District (the “District”), and Kwan Hemni Architecture Planning, Inc. (“Architect”) providing for professional services.

The following table includes a list of activities to be performed by Architect, District and other parties with regard to Services under this Agreement, for which specific time deadlines for performance are set:

<table>
<thead>
<tr>
<th>PROJECT ACTIVITY</th>
<th>PARTY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENCEMENT</td>
<td>KH</td>
<td>5/24/2006</td>
</tr>
<tr>
<td>PROGRAMMING PHASE (limited to validation only)</td>
<td>KH</td>
<td>09/8/2006</td>
</tr>
<tr>
<td>SCHEMATIC DESIGN PHASE—end</td>
<td>KH</td>
<td>11/14/2006</td>
</tr>
<tr>
<td>DESIGN DEVELOPMENT PHASE—end</td>
<td>KH</td>
<td>01/8/2007</td>
</tr>
<tr>
<td>CONSTRUCTION DOCUMENT PHASE—end</td>
<td>KH</td>
<td>10/1/2007</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>KH</td>
<td>03/5/2007</td>
</tr>
<tr>
<td>DSA Submittal (95% CD's)</td>
<td>KH</td>
<td>05/1/2007</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>KH</td>
<td>10/1/2007</td>
</tr>
<tr>
<td>OPERATION/PROJECT CLOSE-OUT PHASE—12 months</td>
<td>COM</td>
<td>5/16/2009-4/16/2010</td>
</tr>
</tbody>
</table>

END OF APPENDIX C
APPENDIX D
DELIVERABLES

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 16, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing for professional services.

Architect’s deliverables under the Agreement are as follows:

1. **DSA Coordination Deliverables** The deliverables required for the Division of the State Architect (“DSA”) shall be coordinated as defined in Paragraph 2 of Appendix A, and include without limitation the following:
   
   1.1 Report on time required for review and approval of project plans and specifications (for inclusion in project master schedule).
   
   1.2 Report on suggested methods of DSA pre-approval of change orders.
   
   1.3 Report on all deferred approval items for which contractor must submit early its shop drawings, product samples and other submittals, necessary for DSA review and approval in time to not impact construction progress.
   
   1.4 Recommendations on selection of Project Inspector, approval of proposed Project Inspector, and submit required application for approval to DSA.
   
   1.5 Recommendations on choice of testing agency suitable for the contract.
   
   1.6 Meeting Minutes for all meetings lead or chaired by Architect.

2. **Not Used.**

3. **Programming Phase** The deliverables required by the Programming Phase are defined in Paragraph 3 of Appendix A and include without limitation the following:

   3.1 Space schematics/flow diagrams.
   
   3.2 Existing facility survey information.
   
   3.3 Estimate of Bid-Day Construction Cost.
   
   3.4 Meeting Minutes for all meetings lead or chaired by Architect.

4. **Schematic Design Phase** The deliverables required by the Schematic Design Phase are defined in Paragraph 4 of Appendix A and include without limitation the following:

   4.1 Written recommendations on required additional information and data.
   
   4.2 Preliminary estimates of bid-day construction costs, times of completion, and alternatives.
   
   4.3 Schematic layouts, sketches and conceptual design criteria, with supporting reports and exhibits.
   
   4.4 Opinion of probable bid-day construction costs.
   
   4.5 Revised opinion of probable Bid-Day Construction Costs.

Rev. 1_20050802  Professional Services Agreement (Arch) Appendix D
4.6 Work phasing recommendations.
4.7 Information and diagrams for required meetings.
4.8 Meeting Minutes for all meetings lead or chaired by Architect.

5. **Design Development Phase** The deliverables required by the Design Development Phase are defined in Paragraph 5 of Appendix A and include without limitation the following:

5.3 Reports on whether further data, information or permits or reports are needed.
5.4 Revised opinion of probable Bid-Day Construction Costs.
5.5 Written design criteria for with Basis of Design (BOD) for structural, mechanical and electrical systems
5.6 Comparative cost studies for major building systems (for Life Cycle Alternates Workshop).
5.7 Information and diagrams for required meetings.
5.8 Technical criteria, written descriptions and design data as needed for permits and approvals.
5.9 Comprehensive update on estimates on probable Bid-Day Construction Costs and times of completion.

5.10 Required disclosures regarding the final design.

5.11 Meeting Minutes for all meetings lead or chaired by Architect.

5.12 Written certification.

6. **Construction Document Phase** The deliverables required by the Construction Document Phase are defined in Paragraph 6 of Appendix A and include without limitation the following:

6.3 Reports on whether further data, information or permits or reports are needed.
6.4 Revised opinion of probable Bid-Day Construction Costs.
6.5 Design calculations for structural, mechanical and electrical systems bound as appropriate for efficient reviews.
6.6 A list of equipment and systems to be commissioned.
6.7 Comparative cost studies for major building systems (for Life Cycle Alternates Workshop).
6.8 Information and diagrams for required meetings.
6.9 Technical criteria, written descriptions and design data as needed for permits and approvals.
6.10 Comprehensive update on estimates on probable Bid-Day Construction Costs and times of completion.
6.11 Preparation of supplementary conditions to the Construction Contract and additional building requirements.
6.12 Required disclosures regarding the final design.
6.13 Meeting Minutes for all meetings lead or chaired by Architect.

6.14 Written certification.

7. Bidding Phase The deliverables required by the Bidding Phase are defined in Paragraph 7 of Appendix A and include without limitation the following:

7.1 Written addenda (where necessary).

7.2 Written determinations regarding proposed substitutes.

7.3 Notice of Contract to DSA.

7.4 Notice of cost impacts resulting from issuance of addenda.

8. Construction Phase The deliverables required by the Construction Phase are defined in Paragraph 8 of Appendix A and include without limitation the following:

8.1 Necessary notices, communications, interpretations, clarifications, as required by and in the format required by Paragraph 8 of Appendix A, including without limitation:

  8.1.1 Verified Reports of Consultant, Inspector, and Contractor (on the first day of each quarter) and at conclusion of project or Consultant’s services.

  8.1.2 Notice of start of construction to DSA.

8.2 Certificates of Substantial Completion and Final Completion.

8.3 Punchlists

9. Operation/Project Close-Out Phase. The deliverables required by the Operation/Close Out Phase are defined in Paragraph 9 of Appendix A and include without limitation the following:

9.1 Electronic record set and two (2) sets of reproducible record prints of drawings showing changes made during construction.

9.2 Electronic record set and two (2) sets of prints of Technical Specifications showing changes made during construction.

9.3 Completion of all necessary documentation to close out project with DSA.

END OF APPENDIX D
APPENDIX E

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated January 16, 2007 between the Marin Community College District (the "District"), and Kwan Henmi Architecture/Planning, Inc. ("Architect") providing for professional services.

1. Architect’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Architect shall furnish to District Certificates of Insurance showing satisfactory proof that Architect 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 Architect for which Architect may be legally liable, whether performed by Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Architect 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 million annual general aggregate per project and $1 million each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1 million 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. Architect’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Architect 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 $1 million each claim and $ 2 million aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement. Architect agrees to maintain these coverage limits for 5 years after completion of services if such coverage is commercially available at reasonable rates.
2. Insurance terms and conditions:

2.1 Additional Insureds:

2.1.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Engineer’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Architects, 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 Architect’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 Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

2.4 Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Architect fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Architect 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: 
Geraldine Bracken
Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3142
fax: 415-721-7039

Original by mail to:
Geraldine Bracken
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX E
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:        Board of Trustees  
From:      Superintendent/President  
Subject:   District Financial and Measure C Bond Program Audits for 2005/06

Date:      January 16, 2007  
Item & File No.  C.12.C

Reason for Board Consideration:  ACCEPTANCE

Enclosure(s):

BACKGROUND:

The audits of the District’s financial position and the Measure C Bond Program for 2005/06 were performed by the firm of Perry-Smith, LLP.

Fiscal year 2005/06 is the fourth year the District has complied with the financial statement presentation format as described in Governmental Accounting Standards Board (GASB) statement No. 34/35 which aggregates operations institution-wide rather than the historic reporting by fund. The District Financial Audit is the standard audit, required and performed on an annual basis. The special audit and report on the Measure C Bond Program is also included as required by Proposition 39.

The partner-in-charge of the audits for the District, Ms. Tina Treis, or another representative of Perry-Smith, LLP will present the findings of the audits and be available for discussion and questions.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees acknowledge receipt of the independent auditor’s reports on the financial statements of the Marin Community College District and the Measure C Bond Program for Fiscal Year 2005/06.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: January 16, 2007
Item & File No. C.12.D
Subject: Reject Claim – Pamela Mize-Kurzman
Reason for Board Consideration: APPROVAL
Enclosure(s):

BACKGROUND:

The District has received a Tort Claim for Damages on behalf of Pamela Mize-Kurzman for alleged breach of written contract, breach of the covenant of good faith and fair dealing, violation of labor code, retaliation for the exercise of protected activities, wrongful demotion and discipline, defamation, negligent infliction of emotional distress, and intentional infliction of emotional distress.

The District’s third party insurance administrator, Keenan & Associates, has recommended that the District reject the timely portions of the claim. Keenan and Associates also recommends that the District return the untimely portions of the claim as late.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees reject the timely portions of the claim and return the untimely portions of the claim as late.

Administrator Initiating Item
December 21, 2006

Albert J. Harrison II, Vice President, College Operations
**BACKGROUND:**

At the March 21, 2006 Board meeting, the Board of Trustees approved an agreement with SunGard SCT for $4,373,414 to purchase and implement an ERP system for the College. Planning meetings and training for the system implementation are currently underway. In addition to the programs already in process, the college wishes to purchase data tracking system, which will assist the College planning efforts.

Under the direction of the Organizational Development and Planning Department, College staff reviewed several planning products and recommend purchasing TracDat, from SunGard SCT. This program will allow the college to meet the WASC recommendations related to institutional planning. Additionally, purchase of this program from SunGard SCT will contribute to the College developing software systems that are fully integrated, providing greater ability to collect and manage data, evaluate student learning outcomes, review programs, and share information on-line.

Purchase of the software license and services agreements amounts to a total of $110,856 with funding provided by Measure C as part of the technology budget.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees authorize the amendment of the SunGard SCT software license and services agreement and the SunGard SCT maintenance agreement to include the purchase, installation and implementation of the TracDat Software system as detailed above.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
BACKGROUND:

On October 10, 2006 the Board approved a preliminary bond spending plan for the Measure C capital improvement program in order to allow the District to begin work on the Environmental Impact Report. A revised bond spending plan was presented in a workshop session earlier today. Approval of that plan (attached) is requested at this time so that design of the previously approved projects may continue in compliance with current Board directives.

Final approval of the bond spending plan will be requested upon completion of the Final Environmental Impact Report in late 2007.

FISCAL IMPACT:

None; 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 revised bond spending plan so that design of the previously approved projects may continue in compliance with current Board directives.
### Program Budgets

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved by BOT 10/06</th>
<th>Proposed Adjustment*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program costs (6% of total program)</td>
<td>$12,000,000</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>ERP (technology program)</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Reserves (11% of total program)</td>
<td>$17,800,000</td>
<td>$29,700,000</td>
</tr>
</tbody>
</table>

### Project Budgets

1. IVC Main Complex                                | $21,400,000           | $25,300,000          |
2. IVC Transportation Complex (incl. machine metals) | $7,400,000            | $13,000,000          |
3. IVC infrastructure (incl. current projects)     | $12,300,000           | $8,000,000           |
   - IVC Bridge and site work
   - IVC Power Plant
4. KTD Science/Math/CP Complex                     | $42,800,000           | $87,900,000          |
5. KTD Arts Complex - PA Building modernization    | $10,700,000           | $19,300,000          |
6. KTD Arts Complex - Fine Arts Building           | $18,300,000           | $21,500,000          |
7. KTD PE Complex modernization                    | $21,700,000           | $26,400,000          |
8. KTD infrastructure (incl. current projects)     | $21,000,000           | $4,000,000           |
   - KTD West Campus Bridge
9. Both Campuses: Swing Space (infrastructure)     |                       | $4,400,000           |

### Deferred Projects

- KTD Fusselman Hall                                | $5,300,000            | $-                    |
- KTD Gateway Complex (Admin, Humanities, CC)       | $50,600,000           | $-                    |
- KTD LRC Modernization                             | $13,200,000           | $-                    |

**Total**                                           | $264,500,000          | $264,500,000          |

*All building budgets include re-distribution of (1) infrastructure budgets to projects; (2) project mechanical budgets to Central Plant; and (3) allowance for 50% renewable energy.*
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 16, 2007</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.13.A</td>
</tr>
<tr>
<td>Subject:</td>
<td>Contracts and Agreement for Services Report—December 2006</td>
<td></td>
<td></td>
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</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>S60032</td>
<td>Perfect Timing, Inc</td>
<td>Student Development</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for, Solange Echeverria, assistant/staff for Student Development and Special Services.</td>
<td></td>
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<tr>
<td>S60036</td>
<td>Professional Personnel Leasing</td>
<td>General Administration</td>
<td>$12,375.00</td>
</tr>
<tr>
<td></td>
<td>Lensing services of, Josue Hoyos, Interim Dean of Student Development and Special Services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103794</td>
<td>David Paul Morris</td>
<td>Marketing</td>
<td>$1,711.00</td>
</tr>
<tr>
<td></td>
<td>Provide professional photography services for various College photos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103806</td>
<td>Accountemps</td>
<td>Fiscal Services</td>
<td>$11,000.00</td>
</tr>
<tr>
<td></td>
<td>To provide temporary accountant services for the restricted funds accounts.</td>
<td></td>
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<tr>
<td>P103823</td>
<td>High Voltage Systems</td>
<td>Maintenance</td>
<td>$4,988.00</td>
</tr>
<tr>
<td></td>
<td>High Voltage maintenance for substations, manholes &amp; splices at Kentfield.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103824</td>
<td>Roy C. Phares Enterprises</td>
<td>Maintenance</td>
<td>$4,995.00</td>
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<td>High Voltage maintenance for substations, manholes &amp; splices at Kentfield.</td>
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<td>P103833</td>
<td>Perfect Timing, Inc</td>
<td>Student Development</td>
<td>$2,536.00</td>
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<td>Temporary services for Solange Echeverria, assistant/staff for Student Development and Special Services.</td>
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<tr>
<td>P103835</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$1,500.00</td>
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<tr>
<td></td>
<td>Repair Learning Center elevator door fire department damaged, when they were getting trapped student out.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103837</td>
<td>Minisoft, Inc</td>
<td>Information Systems</td>
<td>$1,200.00</td>
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<tr>
<td></td>
<td>Annual ODBC website enabler annual support contract.</td>
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<td></td>
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<tr>
<td>P103861</td>
<td>Postmaster-Northbay</td>
<td>Community Education</td>
<td>$9,000.00</td>
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<tr>
<td></td>
<td>Delivery services for of CES Winter 2007 class schedule.</td>
<td></td>
<td></td>
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<tr>
<td>P103866</td>
<td>Job Elephant.com, Inc.</td>
<td>Human Resources</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td>Personnel recruitment advertising services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103869</td>
<td>Marin County Tax Collector</td>
<td>Police</td>
<td>$1,024.00</td>
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<tr>
<td></td>
<td>Hazardous material Permit for Kentfield, HazMat Business Plan, HazMat Generator Fee and State Surcharge.</td>
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<tr>
<td>P103871</td>
<td>Reliable Distribution, Inc.</td>
<td>Marketing</td>
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<td></td>
<td>Distribution services for the Spring 2007 College Schedules.</td>
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<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
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<td>P103875</td>
<td>AB Dick Multigraphics</td>
<td>Reprographics/Mail</td>
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<td></td>
<td>Maintenance/Service contract for printing press.</td>
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<td>P103876</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$9,950.00</td>
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<td></td>
<td>Legal services provided in November 2006.</td>
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<tr>
<td>P103877</td>
<td>Student Insurance</td>
<td>District Wide</td>
<td>$3,600.00</td>
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<tr>
<td></td>
<td>To provide international student mandatory health insurance- rec’d payment from students.</td>
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<td></td>
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<tr>
<td>P103881</td>
<td>Campus International Student Recruitment</td>
<td>Admissions Records</td>
<td>$1,558.00</td>
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<tr>
<td></td>
<td>To provide international student recruitment services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103882</td>
<td>Casey Printing</td>
<td>Marketing</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for the IVC class flyer, Spring 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103906</td>
<td>Accrediting Commission for Community &amp; Junior Colleges</td>
<td>District Wide</td>
<td>$1,142.00</td>
</tr>
<tr>
<td></td>
<td>Accreditation team services for November 13, 2006 visit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103916</td>
<td>A Sunn Acoustics</td>
<td>Maintenance</td>
<td>$4,890.00</td>
</tr>
<tr>
<td></td>
<td>To clean, spray, and coat ceiling in AC40 and hall.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103923</td>
<td>Marin Independent Journal</td>
<td>Public Information</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for enrollment.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P103867</td>
<td>Community College League Of California</td>
<td>Library</td>
<td>$19,529.46</td>
</tr>
<tr>
<td></td>
<td>To provide library online database fall subscriptions for student scholarly research on and off campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103894</td>
<td>Aldata</td>
<td>Career Education</td>
<td>$1,616.00</td>
</tr>
<tr>
<td></td>
<td>Updating services/maintenance for Auto Tech's online database.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103900</td>
<td>W K Mcelllan Company</td>
<td>Maintenance</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Pavement repair services at the IVC Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103902</td>
<td>Tennant Company</td>
<td>Maintenance</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Provide maintenance service on parking lot sweeper.</td>
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<td></td>
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</tbody>
</table>

**Measure C**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>P103842</td>
<td>Pacific Sun</td>
<td>Measure C</td>
<td>$2,409.00</td>
</tr>
<tr>
<td></td>
<td>Advertisements placed on 11/24, 12/1 &amp; 12/8/06 for Community Forums held 12/13/06 at KTD Campus &amp; 12/14/06 at IVC Campus.</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>
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</tr>
<tr>
<td>P103843</td>
<td>Novato Advance</td>
<td>Measure C</td>
<td>$1,305.00</td>
</tr>
<tr>
<td></td>
<td>Advertisements placed 11/22, 11/29 &amp; 12/06/06 for Community Forums held at KTD Campus 12/13/06 and IVC Campus on 12/14/06.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P103909</td>
<td>Marin Scope</td>
<td>Measure C</td>
<td>$1,390.00</td>
</tr>
<tr>
<td></td>
<td>Advertisements services to run on 12/5/06 and 12/12/06 (at reduced rate) for Community Forums held 12/13/06 KTD campus and 12/14/06 IVC Campus.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Marin Community College District
Measure C Bond Program

Contracts for Designated Approval
January 16, 2007

C.13.B

The following contracts, amendments and change orders do not exceed the limits requiring formal Board approval, are all routine, and have accordingly been executed by the District for the Measure C bond program.

For Information

1. Professional Services Contracts
   a. New Short Form Contracts - none
   b. Full Contracts / Ratifications - none
   c. Amendments
      1. #1 Kleinfelder, Inc. Storm Drain Repairs Project #401A & Ignacio Creek Erosion Mitigation Project #419 (5,000)

2. Construction Contracts
   a. Bid Awards - none
   b. New Contracts
      1. Crossroads Relocation Services, Inc. (12/1/06 through 6/30/07 / $5,000)
      2. Al Heffley, Inc. (12/7/06 through 1/31/07 / $3,533)
   c. Ratifications - none
   d. Change Orders - none
   e. Notices of Completion – none

Approval Limits:

- **Formal (contract documents presented to the BOT)**
  - Goods > $65,100 (pending Board approval)
  - Construction / Change Orders > $15,000
  - Professional Amendments > $50,000

- **Designated (contract documents referenced to the BOT)**
  - Goods < $65,100 (pending Board approval)
  - Construction / Change Orders < $15,000
  - Professional Amendments < $50,000

Board of Trustees Meeting
January 16, 2007
Marin Community College District
Measure C Bond Modernization Program

2004 Facilities Condition Assessment
Executive Summary

C.13.C

Introduction

In preparation for development of the Measure C Bond in 2004, a team of several
3D/International architects and engineers performed an Existing Facility Assessment of the
Marin Community College District’s facilities at both campuses. The assessment was based on
visual observations and discussions with facility occupants and maintenance staff. Results of the
assessment indicated that the District’s buildings are in poor condition, with an average Facility
Condition Index (FCI) exceeding 36% (any FCI exceeding 10% is considered poor).

Following passage of the Measure C Bond in November 2004, an expanded team of architects
and engineers, led by Swinerton Management & Consulting (Program Manager) and Steinberg
Architects (District Architect) conducted a more comprehensive assessment to further document
current conditions, assess potential life safety issues, and make recommendations to bring the
campus up to current standards and codes. The results of the assessment, along with community
and constituent discussions at forums and charettes, were used to guide the District’s selection of
projects for the bond program, and will be used by project-specific architects to determine the
appropriate scopes for buildings to be modernized.

Process

The team assessed site, environmental, and building systems, as follows:

1. Site systems: drainage, hydrology, sewer, water distribution, fire protection, electrical and
gas distribution, energy management, information technology, security and fire alarm

2. Landscape / environmental: historic landscape, visual and aesthetic quality, campus
perimeters, places for people, circulation, furnishings, irrigation, noise, archaeological and
historic resources, biological and wetland resources, traffic

3. Building systems: roofs, structure, finishes, mechanical, electrical, plumbing, hazardous
materials, geotechnical (pavements, geologic hazards), related site systems and landscaping

Individual buildings were assessed at Kentfield, while the Indian Valley campus buildings were
assessed by cluster, given their identical age and structural components.

The results of this expanded facilities condition assessment are documented in Volume 2 of the
comprehensive Bond Program plan, which includes

- Volume 1 Goals, Principles and Guidelines
- Volume 2 Existing Facilities Assessment
- Volume 3 Master Programming Data
Marin Community College District
Measure C Bond Modernization Program

- Volume 4 District Standards

Volume 2 includes an introduction, assessments for each site and each building/cluster, and appendices with selected individual engineering reports.

Results

A summary of the assessment is charted in the attached matrices. While the Kentfield FCI was not revised, Indian Valley’s FCI increased (indicating that the buildings are in worse condition than was originally measured).

The matrices list results in nine categories and 23 subcategories, as follows:

1. Architectural
   a. Maintenance condition
   b. Fire/life safety
   c. Access
   d. Roof condition
2. Structural
   a. Life safe / seismic evaluation
3. Mechanical
   a. HVAC dry side
   b. HVAC wet side
4. Electrical
   a. Lighting
   b. Power
   c. Fire alarm
5. Plumbing
   a. Plumbing
   b. Fire sprinkler
6. IT
   a. Voice system
   b. Data network
7. Landscape
   a. People-friendly spaces
   b. Visual aesthetics
   c. Circulation
   d. Planting condition
8. Geological
   a. Soil liquefaction resistance
   b. In flood zone
9. Environmental
   a. Significant historic quality
   b. Low incidence of hazardous materials
   c. In noise sensitive area

Systems that are external to the buildings – landscaping and geological – are generally in good to excellent condition. Roofs that have been recently repaired are also in good condition. All other systems are ranked fair to poor, with mechanical, electrical, and plumbing systems in the worst condition.

The Kentfield Administration Center is the worst in the District, with an FCI of more than 100%. The best components of this building are roof condition, visual aesthetics, planting, and geology. The best buildings in the District are the Disabled Students facility and Harlan Center at Kentfield. However, even these buildings are in poor condition, with only external factors listed better than fair.

The base assessments indicated that the LRC and old Science Center may not be “life safe” and recommended further study. The structural consultant performed a Tier Three study of the structures, which confirmed the initial findings. The LRC requires added vertical columns and shear to support excessive cantilevered loads in limited locations. The Science Center’s set of
circumstances and optimum solutions are more complicated and costly, resulting in a marginally improved structure.

At Indian Valley, the site’s overall geology is excellent, along with a low incidence of hazardous materials everywhere except the Pomo Cluster. Roofs are in poor condition except on the Administration Cluster, and other systems are all in poor or very poor condition.