BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MAY 15, 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 Josué Hoyos at 485-9619. 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 – 2:30 to 4:30 p.m., Ohlone 106, IVC

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

2. Housing at IVC (2:30 to 2:45)
   (Evelyn Swenson)

3. Presentation of Final Design Elements for PE Complex (2:45 to 3:30)
   (Kwan Henni)

4. Presentation of Design Concept for PE Photovoltaics (3:30 to 4:15)
   (Alfa Tech)

B. Closed Session – 4:30 p.m. in AS 101, IVC

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)
Agency Negotiator: Larry Frierson

(b) Significant exposure to litigation pursuant to subdivisions (b) of Government Code Section 54956.9:
CONFERENCES WITH LEGAL COUNSEL-Potential & Existing Litigation
Two cases - Rollison vs. MCCD
Facilities Architects - Anshen & Allen

(c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/Separation (Government Code Section 54957)

(d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GOALS
(Government Code Section 54957)
Title: Superintendent/President

REGULAR MEETING AGENDA
Ohlone 106, Indian Valley Campus – 6:30 p.m.

C. Reconvene to Regular Meeting

1. Call to Order (1 minute)

2. Approval of Minutes (2 minutes)
   - Minutes of April 17, 2007 Board Meeting
   - Minutes of April 30, 2007 Special Board Meeting
   - Minutes of May 1, 2007 Joint Meeting of College of Marin and College of Marin Foundation Boards
   - Minutes of May 7, 2007 Special Board Meeting
   - Report of Closed Session for May 15, 2007

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
      1) Resolution in Support of Classified School Employees Week
      2) Resolution in Recognition of Kelea Sandfort’s Service as Student Trustee
      3) Resolution in Support of the Ross Valley Flood Protection and Watershed Program and the Proposed Drainage System Fee for the Ross Valley – Flood Zone Nine
   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) Basic Skills Initiative (Anita Martinez/Susan Andrien)
(2) COMet Update (Al Harrison)
(3) Modernization Update (V-Anne Chernock)
(4) Enrollment Update (Anita Martinez)

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Associations Report (5 minutes)
9. Board Study Session
   a. Response to Grand Jury Report

10. Items for Possible Future Board Action (5 minutes)
    a. Reserve Policies (June 12)
    a.Unfunded Liability Options (June 12)
    b. Budget Presentation & Review of Tentative Budget (June 12)
    c. Approve Tentative Budget (June 26)

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:

   June 12    Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
              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:

   Annual Art Sale for IVC Children’s Center – May 15, 5:30 to 7:30 p.m., Internet Café, IVC

   2007 COM Retiree Recognition Celebration – May 16, 4:00 to 6:00 p.m., Marin
Art & Garden Center, 30 Sir Francis Drake Blvd., Ross

Marin Simulation Center Opening – May 17, 2007, 1:00 to 2:30 p.m., POMO 188, IVC

COM Foundation Scholarship Awards Ceremony – May 18, 5:00 to 7:00 p.m., Kentfield Cafeteria

Emeritus Annual Spring Meeting/Party – May 19, 2:00 to 4:00 p.m., Kentfield Cafeteria

Picnic in the Grove – May 24, 12:00 to 1:30 p.m., Redwood Grove, Kentfield

Pinning Ceremony for RN Program – May 24, 6:00 to 7:00 p.m., Fine Arts Theater, Kentfield

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

Golden Bell Awards – May 30, 5:00 p.m., Embassy Suites, 101 McInnis Parkway, San Rafael

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Resignation/Separation of Classified Personnel

   1. Resignation/Retirement of Academic Personnel

D. Short-Term Hourly Positions

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

F. Warrant Approval for Month of April 2007

G. 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 (Short Form Contract) - none
      e. Amendments (Long Form Contract) - none

   2. Construction Contracts
      a. Bid Awards - none
      b. New Contracts - none
      c. Ratifications – none
      d. Change Orders - none
e. Notices of Completion – none

H. Authorization to Initiate Projects (Measure C)
   1. Authorization to Bid - none

I. Miscellaneous (Measure C)
   1. Authorization for Procurement
      Larkspur Annex Used Restroom Building - Project #321B
      Mobile Modular Management Corporation

12. Other Action Items (10 minutes)

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

A. Approve Food Service Agreement with Maki Enterprises, Inc., DBA: Campus Bistro

B. Approve Agreements with Perry-Smith LLP for 2006/07 Audit Services

C. Approve Resolution of the Governing Body of the Marin Community College District Proposing an Election Be Held in its Jurisdiction; Requesting the Board of Supervisors to Consolidate with any Other Election Conducted on Said Date; and Requesting Election Services by the Registrar of Voters

D. Modernization (Measure C) Contracts
   1. Professional Services Contracts
      a. New Short Form Contracts
         Portable Classroom Pick Up and Delivery to COM
         Professional Services Contract – Ray’s Mobile Modular Service
      b. New Long Form Contracts – none
      c. Full Contracts/Ratifications – none
      d. Amendments (Short Form Contract) – none
      e. Amendments (Long Form Contract)
         i. Indian Valley & Kentfield Campus Site Work Projects
            Design Services
            CSW/Stuber-Stroeh Engineering Group – Amendment #7
         ii. Chiller Replacement at Kentfield and Information Technology (IT) Standards
            Alfa Tech Cambridge Group, Inc. - Amendment #9
         iii. Transportation Technology Complex, POMO 4 - Project #402B
              and Greenhouse Relocation Project #850C
              Additional Design Services
              HKIT – Amendment #2
         iv. Construction Phasing Plans
              Royston, Hanamoto, Alley & Abey (RHAA) – Amendment #3

2. Construction Contracts
   a. Bid Awards – none
   b. New Contracts
i. PE Conduit Crossing Project # 308E
   Contract Approval
   D & D Pipelines, Inc.
c. Full Contracts/Ratifications - none
d. Change Orders – none
e. Notices of Completion – none

3. Authorization to Initiate Projects
   a. Authorization to Bid – none

4. Miscellaneous (Measure C)
   a. Approve Termination of Anshen & Allen Short Form Contract
      and Authorize Negotiations with ED2 International Architects/
      Planners
      Science/Math/Central Plant Complex Project #305A

E. Public Hearing on MCCD/SEIU 1021 Collective Bargaining Agreement

F. Approve Academic Calendar 2007-2008

13. Information Items (5 minutes)

A. Contracts and Agreement for Services Report – April 2007

B. Third Quarter Financial Status Report and CCFS-311Q for 2006/07

C. Program Definition Document

D. Bond Program Information Items
   2. Revised Bond Spending Plan - April 2007
   3. Commissioning Language in Long Form Contracts

E. Long Form Contract Corrections
   1. Kwan Henmi Architecture/Planning
   2. Marcy Wong and Donn Logan Architects

F. Contracts for Designated Approval

14. Correspondence
    Correspondence in Board Packets

15. Board Meeting Evaluation (5 minutes)

16. Adjournment
A. Closed Session

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

Board President Treanor called the meeting of the Board of Trustees of the Marin Community College District to order in the SS A&B Conference Rooms on the Kentfield campus at 4:40 p.m. All publicly elected Trustees (Brockbank, Dolan, Hayashino, Kranenburg, Long, Moore, and Treanor) were present. Dr. Frances White, Al Harrison, Linda Beam, and Larry Frierson were also in attendance.

M/s (Brockbank/Hayashino) to approve the agenda as presented. The motion passed unanimously (7-0).

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

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

B. Reconvene to Regular Meeting

1. Reconvene in Open Session

The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:50 p.m. in the Staff Lounge in the Deedy Student Services Building at the Kentfield campus by Board President Treanor. She announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present, including Student Trustee Sandfort.

2. Approval of Minutes and Report of Closed Session

M/s (Hayashino/Brockbank) to approve the minutes of the March 13, 2007 Board meeting. The motion passed unanimously (7-0).

M/s (Brockbank/Hayashino) to approve the minutes of the March 27, 2007 Board meeting. The motion passed by a vote of 6-0-1, with an abstention by Trustee Dolan, who was not present at the March 27 meeting.
Trustee Long made a request to clarify portions of the March 27, 2007 minutes. President White stated that we would review the tapes and bring back a correction if needed. Board President Treanor stated that since the minutes had already been approved, a clarification of what Trustee Long said at the March 27 meeting would need to be an amendment at a subsequent meeting.

Board President Treanor stated that the Board would reconvene in closed session following the regular meeting and that the Clerk would report out the April 17 closed session at the next regular Board meeting.

3. **Citizens’ Requests to Address the Board on Non-Agenda Items**
   Bill Scott, representing Marin Building Trades, reported that the Careers and Construction class he has been working on has been put together with help from Nanda Schorske. He announced that he would not be able to attend the May 15 Board Study Session on Project Labor Agreements (PLA’s) and stated that he would like to have his representative, Sandra Benson, speak in favor of PLA’s in his place.

4. **Board Reports and/or Requests**
   a. **Commendation Resolutions and Other Resolutions**
      None

   b. **Legislative Report.**
      Trustee Treanor distributed copies of a letter asking the Board to support Equity California legislation. Trustee Brockbank mentioned that in good budget years, the May Revise budget is usually better news compared to January, but he thinks this may be a bad year.

   c. **Committee Chair Reports**
      Trustee Long reported that she attended a meeting of the Educational Task Force (ETF) in March and that the group is seeking opportunities to further articulation. The Task Force has had less participation from faculty and staff than it would like and is encouraging English and mathematics faculty and staff to coordinate professional development training with the ETF.

      Board President Treanor asked the President’s Evaluation Committee (Trustees Hayashino and Brockbank) and the President’s Compensation Committee (Trustees Brockbank and Kranenburg) to commence their work.

      Trustee Kranenburg asked staff, given what happened at Virginia Tech, to update the Board on security procedures in place at the college. He also commended staff for their wonderful work on the new COM summer schedule.

   d. **Individual Reports and/or Requests**
      Board President Treanor announced that the Board must respond to the Grand Jury Report within 90 days and facilitated a discussion of how to address specific issues in the report and prepare the required response. After considerable discussion, the Board agreed to work in teams of two on the findings as follows:
      IVC Partnerships and Enrollment – Trustees Moore and Brockbank
      Reserves and Basic Aid – Trustees Kranenburg and Long
Facilities and Modernization – Trustees Treanor and Dolan
Accreditation – Trustees Brockbank and Hayashino
Board Oversight, Priorities and Goals – Trustees Long and Kranenburg
Trustees are to bring their comments on the Grand Jury Report to a Board
Study Session on May 15. The Board will need to finalize its response by the
June 12 Board meeting (or the June 26 Board meeting at the latest).

e. CEO Report to Board on WASC Compliance
President White reported that four of the five recommendations from the
Accreditation Team have been completed and that the last one remaining is
integration of program review assessment into college planning.

5. Chief Executive Officer’s Report
Dr. White called the Board’s attention to her written report in their packets.
She reported that she had just returned from the American Association of Community
Colleges convention in Florida where she particularly enjoyed hearing astronaut Eileen
Collins speak. She then introduced Mauricio Torres-Benevides, Outreach Coordinator,
who in turn introduced Barbara Goodman, Health Planner/Evaluator for the Marin
County Department of Health & Human Services, who described the successful Peer
Summit event for 7th and 8th graders held on the COM campus last November. She
reported that this year’s Peer Summit is scheduled for November 2 at COM. She
expressed gratitude to COM staff for hosting the event and stated that she hopes this
can be a continued partnership.

a. Staff Reports

1) COMet Update
Al Harrison, Vice President of College Operations, referred the Board to the
COMet update in their Board packets.

2) Modernization Update
Director Chernock called the Board’s attention to corrected Board reports

3) Program Review Update
Yolanda Bellisimo reported that three pilot groups are now running through
Program Review. Applications for the second pilot group (June ’07 to January
’08) have been accepted. The third pilot group will undergo program review
from January to August ’08. Ms. Bellisimo explained that the Institutional
Planning Committee will develop a program review schedule and that the first
complete new cycle will begin in Fall ’08. Every program will be reviewed every
four years.

Dr. Bernie Blackman, Director of Organizational Development & Planning,
reported that a mentor from the Data Advisory Group has been assigned to
each program review group.

4) Partnerships & IVC Update
Nanda Schorske, Dean of Workforce Development, College & Community
Partnerships, reviewed the partnership & IVC update in the Board packets. She
noted that there was a 22.8% increase in enrollment at IVC last fall and that the
new initiatives and partnerships we have been working on have all been geared toward increasing enrollment. Trustees expressed appreciation to Dean Schorske for her comprehensive and detailed report.

5) Accountability Reporting for Community Colleges (ARCC)
Dr. Bernie Blackman referred the Board to the ARCC update in their Board packets and related that he would make a presentation on the results at a future Board meeting. The Board is required to review ARCC data by June '08.

6) TracDat Status
Dr. Bernie Blackman announced that we are planning to go live with TracDat in August. The program will be used for annual planning for the administrative units. We are targeting October 15 to show the Accreditation Commission what we have achieved in the way of institutional planning with TracDat.

7) Citizens’ Oversight Committee Report
Ross Millarick, Vice Chair of COM’s Citizens’ Oversight Committee (COC), reviewed the COC Annual Report, noting that the duties of the COC are strictly prescribed by law and that the role of the committee is clearly oversight, not governance. He reported that the COC is pleased with the construction process and the fact that the administration is spending the bond money according to the plans laid out by the bond. He also noted that we have a full accounting system that controls and monitors funds and that small signature issues noticed by the auditors have been cleared up.

6. Academic Senate Report
Patrick Kelly, Academic Senate Vice President, expressed concern about an over-reliance on part-time faculty, especially in core transfer curricula. He stressed the importance of being diligent in filling full-time faculty positions and stated that pending state legislation will mandate strict adherence to the 75:25 law. A copy of Mr. Kelly’s statement is attached to the minutes as part of the official record.

7. Classified Senate Report
Joan Rinaldi, substituting for Classified Senate President Kathleen Kirkpatrick, reported that the final Health and Wellness workshop sponsored by the Classified Senate was scheduled for April 20 and would focus on body mechanics and strategies to stay fit while seated at a desk. Dr. Jerry Amada, who conducted several workshops for faculty and staff on how to handle people on campus who exhibit disruptive or aggressive behavior, will return on May 17 to present more specialized information for counselors and student services staff. The Classified Senate will host a BBQ fundraiser on April 25. A copy of Ms. Rinaldi’s statement is attached to the minutes as part of the official record.

8. Student Senate and Student Associations Report
Hoa-Long Tam, ASCOM President, announced that the Emeritus College would be displaying paintings by Ray Bailey from March 21 through May 19 in the Emeritus Center (Room 146 in the Student Services Building) and that a reception was scheduled from 4 to 6 p.m. on April 26. The Emeritus Annual Meeting and Spring Party is scheduled from 2 to 4 p.m. on May 19 in the Kentfield cafeteria.
9. Board Study Session
   a. None

10. Items for Possible Future Board Action
    a. Unfunded Liability Options
    b. Athletic Field Conditions

11. Consent Calendar Items (Roll Call Vote)
    M/s (Hayashino/Brockbank) 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

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

May 1
    Joint Meeting of College of Marin and College of Marin Foundation Boards – 4:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

May 15
    Board Study Session – 1:00 to 5:00 p.m., Ohlone 106, IVC
    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
    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:

President's Circle Breakfast – May 1, 2007, 7:30 a.m., Embassy Suites, 101 McInnis Parkway, San Rafael

Phi Theta Kappa Induction Ceremony – May 2, 2007, 6:00 to 8:00 p.m., Staff Lounge, Deedy Student Services, Kentfield

CCLC Annual Trustees Conference – May 4 to 6, 2007, Stanford Court Renaissance, 905 California Street, San Francisco
Alpha Gamma Sigma Teacher Appreciation Dinner – May 4, 2007, 6:30 p.m., COM Cafeteria, Kentfield

COM 2007 Retiree Recognition Celebration – May 16, 2007, 4:00 to 6:00 p.m., Marin Art and Garden Center, 30 Sir Francis Drake Blvd., Ross

Marin Simulation Center Opening – May 17, 2007, 1:00 p.m., Indian Valley Campus

Emeritus Annual Spring Meeting/Party – May 19, 2007, 2:00 to 4:00 p.m., Kentfield Cafeteria

Pinning Ceremony for RN Program – May 24, 6:00 to 7:00 p.m., Fine Arts Theatre, Kentfield

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

Golden Bell Awards – May 30, 2007, 5:00 p.m., Embassy Suites, 101 McInnis Parkway, San Rafael

B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Appointment of Hourly Personnel
   3. Resignation/Separation of Classified Personnel

C. **Academic Personnel Recommendations.** Approve the Academic Personnel Recommendations.
   1. Resignation/Retirement of Academic Personnel

D. **Short Term Hourly Positions**

E. **Budget Transfers – Month of March - FY 2006/07**

F. **Warrant Approval**

G. **Approve Purchase Order for Printing of Summer and Fall Credit Schedules 2007**

H. **Approve Agreement for Learning Opportunities with Novato Community Hospital for Phlebotomy Student Experience**

I. **Declaration of Surplus Property – Miscellaneous Equipment**

J. **Modernization (Measure C) Contracts**
   1. Professional Services Contracts
      (a) New Short Form Contracts
         (i) Gateway Complex – Project #303
         FPP Development
2. Construction Contracts
   (a) Bid Awards - none
   (b) New Contracts – none
   (c) Ratifications – none
   (d) Change Orders – none
   (e) Notices of Completion - none

K. Authorization to Initiate Projects (Measure C) - none

12. Other Action Items:

   A. M/s (Hayashino/Brockbank) to Authorize Purchase of Non-Instructional Technology Equipment. The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote.

   B. M/s (Kranenburg/Hayashino) to Authorize Purchase of Instructional Equipment. The motion passed unanimously.

   C. M/s (Kranenburg/Long) to Approve Agreement with Community College League of California for Board Policy and Procedures Consultation Services. The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote.

   D. M/s (Brockbank/Kranenburg) to Approve College of Marin Mission Statement. The motion passed unanimously.

   E. M/s (Moore/Hayashino) to Approve Citizens’ Oversight Committee Members. The motion passed unanimously.

   Dr. White acknowledged and welcomed Dr. Walter Strauss and Nancy McCauley, two new COC members, who were in the audience.

   F. M/s (Moore/Hayashino) to Approve Memorandum of Understanding with Sonoma State University. The motion passed unanimously.
G. M/s (Long/Hayashino) to Approve Joint Occupancy Resolution of Intent. The motion passed unanimously with a roll call vote.

H. M/s (Long/Hayashino) to Approve Architectural Services for Main Building Complex IVC – Project #417 - VBN Architects – Base Long-Form Contract. The motion passed unanimously.

I. M/s (Long/Moore) to Approve Extra Programming Services for Main Building Complex IVC - Project #417 - VBN Architects Long-Form Amendment #1. The motion passed unanimously.

J. M/s (Long/Brockbank) to Approve Architectural Services for Transportation Technology Complex - Project #402 - Hardison Komatsu Ivelich & Tucker (HKIT) Base Long-Form Contract. The motion passed unanimously.

K. M/s (Long/Hayashino) to Approve Extra Programming Services for Transportation Technology Complex Project #402 – Hardison Komatsu Ivelich & Tucker (HKIT) Long Form Amendment #1. The motion passed unanimously.

L. M/s (Long/Hayashino) to Approve Architectural Services for Fine & Performing Arts Complex - Project #306 – Marcy Wong & Donn Logan (MWDL) Base Long-Form Contract. The motion passed unanimously.

M. M/s (Brockbank/Long) to Approve Extra Programming Services and MEP Surveying - Marcy Wong & Donn Logan (MWDL) Long-Form Amendment #1. The motion passed unanimously.

N. M/s (Kranenburg/Hayashino) to approve PE Conduit Crossing – Project #308E - Project Approval and Authorization to Bid and Award. The motion passed unanimously.

O. M/s (Long/Brockbank) to approve Additional Utility/ Site Development (Kentfield) Budget Transfers. The motion passed unanimously.

P. Public Hearing on MCCD/CSEA Chapter 196 Collective Bargaining Agreement. Board President Treanor opened the hearing and asked for public comment. Hearing none, she declared the hearing closed.

13. Information Items


B. Contracts for Designated Approval

14. Correspondence

Board members were asked to review the correspondence in their Board packets.
15. **Board Meeting Evaluation**

16. **Adjournment**
M/s (Kranenburg/Brockbank) to recess in memory of those killed at Virginia Tech, their families and friends. The motion passed unanimously, the meeting was recessed at 10:05 p.m., and the Board went into closed session.

17. **Recess to Closed Session**
The Board reconvened in closed session at 10:10 p.m. in SS A&B. All publicly elected Trustees and Dr. Fran White were present.

The closed session was adjourned at 11:15 p.m. by Board President Treanor.
There is an issue that has come before the Academic Senate as well as the California State Legislature that we feel needs to be addressed.

In 2005 there was a work group formed by the Chancellor's office to look into full time faculty hiring's around the state and specifically 75:25 issues. Quoting from their summary:

"Although part-time faculty offer the same quality in teaching, the benefits of a sufficient complement of full-time faculty members are numerous, from providing essential stability for planning and curriculum functions to providing the levels of availability that students need outside of the classroom, as well Institutional Committee service etc. There is proper concern about the effect of an over-reliance upon part-time faculty, particularly in the core transfer curricula. Under Current conditions, part-time faculty, no matter how talented as teachers, often times do not have the availability to students or the time to participate in governance, planning...." And it goes on.

I would like to reiterate that this is especially important in core transfer curricula. We have often heard that only about 25% of our students are transfer students. This is misleading, because when looked at in terms of WSCH, or basically ‘what we teach here’ more than 50% are in transfer courses, with another almost 20% in vocational studies.

While offering Life Long Learning and vocational programs are important components of the College, we can’t lose sight of the fact that much of what we do here is teach transfer students. Having full time instructors in these positions is essential to the programs.

That being said, we need to be diligent when it comes to filling these positions as they come up. We also must recognize that the need for full time hires can not always be predicted by a formula, and we must be flexible enough to address these needs as they can manifest in a variety of ways.

Let me give you two examples where the need to address this is glaringly apparent.

Last week Jennifer Loeser (the chair of the physical sciences department) and I sat down and began discussing what classes we will cut for next fall. Note that over the past 5 years chemistry has grown in enrollment about 64%.

When I talk about cutting classes I am not talking low enrolled I am talking about:

Chemistry 110, the Allied Health Chemistry, which is better known as "Nursing chemistry.
Chemistry 114, also fulfills the nursing requirement and also is the preparatory class for all the transfer level chemistry classes.
Chemistry 131, general chemistry. A core class for any and all science transfer students.

These are classes that are almost always full, and usually have wait lists. We are talking about canceling them because we have no one to teach them. Furthermore the need to hire another full time person can be rationalized as follows:
• I have been at CoM for 6 semesters and have sat on 4 part time hiring pools.
• Right now we have almost 7 FTEF in our discipline and only 2 full time instructors, 9 part timers.
• Looking at units taught only 31% of our units are taught by full time instructors.
• Overall in the physical sciences we have nearly 11 FTEF and only 4 full time instructors, and only 36% of our units are taught by full time people.
• We don’t have anyone to teach the classes, part timers come and go and continuously finding people with masters or PhD’s in chemistry is time consuming, and very challenging.

The second example is in Anthropology.
• Anthro is a strong discipline all around the bay area. (SRJC offers 13 sections of physical anthropology; Contra Costa offers 3, all full.)
• The enrollments at CoM are strong year after year.
• It has one of the highest LOAD factors at the college, averaging 477 over the past 5 years.
• The College of Marin Anthropology department has an amazing collection of artifacts. Casts from the actual Lucie fossil, local Native American artifacts etc. etc. It could be argued that the collection is priceless.
• Anthropology now has no full time instructors.

Not only does this spell disaster for the discipline, but on top of this, the building where the collection is housed, Dickson Hall, is slated for removal and since Peter Kassebaum has retired we have no one to oversee the moving and storage of this collection.

These are just two examples of immediate need, but this issue will continue to grow in the coming years.

At the beginning I said there were a series of bills before the state legislature. 
AB 1305 calls for strict adherence to the 75:25 law by 2010. It will do away with waivers. And any school out of compliance will only be able to set aside 5% of left over district funds, and the rest will have to be earmarked for fulfilling the 75:25 requirement.

AB 591 calls for equal pay scales for part time and full time faculty and health benefits for anyone who teaches at least a 40% load.

AB 1343 is a combination of the two.

I have read each of these laws, I feel they each have good points and bad, but the underlying message is the 75:25 is no longer going to be a theoretical/ideal goal; it is going to be a mandated and enforced reality. What these laws also indicate is that not only will there no longer be a cost savings by employing large numbers of part time instructors, but there is going to be run on hiring since almost every district in the state is out of compliance.

I am happy to say that Vice President Anita Martinez has taken the lead on this by asking
each Dean what there immediate and long term needs for faculty are, seeing how this list matches with hiring procedures in the contract.

While VP Martinez's actions seems to be the start of a longer term hiring strategy that we support, the Academic Senate would like to make sure everyone is on the same page on this issue. We all must acknowledging that a real need exists in many departments, these departments must be identified in a timely, data driven, logical manner and that the issue of appropriate full time faculty hires should become a priority for all of us.
Good evening.

I'm Joan Rinaldi and I'll be presenting tonight's Classified Senate Report on behalf of Senate President Kathleen Kirkpatrick who could not be here.

The Senate's series of Health and Wellness workshops concludes this Friday with a presentation focused on body mechanics and strategies to stay fit while seated at a desk. We've received very positive feedback from those that attended the first two sessions and expect the same for this final workshop.

At the Senate's recommendation several workshops were scheduled to provide faculty and staff with information about how to handle people on campus who exhibit disruptive or aggressive behavior.

Feedback from the first workshop presented by Dr. Jerry Amada, the former Director of Mental Health Services at City College San Francisco, indicated that 86% of the attendees learned strategies they can employ when confronted with such individuals. The workshop also pointed out the need for more specialized information for counselors and student services staff. As a result, Dr. Amada will return on May 17 to present a workshop to address the needs of that group.

In addition, the Campus Police presented a workshop that was repeated a number of times on both campuses that focused on workplace safety information and specific College procedures to use in these situations. In light of yesterday's tragedy at Virginia Tech., the importance of getting this kind of information to our employees cannot be emphasized enough.

The Classified Senate is also working on a community building SLO. The details are still being worked out, but the current plan is to pilot a teambuilding project that can be expanded across the campus community next year.

Representatives from the Senate, SEIU, CSEA and Confidential/Supervisory employees will be meeting tomorrow to begin to develop a new process to assign classified staff to committees. We consider this a significant step forward and hope to work collaboratively to develop a process that meets Title 5 legal requirements and provides a voice for all employees particularly in our governance system.

Finally, the Senate will be holding a Barbeque fundraiser in conjunction with next week's Job Fair on Wednesday, April 25.

Thank you very much.
A. Closed Session – AC 108, Kentfield Campus

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

   The Board of Trustees of the Marin Community College District met for a closed session in AC 108 on the Kentfield campus, members having received notice as prescribed by law. Board President Treanor called the meeting to order at 6:09 p.m. Board Clerk Kranenburg called the roll and all publicly elected Trustees were present except Trustee Dolan (Brockbank, Hayashino, Kranenburg, Long, Moore, and Treanor).

   M/s (Hayashino/Brockbank) to approve adoption of the agenda as printed. The motion passed unanimously (6-0).

   (a) Request for Public Comment on Closed Session Agenda

      There were no requests.

2. Recess to Closed Session

   The Board went into closed session at 6:12 p.m.

B. Reconvene to Open Session – AC 108, Kentfield Campus

1. Call to Order

   The open session was reconvened at 8:00 p.m. in AC 108 on the Kentfield campus. All publicly elected Trustees were present except Trustee Dolan.
2. **Report of Closed Session for April 17, 2007**

   Board Clerk Kranenburg reported that the Board, meeting in closed session on April 17, 2007, took action to direct that notice of dismissal be given to a permanent classified employee. The vote was unanimous (7-0).


   No action was taken.

4. **Adjournment**

   M/s Brockbank/Moore to adjourn the meeting. The motion passed unanimously and Board President Treanor adjourned the meeting at 8:02 p.m.
COLLEGE OF MARIN

COLLEGE OF MARIN FOUNDATION/COLLEGE OF MARIN
JOINT BOARD MEETING

Tuesday, May 1, 2007
4:30 to 6:00 p.m.

College of Marin
Staff Lounge, Deedy Student Services – Kentfield Campus

Minutes

I. CALL TO ORDER, ROLL CALL AND ADOPTION OF AGENDA

The College of Marin Foundation Board of Directors and College of Marin Board of Trustees held a joint meeting in the Deedy Staff Lounge of the Student Services Building on the Kentfield campus, members having received notice as prescribed by law. Trustee Hayashino, Vice President of the College of Marin Board of Trustees, called the meeting to order at 4:40 p.m. All publicly elected Trustees were present except Trustee Kranenburg, who arrived at 4:42 p.m., Trustee Treanor, who arrived at 4:45 p.m., Trustee Dolan, and Student Trustee Sandfort. Dr. Frances White was also in attendance. The following individuals from the College of Marin Foundation were present: Dr. Frank Parnell, Margaret Elliott, Nancy Faw, Nancy Hart, Kay Schwarberg, Tom Knopf, Linda Lippstreau, Judd Williams, and Dave Toole.

M/s (Long/Brockbank) to adopt the agenda as printed. The motion passed unanimously (4-0).

II. COMMENTS FROM THE PUBLIC

There were no comments from the public.

III. WELCOME AND PURPOSE

Dr. Frank Parnell, President of the College of Marin Foundation Board, stated that this was a follow-up meeting to a joint meeting held last year and that work needs to be done on the
College of Marin/College of Marin Foundation Memorandum of Understanding (MOU) in light of the revised Mission Statements of the two entities. He stressed the need for a broad-based, transparent look at the strategic fundraising needs of the college.

Trustee Treanor, President of the College of Marin Board of Trustees, stressed the need for open and consistent communication between the two entities and a harmonious relationship.

IV. OVERVIEW OF UPDATED MISSION STATEMENTS

Foundation Executive Director Margaret Elliott explained that the newly revised Mission Statement of the Foundation is “to obtain and manage financial support for College of Marin student scholarships and grants.” She noted that the Foundation would be willing to revise its Mission Statement in the future, but that the focus on scholarships was what the Foundation felt it could best handle at this time.

V. OVERSIGHT ISSUES

Foundation Board President Parnell reported that, in his opinion, the COM Board needs to establish oversight of monies that are being raised by some departments outside the purview of the Foundation and the Board of Trustees. New audit reporting requirements also need to be adhered to. Trustee Treanor expressed concern over oversight and that Margaret Elliott had expressed her concern about the lack of oversight since the 1980’s.

VI. REVIEW CURRENT MEMORANDUM OF UNDERSTANDING

President White and Margaret Elliott have met on several occasions to discuss the MOU and have noted the need for greater specificity in the document, and better scheduling and coordination of fundraising activities. Dr. White emphasized the need to have the MOU highlight how the Foundation will support the college and also indicate which fundraising activities should be handled by the Foundation. Margaret Elliott noted the importance of communicating with each other, the college, and the community.

VII. MCCD FUNDRAISING NEEDS

Board President Treanor pointed out additional fundraising needs of the district which need to be addressed: buildings, programs, and capital and instruction facilities and equipment.

VIII. M.C.C.D STRATEGIC FUNDRAISING DIRECTION

Trustee Hayashino presented a report on strategic direction for fundraising for the college, which included information on fundraising efforts for capital projects in six other community college districts. She emphasized the need to revisit our policy on the naming of college and district facilities and to develop an un-naming policy.
IX. REVIEW MEMORANDUM OF UNDERSTANDING

See VI above.

X. COMMENTS, QUESTIONS, ISSUES TO ADD TO MOU AND (MAYBE) ANSWERS

Participants discussed the value of a unified fundraising campaign which would give potential donors choices as to where they want their donations to go (i.e., library, scholarships, endowment, programs, facilities, etc.). Such a plan would have to be developed jointly, as our donor base has to be shared. The importance of making face-to-face contact with major donors and utilizing alumni to assist with fundraising was also mentioned.

XI. NEXT STEPS

Margaret Elliott said she has five models for Development Offices and a donor data base she is willing to share. Noting that the increasing fundraising needs of the college are greater than what the Foundation can support, participants discussed the need for a different business plan. College of Marin Trustees reached consensus on the need to develop a plan and asked Dr. White and Margaret Elliott to meet and come up with a model and recommendations for a Development Office for the college. Dr. White will present recommendations for a Development Office at the June 12 Board meeting. Trustees and Foundation Board members will continue to work on the MOU, and another joint meeting will be scheduled in September or October to discuss the structure of the Development Office.

XII. ADJOURNMENT

M/s (Kranenburg/Hayashino) to adjourn the meeting. The motion passed unanimously and the meeting was adjourned at 6:45 p.m.
1. Call to Order, Roll Call and Adoption of Agenda

The Board of Trustees of the Marin Community College District met in AC 108 on the Kentfield campus, members having received notice as prescribed by law. Board President Treanor called the meeting to order at 4:50 p.m. Board Clerk Kranenburg called the roll and all publicly elected Trustees were present except Trustee Long, who arrived at 4:57 p.m., and Trustee Dolan. Trustee Hayashino participated by teleconference from Sacramento.

M/s (Brockbank/Moore) to approve adoption of the agenda as printed. The motion passed unanimously (5-0).

(a) Request for Public Comment on Closed Session Agenda

Dr. Lawrence Witter, a Novato resident, urged the Board to arrange for Dr. White to stay at College of Marin. A copy of his statement is attached to the minutes as part of the official record.

2. Recess to Closed Session

The Board went into closed session at 5:00 p.m.

B. Reconvene to Open Session – AC 108, Kentfield Campus

1. Call to Order

The open session was reconvened at 6:05 p.m. in AC 108 on the Kentfield campus by Board President Treanor. All publicly elected Trustees were present except Trustee Dolan. Trustee Hayashino participated by teleconference from Sacramento.
2. **Report of Action Taken in May 7, 2007 Closed Session**

   No action was taken.

3. **Action Items**

   A. M/s (Brockbank/Moore) to **Ratify the Amendment of the Superintendent/President’s Employment Agreement as Negotiated**.

   The motion passed unanimously with a roll call vote (6-0).

   Board members praised Dr. White for her terrific leadership and outstanding job performance, noting that College of Marin is fortunate to have an experienced president and a proven leader. They expressed support for the changes Dr. White is bringing about and optimism for the future of College of Marin under Dr. White’s continued leadership.

   Dr. White thanked the Board for its vote of confidence.

4. **Adjournment**

   M/s (Long/Brockbank) to adjourn the meeting. The motion passed unanimously, and Board President Treanor adjourned the meeting at 6:23 p.m.
Com Board of Trustee

I have been a resident of Novato, Indian Valley area 54 years.
I love this Valley
please mention Dr. White today or at Comm.
Dr. White has been our surgeon!

Thank you

[Signature]
MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

RESOLUTION No. 5/15/07 C.4.a(1)
IN SUPPORT OF CLASSIFIED SCHOOL EMPLOYEES WEEK

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

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

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

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

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District hereby recognizes and wishes to honor the contribution of classified professionals to quality education in the State of California and in the Marin Community College District and declares the week of May 20-26, 2007, as Classified School Employees Week in the Marin Community College District.

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

PASSED AND ADOPTED THIS 15TH day of May, 2007, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA  )
COUNTY OF MARIN   )

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

______________________________
Frances L. White, Ph.D.
Secretary to Board of Trustees
COMMENDATION RESOLUTION No. 5/15/07 C.4.a.(2)  
IN RECOGNITION OF KELEA SANDFORT’S SERVICE AS STUDENT TRUSTEE

WHEREAS, the Board of Trustees of the Marin Community College District includes a Student Trustee elected by the students of the College of Marin for a one-year term;

WHEREAS, Kelea Sandfort was seated on the Board of Trustees on May 16, 2006 as the Student Trustee, having been duly elected by the students, and as a Student Trustee, served as the twentieth President of the College of Marin Student Senate;

WHEREAS, Kelea Sandfort through her perseverance and hard work contributed in decisive ways to improving the College Governance, Accreditation, Mission Statement, and Educational Master Plan;

WHEREAS, Kelea Sandfort respected the opinion of her fellow trustees but did not hesitate to challenge them when she disagreed:

WHEREAS, Kelea Sandfort contributed to COM's “Spirit of Community” in both obvious and subtle ways;

WHEREAS, Kelea Sandfort will be remembered for her intelligence, enthusiasm and persistence in every issue she pursued, and her ability to take seriously her efforts;

WHEREAS, Kelea Sandfort consistently represented the rights of students with perseverance, creativity and insight;

WHEREAS, Kelea Sandfort has served on numerous college committees and attended many meetings;

WHEREAS, Kelea Sandfort took time with many students to listen, befriend, teach and learn, and for this the college community is grateful;

WHEREAS, Kelea Sandfort will be missed on the Board for her unique, informed, and eloquent methods of reminding us why we are here – “We are here for the Students!”

THEREFORE, BE IT RESOLVED, that the Trustees of the Marin Community College District express their sincere gratitude for her service as Student Trustee and their best wishes for all her future endeavors.

RESOLVED, that this resolution be made a part of the official Minutes of the meeting of May 15, 2007, and that an appropriately prepared copy of it be presented to Kelea Sandfort.

Wanden Treanor, President       Carole Hayashino,  
                                 Vice President
                                 
Barbara Dolan, Trustee          Greg Brockbank, Trustee
                                 
Harry Moore, Trustee
                                 
Philip J. Kranenburg, Clerk     Eva Long, Trustee
STATE OF CALIFORNIA  )
MARIN COUNTY  )

I, ____________________________, do hereby certify that the foregoing
Resolution No. ______________ was duly adopted by the Board of Trustees of the Marin
Community College District at a meeting thereof held on the _____ day of ________,
2007 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: ________________________________
    Secretary of the Board of Trustees
    of the Marin Community College District
RESOLUTION No. 5/15/07 C.4.a(3)
IN SUPPORT OF THE ROSS VALLEY FLOOD PROTECTION AND WATERSHED PROGRAM AND THE PROPOSED DRAINAGE SYSTEM FEE FOR THE ROSS VALLEY – FLOOD ZONE NINE

WHEREAS, ON December 31, 2005 and January 1, 2006 communities along the Corte Madera Creek and its tributaries in the Ross Valley of Marin experienced 100 year flood conditions for the third time in 25 years, and

WHEREAS, elected officials at the County and in the cities and towns came together and determined that future watershed management and flood control issues should be collectively handled, and

WHEREAS, the towns and cities of the Ross Valley, along with the County of Marin, seek to reduce potential flood damage to property in the Ross Valley, and

WHEREAS, by studies conducted over the last year, the towns, cities and the County recognize the desirability of a watershed-wide approach that includes flood damage reduction projects and programs and watershed stewardship, and

WHEREAS, the cities, towns and the County that developed the Ross Valley Flood Protection and Watershed Program propose a multi-objective approach that includes structural and non-structural elements, riparian habitat care and restoration, fish passage solutions, as well as improvements to the capacity of creeks and tributaries, and

WHEREAS, of critical importance to Larkspur is the major dredging of the lower reach of Corte Madera Creek which will relieve the heavy situation that has decreased the capacity for excess water runoff and increased the potential for flooding residences, offices, and access to Marin General Hospital – and that dredging cannot occur until this Drainage System Fee is approved, and

WHEREAS, the Financial Work Group, consisting of city, town and county managers, and a committee of Elected Officials of the Ross Valley municipalities have recommended a Drainage System Fee as the most equitable approach to raising a reliable source of revenue, and

WHEREAS, the Drainage System Fee will create an annual revenue stream of approximately $2 million per year that can be leveraged to bring State and Federal watershed protection and flood management funds to the Ross Valley,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District hereby supports the Ross Valley – Flood Zone Nine Drainage System Fee and urges all landowners in the Ross Valley – Flood Zone Nine to support the upcoming mail ballot in May and June, 2007.
RESOLVED, that this resolution be made a part of the official Minutes of the meeting and of the permanent files of the District.

PASSED AND ADOPTED THIS 15TH day of May, 2007, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA  )
COUNTY OF MARIN       )

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

______________________________
Frances L. White, Ph.D.
Secretary to Board of Trustees
Endowment from Randy Weil’s Estate provides FREE Feldenkrais Classes to Emeritus College Students
A generous endowment from the estate of former Emeritus College instructor Randy Weil allows the college to offer FREE classes in Feldenkrais for the Mature Adult for Emeritus College students. The endowment provides enough funding to cover almost three years of FREE offerings of Feldenkrais for the Mature Adult.

Volunteers are needed for the COM Marin County Fair Exhibit
Have fun at the Marin County Fair and help recruit new students! Volunteers are needed for two-hour or four-hour shifts from June 30 to July 4, 9:00 a.m. to 7:00 p.m. There are plenty of things to do and see at the fair and thousands of local residents are expected to attend. From bigger-than-ever fireworks displays to big-name musical entertainment, the 62nd edition of the Fair promises to be fun for the whole family. If you are interested in participating, please send an email to cathy.summawolfe@marin.edu with “County Fair” in the subject area and include your available days and times.

Retiree Celebration
Please join the celebration honoring individuals who have contributed so much to the College of Marin’s success. We will be honoring employees who have retired since January 1, 2006. Everyone is welcome to attend. Light refreshments will be served.
Wednesday, May 16, 4:00 to 6:00 p.m., Marin Art and Garden Center – Livermore Pavilion, 30 Sir Francis Drake Blvd. in Ross.

Retirees to be honored:

Nancy Cavendar
Amy Fearnley
Elwanda Gammill
Peter Kassebaum
Joyce Marks
Frances Rouda
Jim Webster

Peggy Danna
Carolyn Ferguson
Sandra Handsher
Minerva Limon
Jim Owen
Marti Sukoski
Micki Wendt

Eric Ebert
David Ferguson
Vilma Holmes
Pru Lorenzi
Sandy Roberts
Victoria Vieira
Sam Zuech

Grand Opening of the Marin Simulation Center
The College of Marin will host the grand opening of the Marin Simulation Center on Thursday, May 17, 2007, at the Indian Valley Campus, from 1 p.m. to 2:30 p.m. The dedication ceremony will be at 1:45 p.m. Please R.S.V.P. to nanda.schorske@marin.edu, or 415/883-2211 ext. 8200.

Greening the North Bay
Come to the 2007 Marin Jobs Summit and learn about how to get a job in the booming green industry. The Workforce Investment Board of Marin County is hosting the event scheduled for May 16, 7:30 a.m. to 3:30 p.m. at the Embassy Suites Hotel, 101 McGinnis Parkway in San Rafael. At the job fair you will hear from community and business leaders about the green transition making its way to the North Bay. To register, email Richards@dsnetwork.org or for more information, call 415.473.3364.
Scholarship Awards Ceremony
College of Marin Foundation will hold its annual Scholarship Awards Ceremony on Friday, May 18 at 5:00 p.m. in the Cafeteria, Student Services Center, Kentfield. Over 100 students will be honored. A reception will follow the ceremony. All are welcome to attend.

Picnic in the Grove
Please mark your calendar, Thursday, May 24, 12:00 to 1:30 p.m. for the Annual Faculty and Staff Appreciation Luncheon, Picnic in the Grove. The event is sponsored by College Council and the Academic and Classified Senates. Please stay tuned for more information as invitations will be distributed via campus mailboxes.

College of Marin 80th Commencement Exercises
Friday, May 25, 2007
Physical Education Center, Kentfield Campus
For more information about Commencement go to www.marin.edu. Updates will be posted online after May 3.
The California Community Colleges, led by the Academic Senate for California Community Colleges, is implementing the Basic Skills Initiative (BSI). The initiative's objectives are to:

- Share information widely about a literature review that has identified 26 best practices in basic skills administration, program components, faculty development, and instruction
- Guide each of the individual California community colleges in developing a specific action plan to identify which practices are already implemented on their campuses, challenges they may face in implementing others, and which other practices they plan to implement
- Improve student learning outcomes, first in basic skills subjects, and second in academic courses in which student success relies upon sound reading, writing, math, critical thinking, and study skills.

College of Marin is able to respond immediately because it has the benefit of several faculty-led initiatives that support and frame this work. The first is the Student Success Council, a group of faculty, counselors, staff and students who meet regularly to address student learning needs and improve student success. The second is a working group of the Institutional Planning and the Budget Committees that will bring forth a recommendation to organize instruction to better support student goals in attending college, including transfer, career education, life-long learning, and basic skills.

The BSI is a collaborative effort of the Academic Senate, the Chief Instructional Officers, and the Chief Student Services Officers of the California Community Colleges. It is supported by the Chief Executive Officers and the State Chancellor’s Office; it is anticipated that specific categorical funding for basic skills improvement will be forthcoming with a minimum amount of up to $100,000 per college per year. In order to qualify for funding, colleges must submit an action plan to the State Chancellor’s Office in December, 2007 with updates to follow.

Training in implementing the BSI will be provided by ten teams meeting with colleges regionally for the next 6 months. Anita Martinez is one of 10 chief instructional officers appointed as a trainer. College of Marin is scheduled to send a team of 10-15 participants to a one-day training session on October 12, 2007. Administrative responsibility will rest with Susan Andrien who will convene a Basic Skills Advisory Group, as recommended by the BSI. The group will begin meeting well before the training session in order to meet the deadline for action plan submission.

The attachments provide more information about basic skills and the BSI. Included is one example of a modeling tool that shows how an intervention can lead to increased student enrollment; students who successfully complete basic skills courses continue on and enroll in college-level courses. Finally, as noted by one expert, “Basic skills are not basic; they are complex literacies.”

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
Pipeline or Pipedream: Another Way to Think about Basic Skills
Rose Asera, Senior Carnegie Scholar

If I asked you—as an educated adult—what you remember about learning to read or to do basic arithmetic, you might recall some fleeting images: being read to by a parent or studying a book with big letters and pictures at your school desk. But by now these skills have become part of who we are and how we see the world. In this way literacy and "numeracy" have become automatic and essentially invisible to us, so second-nature that we don't really understand how someone could have trouble learning something so simple.

But for a significant group of college students these seemingly simple skills are opaque. Although the problem is widespread throughout higher education, it is especially vexing in community colleges. According to data from the Education Commission of the States, 76 percent of all institutions that enroll freshmen offer at least one remedial reading, writing or mathematics course, and these classes are offered at 98 percent of community colleges. When these students arrive on campus, they take a battery of tests—often without realizing that these assessments will seriously affect which classes they are allowed to take. The results place large numbers of first-time students (according to information on the American Association of Community Colleges' Web site, up to 80 percent) in English and mathematics classes that are below—sometimes way below—college level. Facing a long series of "catch-up" courses, only a small percentage of these students ever make it to college-level work and thus to the opportunities that come with higher education.

Some background about pre-collegiate education at college may be useful here: Originally such programs were designed to reacquaint returning adults with skills that had become rusty over time; what was needed was a "refresher" where they could relearn things they had previously learned in high school. Today, pre-collegiate courses are more likely to be populated by students recently out of high school where, in fact, they never mastered these essential skills of English and math. Many of these students have had years of negative experiences with school and need courses in which they can, in effect, more successfully learn the content and learn to be students. Over the years, the jargon for such courses has changed: from remedial, to basic skills, developmental education, and pre-collegiate education.

What has not changed much is the teaching. The apparent simplicity of the skills in question seems to provoke a simplistic pedagogy: if students don't understand it, say it louder, say it slower! Too often, that is, basic skills courses are taught through drill and memorization of rules. What's missing is any sign of intellectual vitality and engagement, the very things that draw many teachers into their academic fields.

This kind of pedagogy presents (at least) two problems. One is boredom. Repetition and practice are good things, but memorization and drill without a connection to big ideas can frustrate students and teachers both. One doesn't become a writer or reader only by learning grammatical rules, and memorizing a mathematical formula does not alone lead to the kinds of quantitative literacy that is needed today. More to the point, this kind of mind-numbing approach is not necessary. Even at the most fundamental levels of English and mathematics, intellectually engaging problems and issues exist. With a balance of challenge and support, students can engage in lively, authentic debate and intellectual exchange.
But the second problem is the deeper one: these so-called "basic skills" are not, in fact, so basic or simple. As the research on literacy shows, the reading process that most of us take so much for granted is highly complex. As we "decode" a text, we bring to bear a vast reservoir of linguistic and cultural knowledge, connecting new ideas with old ones, figuring out words we may not know, actively questioning what we read as we read it, trying out and refining ideas and conclusions as we read.

The long-term solution to the problem of under-preparation and student failure must be systemic, addressing alignment of curriculum and assessment across the educational sectors. Students who completed their high school mathematics requirements in tenth grade, for example, may not have seen a math problem for two years before taking a college placement test. In that time, all Xs and Ys may have vanished from their minds. Students in high school English classes may focus on literature, but in college they are assessed on composition and rhetoric.

Even as a long-term solution is required, however, the pre-collegiate classroom needs attention now. A different and better way to think about teaching “basic skills” depends on remembering what is actually entailed in successful reading, writing and problem solving—and making the complexity of those processes visible for students so that they can develop strategies for improvement. This means being explicit with students about the assumptions and processes that have become automatic for most of us. It means creating a learning environment where students learn about themselves as learners and develop strategies for success.

And of course it means that leadership is needed. While an individual faculty member can choose to make these approaches characteristic of her classroom—and the Carnegie Foundation is lucky enough to be working with some of these incredibly thoughtful faculty members—the chances of student success greatly increase when campus leaders make pre-collegiate education a campus-wide priority: when the administration takes pride in these successes, when faculty work together to create challenging pre-collegiate programs that are more than a collection of courses. Others on campus have important roles to contribute to student success, as well: tutors, counselors, institutional researchers and student peers.

The ideal of college access for all is essential to the mission of community colleges. The challenge is turning it into success. If this mission is to be real and not just a pipedream, pre-collegiate programs must be a pipeline where students who have not thrived in their K-12 educational experiences can learn and succeed.
Basic Skills Initiative (BSI) Self-Assessment
The purpose of the self-assessment tool is to allow colleges to reflect on how their current practices fit with and reflect the findings from the literature regarding effective practices for basic skills students. The reflection encourages institutions to examine the scope and efficacy of current practices.

Assessment of four elements of developmental education aligned with 26 Best Practices
- Organizational and Administrative Practices
- Program Components
- Staff Development
- Instructional Practices

The Assessment Process

1) **Form the Core Assessment Group:** suggested members include:
- Provost/Chief Instructional Officer
- Public Information Officer
- Student Services Dean
- Matriculation Dean
- Counseling and Advising Dean
- Learning Assistance Center Director
- Faculty and/or Peer Mentoring Program(s) Director(s)
- Institutional Researcher
- Developmental Education operation-level administrator
- Lead faculty members in Developmental Education programs, including Reading, Writing, Math, ESL, College Success/Study Skills, Counseling
- Lead faculty members who teach college-level courses in English and mathematics
- Other college-level faculty who do not teach English or mathematics
- A student who recently matriculated and assessed into developmental education
- Others as appropriate (e.g., CEO, CFO, Academic Senate Reps)

2) **Start with Baseline Measures:** provide a broad overview of developmental education at the college that:
- is operationally defined and answerable from local MIS data as well as Datamart
- includes optional additional recommended measures to promote more meaningful internal discussion
- includes breadth and depth of exploration
- recognizes that success rate will vary between disciplines and from level to level, each with its own challenges and strategies
- includes every measure that you have; demonstrates the college's own approach

3) **Conduct Effective Practice Analysis** (for each of the 26 best practices)
- (How) does practice exist on your campus? (a) We have experience in this area we can build on
- (b) This area is emerging. (c) Results in area have been mixed. D) This practice hasn’t been addressed.
- Evidence of efficacy of each practice
- Identify barriers to implementing or enhancing the practice
- Describe how the practice might be implemented or expanded

4) **Complete Planning Matrices for Four Areas:** Submit by December, 2007 to qualify for funding.
- Matrices will guide planning and implementation for each college
- Decide on institutional priorities; prioritize strategies according to Core Assessment Group perceptions and findings
- Complete matrix: Planned Action, Start Date, Current Measure (Baseline), Projected Measure (Benchmark), Date for Projected Measure
- Matrices will be aggregated for broader systemic purposes (needs assessment, consideration of economies of scale)

The Incremental Revenue Approach: An Excel tool that helps colleges determine costs and incremental revenue associated with alternative programs (learning communities, supplemental instruction, etc.) The historical one teacher/one classroom approach with occasional tutorial support is demonstrated by the literature to be ineffective for developmental education. However, the extra costs of alternative instructional models are offset by gains in retention.
The 26 Best Practices

A. Organizational and Administrative Practices

Institutional choices concerning program structure, organization, and management have been related to the overall effectiveness of developmental education programs. The following effective practices have been identified in this area:

A.1 Developmental education is a clearly stated institutional priority.
A.2 A clearly articulated mission based on a shared, overarching philosophy drives the developmental education program. Clearly specified goals and objectives are established for developmental courses and programs.
A.3 The developmental education program is centralized or highly coordinated.
A.4 Institutional policies facilitate student completion of necessary developmental coursework as early as possible in the educational sequence.
A.5 A comprehensive system of support services exists, and is characterized by a high degree of integration among academic and student support services.
A.6 Faculty who are both knowledgeable and enthusiastic about developmental education are recruited and hired to teach in the program.
A.7 Institutions manage faculty and student expectations regarding developmental education.

B. Program Components

B.1 Orientation, assessment, and placement are mandatory for all new students.
B.2 Regular program evaluations are conducted, results are disseminated widely, and data are used to improve practice.
B.3 Counseling support provided is substantial, accessible, and integrated with academic courses/programs.
B.4 Financial aid is disseminated to support developmental students. Mechanisms exist to ensure that developmental students are aware of such opportunities and are provided with assistance to apply for and acquire financial aid.

C. Staff Development

C.1 Administrators support and encourage faculty development in basic skills, and the improvement of teaching and learning is connected to the institutional mission.
C.2 The faculty play a primary role in needs assessment, planning, and implementation of staff development programs and activities in support of basic skills programs.
C.3 Staff development programs are structured and appropriately supported to sustain them as ongoing efforts related to institutional goals for the improvement of teaching and learning.
C.4 Staff development opportunities are flexible, varied, and responsive to developmental needs of individual faculty, diverse student populations, and coordinated programs/services.
C.5 Faculty development is clearly connected to intrinsic and extrinsic faculty reward structures.

D. Instructional Practices

D.1 Sound principles of learning theory are applied in the design and delivery of courses in the developmental program.
D.2 Curricula and practices that have proven to be effective within specific disciplines are employed.
D.3 The developmental education program addresses holistic development of all aspects of the student. Attention is paid to the social and emotional development of the students as well as to their cognitive growth.
D.4 Culturally Responsive Teaching theory and practices are applied to all aspects of the developmental instructional programs and services.
D.5 A high degree of structure is provided in developmental education courses.
D.6 Developmental education faculty employ a variety of instructional methods to accommodate student diversity.
D.7 Programs align entry/exit skills among levels and link course content to college-level performance requirements.
D.8 Developmental education faculty routinely share instructional strategies.
D.9 Faculty and advisors closely monitor student performance.
D.10 Programs provide comprehensive academic support mechanisms, including the use of trained tutors.
Context

In 2004, the California Community College System Office began a comprehensive strategic planning process for the purpose of improving student access and success. On January 17, 2006, the Board of Governors of the California Community Colleges unanimously adopted the final draft of the Strategic Plan. The plan includes five strategic goal areas: college awareness and access; student success and readiness; partnerships for economic and workforce development; system effectiveness; and resource development.

The goal of student success and readiness contains seven areas of focus, one of which is basic skills, as the Strategic Plan describes:

Ensure that basic skills development is a major focus and an adequately funded activity of the Community Colleges.

To successfully participate in college-level courses, many Community College students need pre-collegiate math and/or English skill development. The goal is to identify model basic skills and English as a Second Language programs and their key features and, given availability of funds, to facilitate replication across the Colleges. In addition, best practices in classrooms and labs and descriptions of effective learning environments will be collected and disseminated widely to inform and assist both credit and noncredit programs. However, noncredit basic skills courses are funded at approximately 60 percent of the rate provided to credit basic skills courses, which is a disincentive for colleges to offer those courses. The Colleges need to gather practices with high effectiveness rates, such as innovative program structures, peer support, and counseling, and acquire funding to implement these approaches to reach all students needing basic skills education.

The study presented here was commissioned by the California Community Colleges System Office to identify effective practices in basic skills programs, as outlined above. The Center for Student Success (CSS), which is affiliated with the Research and Planning (RP) Group for California Community Colleges, was selected to conduct the study. There are three major components of the study:

1. An extensive review of the literature related to basic skills practices, as well as an overview of examples of strategies employed by 33 California community colleges and nine out-of-state institutions.

2. A self-assessment tool which will allow colleges to reflect on how their current practices fit with the findings from the literature regarding what are known to be effective practices for basic skills students.

3. A cost/revenue model for developmental education programs which provides a way to explore the incremental revenues that can be derived over time from such programs.

1 More information about the Statewide Strategic Plan is available at http://strategicplan.celeco.edu/.
Literature Review and Overview of Institutional Examples

The approach to conducting the study combined the intense work of a group of associates of the Center for Student Success with iterative reviews of each of the three work products by a panel of faculty with extensive expertise in basic skills. In addition, drafts of each work product were reviewed by Dr. Carole Bogue-Feinour, Vice Chancellor of Academic Affairs, California Community Colleges System Office, and Dr. John Nixon, Vice President of Instruction, Mt. San Antonio College.

For purposes of this study, the following working definition of basic skills was established:

- Basic skills are those foundation skills in reading, writing, mathematics, and English as a Second Language, as well as learning skills and study skills, which are necessary for students to succeed in college-level work.²

In order to establish criteria for “effective” practices, this document adopted a variation of Hunter Boylan’s definition of best practice, modified as follows:

- "Effective practices" refer to organizational, administrative, instructional, or support activities engaged in by highly successful programs, as validated by research and literature sources relating to developmental education.

Over 250 references, spanning more than 30 years, were reviewed, making this the most comprehensive review of literature in the area of basic skills conducted in California community colleges to date. Study after study by a multitude of researchers confirms a consistent set of elements that commonly characterize effective developmental education programs. These elements can be organized under the broad categories of organizational and administrative practices, program components, staff development, and instructional practices. A total of 26 effective practices emerged under these four major categories and they are listed below.

A. Organizational and Administrative Practices

Institutional choices concerning program structure, organization, and management have been related to the overall effectiveness of developmental education programs. The following effective practices have been identified in this area:

A.1 Developmental education is a clearly stated institutional priority.

A.2 A clearly articulated mission based on a shared, overarching philosophy drives the developmental education program.

A.3 The developmental education program is centralized or highly coordinated.

A.4 Institutional policies facilitate student completion of necessary developmental coursework as early as possible in the educational sequence.

A.5 A comprehensive system of support services exists, and is characterized by a high degree of integration among academic and student support services.

A.6 Faculty who are both knowledgeable and enthusiastic about developmental education are recruited and hired to teach in the program.

A.7 Institutions manage faculty and student expectations regarding developmental education.

² The inclusion of English as a Second Language in this definition recognizes that all ESL is not, by definition, subsumed under basic skills. To the extent that a student is unable to succeed in college-level coursework due to inability to speak, read, write or comprehend English, ESL skills may be considered as foundation skills in accordance with the definition.
B. Program Components

According to the literature, a number of specific programmatic components are characteristic of highly effective developmental education programs. These include:

B.1 Orientation, assessment, and placement are mandatory for all new students.

B.2 Regular program evaluations are conducted, results are disseminated widely, and data are used to improve practice.

B.3 Counseling support provided is substantial, accessible, and integrated into academic courses/programs.

B.4 Financial aid is disseminated to support developmental students.

C. Staff Development

According to the literature, the importance of comprehensive training and development opportunities for faculty and staff who work with developmental students cannot be overestimated. Programs with a strong professional development component have been shown to yield better student retention rates and better student performance in developmental courses than those without such an emphasis. Specific training is one of the leading variables contributing to the success of a variety of components of developmental education, including tutoring, advising, and instruction. Effective practices include:

C.1 Administrators support and encourage faculty development in basic skills, and the improvement of teaching and learning is connected to the institutional mission.

C.2 The faculty play a primary role in planning/implementation of staff development activities in support of basic skills programs.

C.3 Staff development programs are structured and appropriately supported to sustain them as ongoing efforts.

C.4 Staff development opportunities are flexible, varied, and responsive to developmental needs of individual faculty, diverse student populations, and coordinated programs/services.

C.5 Faculty development is clearly connected to intrinsic and extrinsic faculty reward structures.

D. Instructional Practices

Effective instructional practices are the key to achieving desired student outcomes for developmental programs. Research has linked the following instructional practices with success for developmental learners:

D.1 Sound principles of learning theory are applied in the design and delivery of courses in the developmental program.

D.2 Curricula and practices that have proven to be effective within specific disciplines are employed.

D.3 The developmental education program addresses holistic development of all aspects of the student.

D.4 Culturally Responsive Teaching theory and practices are applied to all aspects of the developmental instructional programs and services.
D.5 A high degree of structure is provided in developmental education courses.

D.6 Developmental education faculty employ a variety of instructional methods to accommodate student diversity.

D.7 Programs align entry/exit skills among levels and link course content to college-level performance requirements.

D.8 Developmental education faculty routinely share instructional strategies.

D.9 Faculty and advisors closely monitor student performance.

D.10 Programs provide comprehensive academic support mechanisms, including the use of trained tutors.

Self-Assessment Tool

The examples from the 33 California community colleges and nine out-of-state institutions that were reviewed reinforce the effective practices identified in the literature. The majority of these institutions employ a combination of several such practices. However, except for course instruction, the common denominator across all developmental programs employing a combination of these effective practices is the limited number of students served in any one year. In order to effectively serve the large student population needing developmental education, California community colleges will be challenged to expand these programs.

The self-assessment tool is directly linked to the findings from the literature review. It is organized around the four major areas and the 26 effective practices listed above. In addition, the self-assessment tool contains a variety of suggested strategies for accomplishing each effective practice, as well as a series of prompts which assist institutions in evaluating their current relationship to each effective practice. A culminating Planning Matrix for each section allows an institution to develop a plan for changes, enhancements, or modifications.

The purpose of the self-assessment tool is to allow colleges to determine how their current practices fit with and reflect the findings from the literature. The reflection encourages institutions to examine the scope and efficacy of current practices. Based upon this internal review, an institution may determine which augmentations, changes, or new initiatives might be beneficial and plan for how those augmentations, changes, or new initiatives can occur. In addition, the self-assessment can serve as a baseline measure, allowing an institution to identify its practices and priorities as of a particular point in time.
Where to Put the New Basic Skills Funds: A Tool To Estimate Costs and Downstream Revenue

As will be referenced in numerous places in this document, research has fairly consistently demonstrated that the historical “one instructor, one classroom, limited suite of support services” model to developmental education is not particularly effective. However, it is still the prevalent model offered to the vast majority of our California community college students. Many of the effective practices identified in the Literature Review can be found interspersed throughout California campuses, most commonly with relatively small programs addressing limited numbers of students. There are many reasons for the fairly restricted occurrence and scope of these programs, including:

- limited awareness about the literature and its findings;
- a need for paradigm shifts in the thinking of campus administrators, faculty, and staff;
- a concomitant need for organizational change;
- a lack of historically detailed institutional research to provide hard data evaluating program results; and
- a desire to pilot programs to determine effectiveness, often without sufficient institutional commitment to evaluate potential efficacy.

Arguably, the most critical factor historically limiting them has been their perceived cost to the campuses. Against a backdrop of limited resources that exists in the California community college system in an absolute sense, as well as relative to other state systems, the cost of deviating from the traditional model of developmental education is a significant concern. Thus, as the literature and local data lead us to investigate the need for colleges to “do things differently,” we are drawn to a discussion of the cost-effectiveness of these alternate approaches for individual colleges. Aside from the numerous moral/ethical responses to this concern and the greater economic payback to society cited elsewhere in this document, there are real, college-level economic reasons that alternate approaches to basic skills at the very least go a long way towards paying for themselves, and in many cases may very well result in a net economic benefit to the college.

This section examines this incremental revenue approach and includes a description of a simple modeling tool that we have developed using Microsoft Excel to look at the potential additional revenue these alternate programs may generate. The goal of this section is to provide a different way of thinking about the cost of these alternate developmental education programs. This approach is not without its parameters and caveats, but as colleges look to potentially expand small programs in order to more systemically improve developmental student outcomes, we feel that this different perspective is very important.
This guide to effective practices in basic skills in California community colleges is the work of an experienced team of faculty and administrators from across the state, each having specific expertise and many years of practical experience in the field of basic skills assessment and practice. In preparing this document, more than 250 literature references were reviewed, and effective practices and programs presently in operation (both within and outside of California) were considered. Based on a synthesis of effective practices that emerged from this review, the project team also prepared a self-assessment tool and a cost/revenue framework that colleges may use to evaluate existing programs and services as well as plan for new and revised basic skills initiatives. A set of brief summaries of case-studies gathered by the Center for Student Success are also included as examples of effective practices that have been developed at colleges around the state based largely on the same research and literature cited in this guide.

The effective practices identified throughout this study are based on a careful review and comparison of research conducted over the last 30 years by experts and practitioners across the United States. In order to be included in this study, theory and practice had to meet the test of producing evidence of improvements in student learning and success in college (or similar educational environments). The authors of this guide worked diligently to avoid including their own independent assessments or personal observations in the review of the research literature; their focus was to determine the practices for which there was clear independent evidence of effectiveness. Nevertheless, the collaboration of the team members in the review of the literature and practices has led to a number of general conclusions and observations that deserve attention and should receive specific emphasis. This Prologue addresses those observations and conclusions.

The research on basic skills education clearly establishes a series of effective practices that have been demonstrated to produce improvements in student outcomes.

While this point may seem self-evident as the reader goes through this guide, it is important to draw attention to this fact at the start. There is clear evidence that certain practices work and that we have the tools to more effectively meet our mission for all students. This guide does not assume that all colleges will adopt all of these practices. Each college will need to rigorously review its programs and services and develop and implement action plans designed to improve outcomes within the college's instructional, support services, and organizational structures. In fact, the active engagement of a broadly representative group of faculty and staff in the self-assessment, planning, and implementation process is probably the most crucial first step toward improving practices to be advocated in this guide.

The improvement of basic skills education must be an institutional priority and is an institutional responsibility.

Too frequently, basic skills development is viewed as the responsibility of a limited cohort of the college's faculty and staff. English (reading and composition), Mathematics, and English as a Second Language Departments, as well as educational support services and counseling, are commonly seen as "the people who work with those students." Sometimes this isolation extends to sub-units within each of those programs, segmenting the faculty who teach basic skills courses from those who teach "transfer-level" curriculum.

While specialization is a crucial factor in the success of certain developmental education activities, basic skills students belong to the entire institution. They are registered in all types of classes and the development of their academic skills is the responsibility of all faculty and staff. Many faculty and administrators share a broad-based concern about the erosion of academic standards based upon the inability of large segments of our student populations to adequately perform basic
reading, writing, and mathematical reasoning skills. It is the responsibility of all faculty, teaching in all disciplines at all levels, to communicate appropriate expectations and utilize effective methods for communicating information, support students' growth in reading and writing skills, develop critical thinking processes, and evaluate student work to advance the overall state of our students' basic skills.

In spite of efforts to improve the preparation of students in the K-12 system, the number of students entering community colleges in need of developmental education is increasing. While we cannot assume responsibility for the failures of other segments of our educational system, we must take responsibility for what happens to students within our academic environment. The identity of our students does not change, and many of their needs remain the same as they move from their basic skills classes into discipline-based courses.

Therefore, the approach to improving developmental outcomes must be directly connected to modifications across the curriculum. The effective practices identified in this study are not restricted to basic skills courses. Fundamentally, they are models for good practice in every aspect of the community college environment and any effort to implement these practices should involve every component of the college's programs and services. While much of this study focuses on the responsibilities of the colleges, their faculty, and their staff, the practices advocated also address the responsibilities of students. They address developing the students' resources for functioning effectively in college-level studies and rely on a symbiotic relationship between student and institutional objectives and commitment. Just as the literature on effective practices advocates a holistic approach to meeting the needs of students, so too must the approach to improving developmental education be holistic. The transformation of developmental education must be an institutional activity in which every administrator, faculty member, support staff, and student participates and takes responsibility for improving outcomes.

Our charge in basic skills education is developmental, not remedial.

There is significant controversy surrounding the name attached to these programs and services. The term "basic skills" is frequently labeled as demeaning, contributing to a negative self-concept for students assigned to these programs. Some colleges have adopted alternate designations such as "foundational skills." These distinctions may help students to better adjust to the results of placement tests and course requirements, although there is not much research on this topic. Practically speaking, students usually know that they are in some form of developmental education.

However, we believe the distinction between the terms "remedial" and "developmental" is significant. Remedial is defined as "intended to correct, to supply a remedy." This presumes that something is "wrong," and that the student must be held responsible for correcting it. Developmental education does not judge the student or even the educational experiences of the student prior to entering the new educational environment. Instead, it views the current educational process as transformational, taking the student from one state and developing his or her abilities into those of a more capable, self-confident, and resourceful learner. Similarly, the assessment of basic skills programs and services needs to be viewed as developmental. We are not correcting something that is wrong. We are trying to transform the way we provide programs and services to make them more effective in producing the desired outcomes for students.

Improvements in basic skills outcomes are likely to be incremental. Appropriate, realistic expectations for change should be established and communicated.

Too frequently, efforts to identify effective practices in basic skills resemble the search for a "magic pill": a practice or set of practices that will completely change the outcomes of developmental education and instantly produce radically improved outcomes using standard measures of success
Studies commonly report increases of five to 15 percent as an indication of success. However, the research on successful practice suggests that, in general, changes in success rates are usually incremental. Studies commonly report increases of five to 15 percent as an indication of success. They advocate building on these incremental changes over a long period of time to improve the long-range success measures of program completion, degree attainment, and transfer. Therefore, it is not reasonable to expect that any combination of the effective practices described in this study will create large changes in success rates in a short period of time.

However, the literature does show that sustained efforts over extended periods of time do transform institutions, and student success rates do improve over time. It is crucial that colleges as well as governing bodies (e.g., trustees, outside evaluators, and legislators) see this work on improving basic skills outcomes as developmental, requiring a long-term investment of coordinated efforts and resources. The number of students coming to community colleges with developmental needs is large (and growing), and incremental improvements can produce significantly larger cohorts of individuals capable of succeeding in subsequent educational, vocational, and personal endeavors.

Continued research and documentation of effective practices in basic skills education is essential to facilitating improvements in practice.

The literature review in this guide is based on more than 250 sources, spanning a broad array of studies conducted over the past 30 years. These studies include primary research, practitioner reports of effective practices, writings reflecting expert opinion, and the findings from prior large-scale meta-analyses of the literature. As noted above, the effective practices cited in this study had to meet the test of evidence of effectiveness based on sound research practice. However, this effort to distinguish the practices that were validated by sound research design and valid data from the practices that were not adequately supported by evidence has led the project team to develop some observations and caveats about the overall state of research and literature in this area.

A number of studies relied solely on participant surveys or anecdotal reports from practitioners, students, or other stakeholders with little or no outcomes-based measures of effectiveness. Other studies used data-based evidence but did not contain the rigorous scientific controls or strict methodologies that would allow for reasonable validation of the findings. The project team found that the use of a true experimental research design is rare, largely because of the limitations that researchers and practitioners face conducting research in educational environments. The large body of “good” research reviewed for this project used broadly different methodologies and a wide variety of outcome measures to validate practices. There is not a common set of clearly defined metrics against which all practices can be judged. Therefore, developing a set of effective practices based on sound research and data-based evidence requires a careful analysis and assessment of diverse research methodologies and a variety of outcome measures.

In addition, the literature that attempts to synthesize the varied research and summarize the effective practices for developmental education is becoming dated. While new studies are continually being produced in a variety of specific areas, more comprehensive efforts to draw summative conclusions about effective practice in the field are not keeping pace with the emerging methodologies, evolving research, and changes in the basic skills populations (the most notable exception being Hunter Boylan’s “What Works in Developmental Education,” published in 2002).

Equally important, much of the most significant research happens at the institutional level and either goes unreported or is not readily duplicated to validate its application beyond an individual institution. The examples of good practice drawn from California community colleges by the Center for Student Success are cited in this guide to highlight the use of a number of the effective practices identified in this guide to produce verifiable evidence of improved student performance. We must continue to
develop the collaboration within the community college system to share our examples of good practice and benefit from individual institutional research.

We must also continue to refine the way we evaluate successful outcomes. Good faith efforts to evaluate effectiveness of various interventions too often fall prey to errors in research design or faulty assumptions regarding the validity of outcome measures. For example, a lack of improvement in student grade point average or course success may be the result of variability in faculty grading rather than a lack of effect for a particular programmatic innovation. In every analysis, it is important to examine the entire system and any underlying variables that might affect our assessment results. The promotion of effective practices beyond individual colleges requires good research to support the adoption of these practices across institutions.

The principles contained in this research have the potential to transform institutional efforts not only in developmental education but also in transfer and occupational programs.

While this study focuses primarily upon research and practice in developmental education, the results of this analysis can be applied to a wider range of institutional efforts. The effective practices described in this guide include a broad range of approaches to classroom pedagogy that result in greater student success. As noted above, the students in our basic skills programs become the students in our transfer and occupational programs, and frequently those students are concurrently enrolled in developmental and college-level course work. Equally important, the students who enter our colleges with better preparation for college-level studies are no less in need of the effective instructional methodologies than the students entering with weaker skills.

Common sense suggests that some—perhaps many—of the effective practices identified in this study would result in measurable improvements in the outcomes for students at all levels of community college instruction. There should not be artificial barriers between the practices used in developmental, occupational, and transfer education. Since research demonstrates that coordinated and focused faculty and staff development is an essential component in any endeavor to improve instruction, staff development activities related to these effective practices should be extended to include all faculty and staff.

There is a renewed, vital, and significantly increased commitment to meeting the needs of basic skills students and this commitment provides new opportunities to fulfill our mission.

The initiatives that this guide represents speak to the power and opportunity we have to transform our programs and services to better serve all of our students. For the first time, the 2006-07 state budget included categorical local funding to address the needs of basic skills students. The Basic Skills Initiative is funded by the California Community Colleges Chancellor’s Office using specially designated funding in the state budget. This guide came about as a collaboration among the Chancellor’s Office, the Academic Senate for California Community Colleges, and the RP Group, with guidance from representatives of Chief Instructional and Student Services Officers as well as many dedicated faculty and administrators who are deeply committed to our mission.

Similar collaborations among constituencies on individual college campuses are fostering renewed energy and commitment to meeting the challenges of improving student learning in basic skills and extending the use of effective practices to the full range of college programs and services. The level of interest that this study and the related statewide and local initiatives have already generated clearly suggests that California community colleges are beginning a new chapter in their efforts to provide a major pathway to higher education for all students.
Introduction

As referenced in numerous places in this document, research has fairly consistently demonstrated that the historical "one instructor, one classroom, limited suite of support services" model to developmental education is not particularly effective. However, it is still the prevalent model offered to the vast majority of our California community college students. Many of the effective practices identified in the literature review can be found interspersed on campuses throughout California, most commonly with relatively small programs addressing limited numbers of students. There are many reasons for the fairly restricted occurrence and scope of these programs, including:

- limited awareness about the literature and its findings;
- a need for paradigm shifts in the thinking of campus administrators, faculty, and staff;
- a concomitant need for organizational change;
- a lack of historically detailed institutional research to provide hard data evaluating program results; and
- a desire to pilot programs to determine effectiveness, often without sufficient institutional commitment to evaluate potential efficacy.

On the flip side, as is noted in the literature review, a significant amount of data exists which suggests that these alternative approaches are successful. In addition to the national literature, more locally, the Center for Student Success Web site summarizes a wide range of these programs, many of which have hard data indicating success. Further, after noting the largely depressing data on the effectiveness of the traditional model of developmental education in seven California community colleges, Johnstone (2003) also summarized a number of innovative alternate approaches in place at these seven colleges, each of which had hard data indicating increased achievement of student outcomes.

In addition to the reasons cited above for the relative dearth of reach of alternate approaches, arguably the most critical factor historically limiting them has been their perceived cost to the
The goal of this section is to provide a different way of thinking about the cost of colleges of these alternate programs. What follows is an investigation of this incremental revenue approach to considering the cost of these programs, including a description of a simple modeling tool that we have developed using Microsoft Excel to look at the potential additional revenue these alternate programs may generate. The goal of this section is to provide a different way of thinking about the cost to colleges of these alternate developmental education programs. This approach is not without its parameters and caveats, but as colleges look to potentially expand small programs to more systematically improve developmental student outcomes, we feel that this different perspective is very important.

The Incremental Revenue Approach

For the purposes of this approach, we will assume that the traditional model of one instructor in one classroom for a standard class time is the benchmark against which we can measure the costs and incremental revenue associated with alternate programs such as learning communities, supplemental instruction, structurally required tutoring, dedicated counseling support, and the like. The overall idea, then, is to estimate and account for the incremental or additional annual costs and revenue associated with a given program that are incurred because the approach is different from the traditional model. There tends not to be much controversy about associating costs with the alternate programs; it is really in associating revenue that there has been little attention devoted.

If these alternate developmental education programs are successful, they produce not only higher rates of success in individual courses but also increased retention, persistence, progression to college-level coursework, and degree/transfer rates. Clearly, these outcomes are desirable from the standpoint of the mission of the college and the entire system, but there are also tangible economic benefits to be realized for the individual campuses. Specifically, these more successful and persisting students would produce downstream Full-Time Equivalent Students (FTES) that accrue as they progress through their developmental education work successfully, persist, achieve college-level work, and graduate/achieve transfer readiness at higher rates. This additional FTES generates additional apportionment revenue to the college at the rate of roughly $4,361 per FTES, which may very well offset much if not all of the incremental costs of some of these programs. As will be noted below, this revenue is not unencumbered by costs, but some significant portion of the revenue would be able to offset program costs.

It should be noted that this approach to calculating apportionment revenue from successful special developmental education program students is not without its caveats. A primary concern is that this analysis is somewhat problematic if a college is near or above its enrollment cap. A couple of years ago, when most of the colleges in the system were at or above their targets, this concern would have been much more immediate than it is now. In fact, at the moment, expanding these alternate developmental education programs might very well help colleges address their declining enrollments by increasing persistence and college-level achievement rates. However, if these
programs are extremely successful and applied to a larger cadre of students, the problem of caps would again become real. While this would be a good problem to have, as it would be caused by students being more successful, persisting, and achieving their educational goals, the system would need to account for this increase in FTES.

As an observation, however, we would hesitate to identify successful developmental education programs as the reason a college exceeded a cap number, with the myriad of segments that make up enrollment at our colleges. Additionally, we would observe that in a sense, current enrollment caps are at least partially based on our historical failures as a system at fostering the progression of developmental education students to college-level work and eventually to graduation and/or transfer. These rates of achieving college-level success are commonly less than 10 percent for students at the lowest levels and in the 30-40 percent range for students in the middle/upper levels. If we transform our system and become much better at improving these rates, we will need to address the cap issue that will emerge from this success.

Another important observation is that we are in no way claiming that the current level of funding for the standard suite of instruction and services is adequate. We are comparing costs and downstream revenue from these non-traditional basic skills programs to the standard programs; however, a team led by John Spevak and Hoke Simpson on the Real Cost Project (2003) has noted that the “real cost” of providing instruction and services in California for each FTES under the traditional model is actually over $9,000. Given that the colleges are currently reimbursed at $4,361 per FTES, there is clearly a structural problem that results in students not receiving the full suite of even the standard services. This becomes more critical as we think about expanding special programs to a wider audience.

Excel Model Instructions

To illustrate this line of thinking, we have created a model in Microsoft Excel that can be fairly easily applied to any alternate basic skills program. Users have the opportunity to assign personnel and fixed costs to the program. Then, with a small amount of institutional research on incremental FTES associated with the program, potential revenue generated by the more successful students with higher retention rates that emerges from the alternate program can be estimated. In the end, these models can be utilized to help college decision-makers understand the potential cost/benefit implications of expanding existing programs or developing new ones.

SECTION 1 Enter the number of students served in the program annually.

SECTION 2 Enter the Position Title (A), % FTE (B) and Salary (C) for any incremental personnel associated with the program over and above what a traditional program would incur. The Prorated Salary (D), Benefits (E), and Cost (F) will be calculated automatically. If you wish to use a separate benefit ratio, you can change the formulas in (E) to reflect a figure other than 35%.

SECTION 3 Enter any costs of incremental hourly personnel associated with the program over and above what a traditional program would incur, including student and/or professional tutors. You can enter data for Number of Employees (B), Hourly Rate (C), and Annual Hours per Employee (D), and the model will calculate the cost in (E) automatically. As an alternate approach, if you have a yearly budget or line item cost and don’t have cost amounts broken out this way, simply enter the total directly into (E), overriding the formula.
SECTION 4  Enter a description of any incremental fixed-cost items associated with the program (A) and their annual cost (B) over and above what a traditional program would incur. This may include equipment, supplies, and facilities. We would suggest amortizing any equipment costs such as computers purchased every four years to an annual figure in whatever manner you see fit.

We also acknowledge that estimating facility costs may be somewhat complex. In the end, we would emphasize that this type of approach attempts to estimate costs of these alternate programs relative to the traditional model. That is, is any space utilized by this program creating a cost elsewhere on the campus by “displacing” a separate program/office? We could conceive of situations where there is ample space on campus and operationally there is no cost to providing a learning community program with office space. On the flip side, on campuses with serious space constraints, there may be a very real facilities cost to such a dedicated office or student meeting space. In the end, it is up to each campus to determine whether they wish to associate facility costs to these programs.

SECTION 5  In this cost summary, the costs from Sections 2, 3, and 4 are summarized and totaled here, providing an annual cost of the program.

SECTION 6  This is the pivotal section for the revenue side of the analysis. If these alternate programs are successful, students will have increased levels of course success in the initial developmental course, increased rates of persistence to future developmental and other coursework, a greater developmental coursework completion rates, increased readiness for college-level work, and finally increased success and persistence in their college-level coursework. From a revenue standpoint, each of these increases would result in increased Weighted Student Credit Hour (WSCH) for each student, which would translate into increased revenue through FTES reimbursement.

For the model, then, the key metric is to enter actual or estimated downstream subsequent WSCH from both students in the alternate program and students in a control group under the traditional model. Clearly, it would be ideal to enter actual figures, and we would expect that most Institutional Research offices would be able to provide these figures. If you do not have this data, you can still use this section; see below for advice on how to estimate these figures. If you do have access to this data, you will need to enter four data points in this section, with four calculated automatically:

1. Students served in the program annually: the same as in Section 1.

2. Subsequent WSCH from students in the program: the WSCH generated from students in the program in the semester/quarter they start the program and subsequent semesters/quarters. This is a critical distinction; you do not want to include lifetime WSCH for students in semesters/quarters before they enter the program. We would suggest tracking forward as far as you can go, but at least three years would be ideal.

3. Students in the control group: a control group needs to be formed for the tracking of subsequent WSCH as well. Many approaches could be taken to forming this control group. Using an English basic skills learning community that pairs English 100 with a Counseling course as the example, the simplest approach would be to form the control group by taking all students in English 100 in the given quarter/semester who are not in the basic skills learning community program. A more complex route would be to match students in a control group to students entering the learning community on demographic variables, units taken, or other factors. Aside from concern from a statistical standpoint about extremely small groups, the size of the control group doesn't matter; the model will account for this in its calculations.
4. Subsequent WSCH from students in the control group: the same as in #2, but for the control group.

5. Incremental WSCH from students in program: calculated automatically, with an adjustment for the relative sizes of the control group and the program group. Thus, if the control group and program group are the same size, this figure is simply the difference in WSCH between #2 and #4. In cases where the control group size and the program group size are different, the figure calculated in this cell indicates the theoretical difference if the control group were the same size as the program group.

6. Percentage increase in WSCH from the program: calculated automatically and adjusted to the number of students in the control group.

7. Incremental FTES from students in the program: translates WSCH to FTES automatically.

8. Potential revenue from FTES: calculated automatically.

If you don’t have the data available for #2 and #4, or if you want to compute “what if?” scenarios with various WSCH increases, you can simply enter the number of students in the program in #1, enter the same number of students for a control group in #3, and then enter estimates for #2 and #4. By doing so, you can manipulate the size of the increase to determine the potential impact on FTES and revenue. Note that it is the absolute difference between #2 and #4 that determines the incremental WSCH (#5) and thus the incremental FTES (#7) and potential revenue (#8), while the relative sizes of #2 and #4 as well as the absolute difference will determine the percentage increase (#6).

These latter three figures in Section 6 (#6 through #8) are the keys to this analysis, and in many cases will reveal that supposedly expensive programs either go a long way towards recovering their costs or in fact fully recover costs and create additional revenue.

Regarding potential revenue from FTES (#8), it should be noted that this potential revenue is not free and clear from a cost standpoint. First, there will likely be additional instructional costs for students who are successfully retained and made ready for college-level courses. Certainly this is a good “problem” to have. Many if not most of these students may very well fill non-full classrooms, but there certainly will be a need to open some additional sections, which then incurs instructional costs. Ironically, these costs will be relatively higher at more efficient schools, where a higher majority of classes are full or nearly full. Conversely, many of these successful basic skills students will likely funnel into highly productive programs in the general education sequence (i.e., large lecture courses), so the cost may not be as high as it would be in other domains of the curriculum.

Secondly, as with all revenue generated from FTES, there is an associated overhead cost. Estimating this overhead is very complex, especially for “incremental” FTES that may or may not increase a college’s infrastructure. Different campuses would estimate this figure with quite different methods; as such, we have not attempted to designate a methodology to investigate this overhead cost. We would argue, however, that a significant portion of this FTES revenue could be conceived as available to offset program costs. In our internal discussions and conversations with various observers, estimates for the percentage of this FTES revenue that can be referred to as “profit” available to offset program costs ranged from 40 percent to 75 percent.
Real-World Examples of Excel Models
In Appendix I for this section, we have included real-world examples of the models with real data from four campuses to demonstrate how this framework can be implemented for different types of alternate basic skills approaches. The samples are included to provide examples of the types of costs and incremental FTEs that a campus might encounter in these types of programs; each campus's program might vary widely both in cost and effect on students success. The ultimate value in this approach is to customize these models for the existing or proposed programs on each campus with real costs and incremental WSCS/success rates.

The colleges and programs included are:

- Cerritos College’s Learning Communities Program
- Chaffey College’s Service Learning Program
- De Anza College’s Math Performance Success Program (Dedicated Counselor, Increased Time on Task)
- Foothill College’s Pass the Torch Program (Supplemental Instruction)

AN IMPORTANT NOTE: Given that individual colleges will have different methodologies for computing metrics and as well as different approaches to estimating the various parameters in the model, these models should not be used to compare programs across colleges. Ultimately, the value of this tool is that colleges can internally use it in a customized fashion to explore the cost/revenue relationships of the various programs within their college.

Final Thoughts

So where does this leave us? The bottom line, in our opinion, is that for many of our special basic skills programs, this type of analysis demonstrates that these programs are nowhere near as large a financial burden as is commonly conceived. In fact, in the case of some particularly efficient alternate programs, they very well may have a net financial benefit to the college. Although we certainly wouldn’t suggest that a single approach will work for our diverse student populations, we would expect that a mix of programs would have the benefit of both matching student needs and potentially blending more cost-effective alternate approaches with more expensive approaches.

Finally, given what the research has told us about the success of the traditional model and that of many of these alternate approaches, and for the moral, ethical, and societal reasons mentioned previously, we feel that the individual colleges as well as the Community College System as a whole should attempt to investigate strategies to institutionalize these alternate approaches. Certainly there are a range of issues that enter the picture as we talk about institutionalizing these alternate programs, including the issue that larger programs will undoubtedly experience at least some decrease in incremental success rates. However, it seems as if this direction of inquiry is valuable for the wide range of reasons cited in this report, and we are hopeful that this angle of analysis can spur additional consideration for these programs.
Appendix: Sample Models with Actual Data

Model 1: Learning Communities at Cerritos College

Section 1: Students Served in Program

Section 2: Incremental Salaried Personnel Costs of Program

<table>
<thead>
<tr>
<th>A. Position Title</th>
<th>B. FTE</th>
<th>C. Salary</th>
<th>D. Prorated Salary</th>
<th>E. Benefits @ 35%</th>
<th>F. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2.</td>
<td>0.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>3.</td>
<td>0.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>4.</td>
<td>0.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>5.</td>
<td>0.00</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Salaried Personnel Costs: $0

Section 3: Incremental Hourly Personnel Costs

<table>
<thead>
<tr>
<th>A. Type of Hourly Personnel</th>
<th>B. No. of Hourly Employees</th>
<th>C. Hourly Rate</th>
<th>D. Annual Hours Per Employee</th>
<th>E. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Faculty Stipends</td>
<td></td>
<td></td>
<td></td>
<td>$7,250</td>
</tr>
<tr>
<td>2. Adult Hourly</td>
<td></td>
<td></td>
<td></td>
<td>$2,567</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Hourly Personnel Costs: $9,817

Section 4: Incremental Fixed Costs

<table>
<thead>
<tr>
<th>A. Item</th>
<th>B. Annual Cost/Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Instructional Supplies</td>
<td>$2,460</td>
</tr>
<tr>
<td>2. Non-instructional Supplies</td>
<td>$4,000</td>
</tr>
<tr>
<td>3. Contract Services</td>
<td>$1,540</td>
</tr>
<tr>
<td>4. Consultation Services</td>
<td>$1,000</td>
</tr>
<tr>
<td>5. Travel and Conference</td>
<td>$2,800</td>
</tr>
</tbody>
</table>

Total Fixed Costs: $12,700

Section 5: Incremental Cost Summary

<table>
<thead>
<tr>
<th>A. Item</th>
<th>B. Annual Cost/Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salaried Personnel Costs</td>
<td>$0</td>
</tr>
<tr>
<td>2. Hourly Personnel Costs</td>
<td>$9,817</td>
</tr>
<tr>
<td>3. Fixed Costs</td>
<td>$12,700</td>
</tr>
</tbody>
</table>

Total Program Costs: $22,617

Section 6: Incremental WSCH from Program

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Students in Program Annually</td>
<td>424</td>
</tr>
<tr>
<td>2. Subsequent WSCH from Students in Program</td>
<td>357,459</td>
</tr>
<tr>
<td>3. Students in Control Group</td>
<td>2,279</td>
</tr>
<tr>
<td>4. Subsequent WSCH from Students in Control Group</td>
<td>1,805,681</td>
</tr>
<tr>
<td>5. Incremental WSCH from Students in Program</td>
<td>21,519</td>
</tr>
<tr>
<td>(N-adjusted to Program size)</td>
<td></td>
</tr>
<tr>
<td>6. Percentage Increase in WSCH from Program</td>
<td>6%</td>
</tr>
<tr>
<td>7. Incremental FTES from Students in Program</td>
<td>41.0</td>
</tr>
<tr>
<td>8. Potential Revenue from FTES @ $4,361/FTES</td>
<td>$178,748</td>
</tr>
</tbody>
</table>
# COMET Project Status Report
May 15, 2007

<table>
<thead>
<tr>
<th>Tasks Planned for the Previous Period</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. ODS Technical Training for Reporting – Week of 4/30/07</td>
<td>3. ODS Technical Training Completed</td>
</tr>
<tr>
<td>5. Banner Finance and HR Training – Week of 5/7/07</td>
<td>5. Banner Finance and HR Training Completed</td>
</tr>
</tbody>
</table>
## COMET Project Status Report

**May 15, 2007**

<table>
<thead>
<tr>
<th>Tasks Planned for the Next Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AppWorx (Job Scheduler) Installation and Training</td>
</tr>
<tr>
<td>2. Web Programming and Development Training (Week of 5/14/07)</td>
</tr>
<tr>
<td>3. Financial Aid Implementation Begins (Week of 5/21/07)</td>
</tr>
<tr>
<td>4. Banner Student Advisory Consulting (Week of 5/21/07)</td>
</tr>
<tr>
<td>5. Banner Finance Data Conversion Support (Week of 5/21/07)</td>
</tr>
<tr>
<td>6. Luminis Test Installation (Week of 6/4/07)</td>
</tr>
<tr>
<td>7. Banner Finance and HR Consulting Continues</td>
</tr>
</tbody>
</table>
Current Risks and Mitigation Strategies

Risk level = High

- Finance Go-Live (July 1, 2007)
- Reporting Tool Selection and Procurement
- Development of Interfaces to Marin County (Payroll, STRS and PERS)
- Development of HR, Student and Financial Aid Modules
- IT Staff Shortage and excessive workloads

Mitigation Strategy

- Scheduled Weekly Testing and Follow Up Meetings with the Banner Finance Consultant
- Contacting SunGard Partner Vendors to Begin the Selection Process
- Met with County Staff to Identify Interface Requirements and Specifications
- Identified a SunGard Technical Consultant to assist and mentor IT staff with implementation
Marin Community College District
Measure C Bond Modernization Program

Modernization Director's Report to Board of Trustees
May 2007

Budget Update
- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Expended to date: $16.5 million (6% of bond spending plan)

<table>
<thead>
<tr>
<th>Construction</th>
<th>$2.5 million</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities assessments</td>
<td>$4.6 million</td>
</tr>
<tr>
<td>Planning / design</td>
<td>$9.35 million ($2.4 m ERP, $2.8 m SMC, $4.15 m other)</td>
</tr>
</tbody>
</table>

- Detailed financial analysis: Completed; new budgets in Paragon!
- Budget transfers: Request in package

Contract Update
- 1 short form contract ratification: Ray's Mobile Modular Service (portable relocation)
- 4 consultant amendments: CSW/Stuber-Stroeh, Alfa Tech, HKIT and RHAA
- 1 construction contract: D&DC Pipelines
- 1 contract termination: Anshen + Allen short form (w/ authorization to negotiate with ED2) submitted this meeting

Schedule Update
- Master schedule: Included in Program Definition Document (PDD)
- Architects' project schedules: Included in long form contracts
- Phasing / swing space planning: Discussions ongoing
- Detailed schedule analysis: Potential delay – Science Complex; other projects on schedule

Planning Update
- Environmental Impact Report: Administrative Draft EIR in preparation; Board presentation scheduled for July
- Sustainability: Sustainability workshops w/ user groups being held; Board workshop on LEED scheduled for June 12
- Final Project Proposal (Gateway): User group charrettes held w/o Apr 30; Board workshop on FPP scheduled for June 12

Design Update - Buildings
- Science/Math/CP Complex: Work stopped pending conclusion of contract impasse
- Fine Arts Building: Schematic design ongoing
- Performing Arts Building: Schematic design ongoing
- PE Complex: CD near completion
- Trans. Technology Complex: Schematic design ongoing
- Main Building Complex: Schematic design ongoing
Design Update - Infrastructure

- PE photovoltaics: Design ongoing
- West Bridge (KTD): Design ongoing
- KTD, IVC Geothermal Fields: Test borings, testing complete
- Creek Erosion Mitigation (IVC): Design ongoing
- Pomo 4 roof, boiler replacement: Minimal design, nearly complete; State funds in

Construction Update

- PE Conduit Crossing Contract to be awarded this meeting

Other modernization topics for future Board meetings (partial list)

- Project labor agreements
- Owner-controlled insurance program
- Contractor prequalification
- Signage
- Schematic presentations for building projects
Spent to Date: $16,450,000
ASCOM President's Report to the MCCD Board of Trustees – 17 April 2007

Elections
ASCOM elections were held between 7 and 10 May. At the time of this writing, the winners had not been announced. Candidates are:
Student Trustee: Hoa-Long Tam, Matt Davis
ASCOM President: Patrick Troup, Inna Shapiro
Vice President: Jessica Sutter
Dir. of Student Activities: Trevor Smyth
Dir. of Public Relations: Renee Sayles

Battle of the Bands
The Battle of the Band event was held and went as planned. One band withdrew from the contest.
Winners are listed below:
1. The Pat Jordan Band
2. Exile
3. St. Laurent

Plus/Minus Grading
ASCOM voted on 26 April to support the implementation of the use of the “+/-” symbols in reporting grades with the exception of the “C-.” The roll call vote was as follows:
Ayes: Dir. of Technology Felix Sargent, Vice President Patrick Troup and Dir. of Student Services Jessica Sutter.
Nays: Treasurer Inna Shapiro
Abstentions: Dir. of Public Relations Renee Sayles
Absent: Secretary Brian Latady, Dir. of Student Activities Pam Scoggins.
There was a motion at the next meeting by Dir. Sutter to reconsider the motion. The motion died without a second.

Sincerely,

Hoa-Long Tam, ASCOM President
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 15, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.B</td>
<td></td>
</tr>
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</table>

**Subject:**
Classified Personnel Recommendations

**Reason for Board Consideration:**

**APPROVAL**

**BACKGROUND:**

The following actions are included in the Classified Personnel Recommendations:

A. Appointment of Classified Personnel
B. 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.

H. Adams & R. Owens are on the non-instructional side of the 50% law.

**RECOMMENDATION:**

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

---

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Adams, Heather</td>
<td>Admin. Asst. to Director of Modernization</td>
<td>1.0</td>
<td>12</td>
<td>04/10/2007</td>
</tr>
</tbody>
</table>

### BACKGROUND INFORMATION:

1. Ms. Adams has accepted the 1.0 FTE/12MPY position of Administrative Assistant to the Director of Modernization effective April 10, 2007. (Note: position paid for out of Measure C Bond funds for duration of Modernization Project.)
## B. RESIGNATION/SEPARATION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>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>Owens, Rebecca</td>
<td>Accountant</td>
<td>1.0</td>
<td>12</td>
<td>Probation</td>
<td>COB 05/01/2007</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Owens was terminated during probationary period effective close of business May 1, 2007.
**BACKGROUND:**

The following actions are included in the Academic Personnel Recommendations:

A. Resignation/Retirement of Academic Personnel

**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
B. RESIGNATION/RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rouda, Frances</td>
<td>Instructor, Disabled Students</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/2007</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Frances Rouda has submitted her resignation for retirement purposes.
BOARD AGENDA ITEM

To:        Board of Trustees
From:      Superintendent/President
Subject:   Short-Term Hourly Positions
Reason for Board Consideration: APPROVAL

Date: May 15, 2007
Item & File No. C.11.D

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.

Teacher’s Aide in the Children’s Center, Lab Assistant III in Biology/Geology, Lab Assistant III in Physiology and Human Anatomy, and Math Lab Tutor in Mathematics are on the instructional side of the 50% law.

Dept. Aide IV in Art, Assistant Theater Manager in the Health Sciences/Nursing Department, 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
<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>Art</td>
<td>Dept. Aide IV – Assist Classified Staff. Reception/Security for art gallery and Peer Counselor for Art/Art History students. Assist instructors in the gallery with Gallery Design &amp; Management classes. Assist with receptions and hangs shows under Director’s supervision.</td>
<td>1</td>
<td>08/14/2007</td>
<td>12/21/2007</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Children’s Center</td>
<td>Teacher’s Aide – Assist classroom teachers with implementing child centered curriculum and maintaining an optimal physical learning environment.</td>
<td>1 KTD</td>
<td>06/18/2007</td>
<td>07/26/2007</td>
<td>$12.00 hour</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 IVC</td>
<td>06/18/2007</td>
<td>07/26/2007</td>
<td>$12.00 hour</td>
</tr>
<tr>
<td>Health Sciences Nursing</td>
<td>Assistant Theater Manager – Assist Classified staff. Assist Theater Manager during RN Program Pinning Ceremony.</td>
<td>1</td>
<td>05/21/2007</td>
<td>05/25/2007</td>
<td>$11.25 hour</td>
</tr>
<tr>
<td>Life and Earth Sciences Biology/Geology</td>
<td>Lab Assistant III – Assist Classified staff. Assist with inventory of labs and Biology Museum.</td>
<td>2</td>
<td>05/29/2007</td>
<td>08/17/2007</td>
<td>$10.75 hour</td>
</tr>
</tbody>
</table>

May 15, 2007
<table>
<thead>
<tr>
<th>Department</th>
<th>Job Title</th>
<th>Hours</th>
<th>Start Date</th>
<th>End Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life and Earth Sciences Biology/Geology</td>
<td>Field Trip Driver – Drive insured vehicles on designated field trips. Great Basin and Range trip dates: 6/1/07 - 6/17/07.</td>
<td>8</td>
<td>05/31/2007</td>
<td>06/17/2007</td>
<td>$150 per field trip per person maximum.</td>
</tr>
<tr>
<td>Life and Earth Sciences Physiology/ Human Anatomy</td>
<td>Lab Assistant III – Assist Classified Staff. Assist with the set up of the labs and their various functions.</td>
<td>2</td>
<td>06/01/2007</td>
<td>07/28/2007</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Math Lab Tutor – Assist Classified Staff. Tutor math lab students.</td>
<td>3</td>
<td>06/18/2007</td>
<td>07/28/2007</td>
<td>$10.75 hour</td>
</tr>
</tbody>
</table>

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.

May 15, 2007
To: Board of Trustees
From: Superintendent/President
Subject: Budget Transfers – Month of April – FY 2006/07
Date: May 15, 2007
Item & File No. C.11.E

Reason for Board Consideration: APPROVAL

BACKGROUND:

The accompanying transfer information includes fifty budget transfers in April, totaling $101,354.90 from Unrestricted Funds. There were two transfers from Unrestricted Reserve for $1,700.00, of which $500.00 was for the purchase of instructional equipment, and one for $1,500.00 was for mileage reimbursement.

There were twenty-seven transfers from Restricted Funds for $57,538.98. There were two additional transfers to Restricted Reserves Contingency, totaling $13,189.00, one for $100.00 to align with the CCCC0 office and $13,089.00 that was set-up to cover possible salary increases.

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>(3,300)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>(9,011)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td>16,044</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>(2,075)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>(43,114)</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>29,968</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>11,489</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
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<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 – FY 2006/07.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>BT #</th>
<th>UNRESTRICTED</th>
<th>REstricted Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1624</td>
<td>(884)</td>
</tr>
<tr>
<td>2</td>
<td>1629</td>
<td>181</td>
</tr>
<tr>
<td>3</td>
<td>1635</td>
<td>1,000</td>
</tr>
<tr>
<td>4</td>
<td>1637</td>
<td>(1,000)</td>
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<tr>
<td>5</td>
<td>1640</td>
<td>(915)</td>
</tr>
<tr>
<td>6</td>
<td>1642</td>
<td>535</td>
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<td>1648</td>
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<td>8</td>
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<td>1656</td>
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<tr>
<td>11</td>
<td>1658</td>
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<td>12</td>
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<td>13</td>
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<td>14</td>
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<td>15</td>
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<td>890</td>
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<tr>
<td>17</td>
<td>1672</td>
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<tr>
<td>18</td>
<td>1673</td>
<td>2,235</td>
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<tr>
<td>19</td>
<td>1674</td>
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<td>632</td>
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<td>21</td>
<td>1709</td>
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<td>23</td>
<td>1711</td>
<td>(47)</td>
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<td>24</td>
<td>1713</td>
<td>(13,089)</td>
</tr>
<tr>
<td>25</td>
<td>1716</td>
<td>11,374</td>
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<td>26</td>
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<td>1,625</td>
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<td>27</td>
<td>1724</td>
<td>750</td>
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<td>1733</td>
<td>9,512</td>
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<tr>
<td>29</td>
<td>1737</td>
<td>39</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND**

(3,300.00) (9,011.02) 16,044.92 (2,075.48) (43,114.14) 29,557.62 11,499.00 - 57,500.64 172,081.88

**TOTAL ALL FUND**

(3,300) (9,011) 16,044 (2,075) (43,114) 29,568 11,489 0 57,500.64 173,781.88

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

- 0
- 0
- 0
- 0
- 0
- 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>
<th>May 15, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No: C.11.F</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Warrant Approval for Month of April 2007</td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Warrant Listing</td>
<td></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 **04/03/2007 through 04/24/2007**, warrants **66835-67326** were issued in the total amount of **$1,432,317.50**.

**RECOMMENDATION:**

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

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
DATE: May 15, 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 66835-67326 in the amount of $1,432,317.50 for all funds for the period 04/03/2007 through 04/24/2007 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 $855,125.31 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>
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</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>19,974,137</td>
<td>16,675,304</td>
<td>3,298,833</td>
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<tr>
<td>Classified Salaries</td>
<td>10,866,016</td>
<td>8,510,056</td>
<td>2,355,960</td>
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</tr>
<tr>
<td>Employee Benefits</td>
<td>9,616,863</td>
<td>7,732,361</td>
<td>1,884,502</td>
<td></td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,363,328</td>
<td>119,145</td>
<td>650,753</td>
<td></td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>5,300,562</td>
<td>394,244</td>
<td>1,419,144</td>
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</tr>
<tr>
<td>Capital Outlay</td>
<td>1,758,184</td>
<td>210,469</td>
<td>1,062,908</td>
<td></td>
</tr>
</tbody>
</table>

| Other Outgo**             | 3,711,417  | 4,249,720  | (538,303) |
| Total                     | 52,590,507 | 723,859    | 10,133,796 |

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

** Includes financial aid awards and inter-fund transfers.
BACKGROUND:

The original Larkspur Annex facility was recently demolished under Project 321A. The one-acre area is now paved and has sewer, water, power and telephone utility services roughed into the site which is planned for use as staging and contractor office trailer compound during the course of Measure C bond modernization program.

Under the prior project, space and utility capacity were set aside to accommodate a modular restroom facility at the Annex. The proposed restroom unit will serve contractor staff housed within the Annex compound as well as Branson School’s faculty, staff, students and visitors using the adjacent Mackey Field facility. The proposed restroom unit reasonably fulfills the District’s obligation to Branson School as generally outlined under the “Guidelines for Administering the Agreement between College of Marin and Branson School” for Agreement of April 30, 2001.

Solicitations were made to local modular vendors. Two used units were found to be available, both through Mobile Modular Management Corporation. The second unit is in a better state of repair and includes a service chase for ease of maintenance. Request for procurement is presented herein for approval, as follows:

Proposed Procurement Order:

(1) 12’ x 40’ DSA Used Modular Restroom $ 67,136

FISCAL IMPACT:

The cost of the trailer will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a Procurement Order to Mobile Modular Management Corporation in the amount of $ 67,136 for the purchase of one used modular restroom building.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07  Consultant: Mobile Modular Mgmt

Project(s) (name and number): Larkspur Annex Restroom #3218
(Procurement)

Type of contract (check all that apply):

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

___ Short form ___ Long form  __ PROCUREMENT

Original _____ or Amendment # __________

Amount of this contract/amendment: $ 107,130

Total amount of contract to date including this amendment: $ 107,130

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

___ Full agreement ___ Changes to agreement Reviewed: ______

___ Appendix A ___ Changes to Appendix A Reviewed: ______

___ Appendix B ___ Changes to Appendix B Reviewed: ______

___ Appendix C ___ Changes to Appendix C Reviewed: ______

___ Appendix D ___ Changes to Appendix D Reviewed: ______

___ Appendix E ___ Changes to Appendix E Reviewed: ______

___ Other backup materials? ____________________________ Reviewed: ______

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

If not, why not? __ PROCUREMENT

Agenda cover page prepared by: JS  Reviewed by: ______

Submittal sign-off:
Program Manager:  DB  Director:  ______

Amendment Checklist  4/26/2007
# Measure C Bond Modernization Program
## Checklist for Consultant Contract Review

### Amendments

<table>
<thead>
<tr>
<th>Question</th>
<th>Reviewed by</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are there changes to the master agreement?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td>N/A</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Appendix A: Is the scope of work consistent with the requirements of the master agreement?</td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Appendix B: Is the fee appropriate to the scope of work?</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Is the fee within budget?</td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td>N/A</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Do the numbers all add up correctly?</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Appendix C: Is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Appendix D: Are the deliverables sufficient to manage the scope of work?</td>
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<td>No</td>
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<tr>
<td>Appendix E: Has the insurance requirement changed?</td>
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<td>No</td>
</tr>
<tr>
<td>Reviewed by legal counsel?</td>
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<tr>
<td>Coordination: cross-check all items in amendment with one another</td>
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### Agenda cover page

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<th>Question</th>
<th>Reviewed by:</th>
<th>Vice President Al Harrison</th>
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<tbody>
<tr>
<td>Is the type of contract clearly defined?</td>
<td>N/A</td>
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<td>Basic or additional service?</td>
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<td>Is the reason for the amendment clearly stated?</td>
<td>N/A</td>
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<tr>
<td>Do the amendment amounts match the amended Appendix B?</td>
<td>N/A</td>
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</tr>
<tr>
<td>Are the project title and number included and correct?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

Amendment Checklist 4/26/2007
BACKGROUND:

Since the expiration of the last contract, our food service vendor, Maki Enterprises, Inc. DBA Campus Bistro, has been operating the College food services at both campuses on a month-to-month basis. Maki Enterprises, Inc. has requested that we enter into a formal lease agreement, which we are submitting to the Board for approval.

Staff have met with Maki Enterprises, Inc. to identify the agreement terms and services desired. The term of this agreement is for one year, effective June 1, 2007 through May 31, 2008. The agreement will automatically renew for one year, upon the agreement of both parties. Maki Enterprises, Inc. will pay the District 3% of annual sales up to $300,000, 3.5% of sales between $300,000 and $400,000, and 4% of sales of $400,000 and above.

Staff also collaborated with student leadership and have their support of this arrangement. A copy of the food service agreement and a letter of support from Student Trustee, Kelea Sandfort, are attached.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve entering into agreement with Maki Enterprises, Inc. for food services per the attached agreement.
Food Services
Conditions and Agreement

This is an Agreement between the Marin Community College District, a public community college district (hereinafter "District"), and Maki Enterprises, Inc. dba Campus Bistro (hereinafter "Vendor") operated by Mohammad Reza Pouransari, and Leila Gheselbush, husband and wife, relating to the furnishing of food services at the District's Kentfield, as well as Indian Valley Campuses.

1. Terms of Agreement – The terms of this Agreement shall commence on June 1, 2007, and terminate on May 31, 2008. If both parties are satisfied by this date (May 31, 2008), this Agreement to be automatically renewed for additional one year consecutive, unless the Vendor is notified of termination in writing by the District.

2. Termination- Either party may terminate this Agreement for a good cause, at any time by delivering written notice of termination to the other party not less than 120 days prior to ending of any spring or fall semester.

3. Food Service- Vendor shall provide food services, including caterings at the District's Kentfield and Indian Valley Campuses in the District's Facilities presently used for food service preparations and services. The services shall be provided as follows:

Kentfield Campus:

Hours of operation: Monday through Thursday, 7:30 AM to 8:00 PM, Friday, 7:30 AM to 1:00 PM. Modified hours during summer session.

Indian Valley Campus:

Monday through Friday, 9:30 AM to 2:30 PM, closed during summer session.
The use of the District's Kitchen facilities is for use of preparation food for the District only. Any other use is prohibited unless by an express written permission by the District.
4. **Employees**- Vendor shall employ labors necessary to provide food services. Vendor shall provide the District, certification that all employees are free from Tuberculosis. Vendor shall provide a fingerprint record of each employee to the District.

5. **Marketing**- Vendor shall develop and implement a comprehensive marketing plan designed to increase sales of food and awareness of the food services available. Vendor shall initiate a food service committee, which shall include representatives from the District’s Administration and student body members, to guide the direction of the campus dinning services.

6. **Food pricing and Menu Items**- Vendor may request price adjustment based upon his increase in costs for foods and labor, to the food committee. Vendor will not increase prices without the written permission from the District. The District reserves the right to approve all menu items.

7. **Payment**- Vendor shall pay to the District three percent (3%) of annual sales proceeds up to $300,000 (three hundred thousand Dollars), (3.5%) of annual sales between $300,000-$400,000, and (4%) of the sales of $400,000 and above. Vendor shall pay such amount on a quarterly basis by each October 1st, January 1st, April 1st, and July 1st. The District may audit any and all Vendor records upon ten (10) days notice.

8. **Surety**- Vendor shall provide to the District a cash deposit in the amount of seventy five hundred Dollars ($7,500), In the event of non-performance by the Vendor. This deposit will receive legal annual interest, which will be paid or credited to the Vendor on a quarterly basis.

9. **Independent Contractor**- Vendor, in performing his duties under the Agreement, is an independent contractor. He has control over his work and the manner in which it is performed. Vendor is not an employee or agent of the District, and is not entitled to any sick leave, vacation, or health and welfare benefits established by the State Statues, or Board policy for the employees of the District.

10. **Workers’ Compensation Insurance**- Vendor shall procure workers’ Compensation insurance in conformance with the laws of the State of California covering all of his employees.
who may be employed for any purpose connected with the operation and management of the food service program at the District and shall provide proof of such coverage to the District's Office.

11. **Non-Discrimination**- Vendor shall not discriminate because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex, as defined by applicable laws in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activity concerning food service personnel.

12. **Hold Harmless**- Vendor shall indemnify, hold harmless, and defend the Marin Community College District and its Board of Trustees, Officers, Agents, and Employees from and against all claims, damages, losses, and expenses, including reasonable costs and attorney's fees, arising out of or resulting from Vendor performance under this Agreement, except only such injury or harm as may be caused solely and exclusively by the District's fault or negligence.

13. **Insurance**- Vendor shall obtain and keep in force during the terms of this Agreement, for the protection of the District and Vendor, comprehensive general bodily injury and property damage liability insurance in the combined single limit of not less than $1,000,000, including but not limited to personal injury liability, Board from property damage liability, blanket contractual liability and products liability, covering only the operations and activities of Vendor under this Agreement, and shall deliver a certificate evidencing such policy or policies to the District upon the execution of this Agreement by both parties. The insurance policy or policies shall contain a covenant by the issuing company that they shall not be cancelled unless thirty (30) days written notice of cancellation is given to the District. The policy or policies shall further contain an Endorsement naming the Marin Community College District as an additional insured, only with respect to Vendor under this Agreement.

14. **Sanitation**- Vendor shall be responsible for the usual and customary cleaning and sanitation of the District's food service facilities. Vendor shall be responsible for housekeeping and sanitation in the food preparation areas,
storage, servicing areas, and shall be responsible for the cleaning and sanitation of dishes, pots, pans, utensils, and equipment, and similar items. The District shall be responsible for the cleaning and repair of all ceilings, ceiling fixtures, air ducts, and windows. The District shall also be responsible for the stripping and waxing of the dining area floor, and shampooing of the faculty lounge carpeting. Vendor is responsible for the daily cleaning of the dining area, including tables and floors. Vendor shall maintain adequate fire extinguishing equipment for the food services areas and shall be responsible for the removal of refuse created by the food service operations. Vendor must provide, at his own expense, garbage can liners for all garbage and trash receptacles, and contract for a covered dumpster, which is emptied on a regulars basis. Vendor shall be responsible for the cleaning and upkeep of the hood vent and exhaust system. The District will provide, at the sole expense of the District, utilities and pest control services for the kitchen and dining areas.

15. Notice- Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be either served personally or sent by United States Registered or Certified Mail, postage prepaid, with return receipt request, address to the other party as follows:

Notices to the District:

Marin Community College District
Vice President, Business Services
835 College Avenue
Kentfield, California 94904

Notices to the Vendor:

MohammadReza Pouransari
Leila Ghoseibash
Maki Enterprises, Inc.
Campus Bistro
835 College Avenue
Kentfield, California 94904
16. **Assignment**: Vendor may assign this Agreement only with the express written concurrence of District.

17. **Equipment**: The District shall be responsible for the general maintenance and replacement of all major appliances. The District will make available to Vendor the complete inventory of the existing small wares.

MohammadReza Pouransari

[Signature] Date: 3-27-07

Leila Gheselbash

[Signature] Date: 3/27/07

Marin Community College District

By: ___________________________ Date:
College of Marin
STUDENT SENATE

March 20, 2007

To Whom It May Concern:

As a student and as a representative of the students of College of Marin, I am writing to recommend that the cafeteria here at the Kentfield campus be supported in whatever way necessary in order that it may continue to operate and perform services for our campus.

I began as a student here in 1996 and therefore recall the poor quality of service that was being offered by prior vendors in the cafeteria. To my delight, the present vendors are not only better than the prior vendors, but they are providing a conscientious, top quality, and outstanding service which is greatly appreciated by all constituencies on campus.

The current vendors are outstanding in many ways. They keep their service area immaculate and aesthetically pleasing. They help students whenever they need catering. When students make special requests of any sort, the current vendors make whatever effort necessary in order to fulfill the students’ wishes.

Sincerely,

[Signature]

Kelea Sandfort
Student Trustee
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees                           Date: May 15, 2007
From: Superintendent/President

Subject: Agreements with Perry-Smith LLP for 2006/07 Audit Services

Reason for Board Consideration: APPROVAL

Enclosure(s): BP 6.0004 Annual Audit

BACKGROUND:
Perry Smith LLP has submitted three proposed agreements to conduct the financial audits for the College of Marin and College of Marin Foundation for the fiscal year ending June 30, 2007 and review of the agreed upon procedures for Measure C for the period January 1, 2007 through June 30, 2007.

Proposed fees are listed below along with contract amounts from the 2005/06 audit services.

<table>
<thead>
<tr>
<th>2006/07 Proposed Fees</th>
<th>2005/06 Contract Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Financial Audit 2006-07</td>
<td>$45,000</td>
</tr>
<tr>
<td>College of Marin Foundation Audit</td>
<td>8,500</td>
</tr>
<tr>
<td>Measure C Review June 30, 2007</td>
<td>6,250</td>
</tr>
</tbody>
</table>

The auditing firm of Perry-Smith LLP has performed annual financial audits for the College of Marin for the past three years, per an agreement approved by the Board of Trustees in June 2004. Perry-Smith has also conducted audits for the College of Marin Foundation for the past two years as well as performed agreed-upon procedures for Measure C starting in 2004/05.

Approval of these proposals for one additional year will result in Perry-Smith LLP having audited the District’s records for a period of four years. Staff is aware that the Board does not desire to allow a single auditing firm to provide audit services for a period greater than four years. Because of the significant changes the College is implementing in the 2007/2008 fiscal year: Banner Finance, Banner Human Resources, Banner Students and rewriting interfaces with the Marin County Office of Education, a change in auditors at this time would present an undue hardship on the staff resources. Therefore, staff recommends using the services of Perry-Smith LLP for one additional year, which falls within the Board’s parameters for auditing services.

Staff will solicit proposals for audit services for 2007/08 in the Fall of 2007.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees authorize staff to enter into agreements with Perry-Smith for auditing services described above for 2006/07.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT

BOARD POLICY

**ANNUAL AUDIT (EC 84040; 5 CAC 58300, 58308)**

6. 0004

In accordance with statutory requirements and good business principles, the financial activities of the District shall be subject to audit each fiscal year by a firm of Certified Public Accountants.

The audit shall cover the general financial operations of the District, Associated Student Body Fund operations, and the Federal Aid Program operation.

The Superintendent/President shall recommend annually to the Board a qualified firm of Certified Public Accountants to conduct the District's annual audit and other appropriate accounting and auditing services as required by the Board. The Board shall determine the selection of the independent auditor.

As required by statutory regulations, the Board shall receive by November 15 of each fiscal year the annual audit for the previous fiscal year. This date may be extended to December 31 for justifiable cause upon written request by the auditor and approval by the County Superintendent of Schools (EC 84040).

---

Adopted: Board of Trustees
July 29, 1981

Revised: Board of Trustees
March 12, 1985
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 15, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>Resolution for Consolidation and Services – November 6, 2007 Election</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>APPROVAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Four full-term Board of Trustee positions will be up for election the November 6, 2007 election.

The District needs to pass the attached Resolution for Consolidation and Services relative to this election.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the Resolution for Consolidation and Services relative to the November 6, 2007 election of four College of Marin Board of Trustee positions.

Administrator Initiating Item  Dr. Frances L. White, Superintendent/President
RESOLUTION NO. 5/15/07 C.12.C

RESOLUTION OF THE GOVERNING BODY OF THE

Marin Community College District

PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE
WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE;
AND
REQUESTING ELECTION SERVICES BY THE REGISTRAR OF VOTERS

WHEREAS, it is the determination of said governing body that a Consolidated General Election to be held on the 6th day of November, 2007, at which election the issue to be presented to the voters shall be:

To elect members to the governing body

Number of Regular Term Governing Board Member Positions (4 years) ____ 4

Number of Short Term Governing Board Member Positions (2 years) ____

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Marin is hereby requested to:

1) Consolidate said election with any other applicable election conducted on the same day;

2) Authorize and direct the Registrar of Voters, at governing body expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED at a regular meeting of the governing body on the ___ day of ______, 2007 by the following vote, to wit:

AYES:
NOES:
ABSENT:

________________________________________
CHAIRMAN, BOARD OF DIRECTORS

ATTEST: ________________________________
Secretary
**BACKGROUND:**

The Reed Unified School District approached the District on April 10, 2007 about the availability of 5 modular DSA classroom units for a nominal price of $1.00 each. The replacement value is estimated at $540,000 ($120/SF). This offer was contingent on the ability to pick up and deliver the modular units to the District as fast as possible. The District was in competition with other school districts in Marin and time became of the essence. The District solicited proposals from 3 specialty vendors to remove and transport the units to the Larkspur Annex.

Ray’s Mobile Modular Service submitted the winning proposal with a price of **$47,000**.

The Board is asked at this time to approve a short form contract for this work.

**FISCAL IMPACT:**

A short form contract in the amount of **$47,000** will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve a short form contract for Ray’s Mobile Modular Service for the pick up and delivery of 5 modular DSA classroom units in the amount of **$47,000**.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07  Consultant: Ray's Mobile Modular Service
Project(s) (name and number): Relocation Services # 850A
Type of contract (check all that apply):

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

Original ☑ or Amendment # _________

Amount of this contract/amendment: $ 47,000
Total amount of contract to date including this amendment: $ 47,000

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

- Full agreement ☑ Changes to agreement Reviewed: ________
- Appendix A Changes to Appendix A Reviewed: ________
- Appendix B Changes to Appendix B Reviewed: ________
- Appendix C Changes to Appendix C Reviewed: ________
- Appendix D Changes to Appendix D Reviewed: ________
- Appendix E Changes to Appendix E Reviewed: ________
- Other backup materials? SHORT FORM AGREEMENT Reviewed: DOJ

Legal review required? Yes ☑ No ☐ If yes, counsel's initials: ________
If not, why not? RATIONALE IS SHORT FORM AGREEMENT

Agenda cover page prepared by: DE Reviewed by: DOJ

Submittal sign-off:
Program Manager: DOJ Director: AMC

Amendment Checklist 4/26/2007
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

**Amendments**

- **Are there changes to the master agreement?**
  - Yes: No
  - N/A: Yes: No

- **Appendix A: Is the scope of work consistent with the requirements of the master agreement?**
  - Yes: No

- **Appendix B: Is the fee appropriate to the scope of work?**
  - Yes: No

- **Is the fee within budget?**
  - Yes: No
  - N/A: Yes: No

- **Do the numbers all add up correctly?**
  - Yes: No

- **Appendix C: Is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?**
  - Yes: No

- **Appendix D: Are the deliverables sufficient to manage the scope of work?**
  - Yes: No

- **Appendix E: Has the insurance requirement changed?**
  - Yes: No
  - N/A: Yes: No

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

---

**Agenda cover page**

- **Is the type of contract clearly defined?**
  - Yes: No
  - Basic: Add’l

- **Is the reason for the amendment clearly stated?**
  - N/A: Yes: No

- **Do the amendment amounts match the amended Appendix B?**
  - N/A: Yes: No

- **Are the project title and number included and correct?**
  - Yes: No

---

Amendment Checklist

4/26/2007
COLLEGE OF MARIN
MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue,
Kentfield, CA 94904
SHORT FORM OF PROFESSIONAL SERVICES AGREEMENT

SPECIALIST:
Ray’s Mobile Modular Services
P.O. Box 310, Byron, CA 94514
Ph: 925-417-7450  Fx: 925-417-7498

I. SCOPE OF THE SERVICES

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

1. Moving five (5) portable modular DSA approved classroom units from: 277 Karen Way, Tiburon, CA to College of Marin, Kentfield Campus, Kentfield, CA

2. Assembling three (3) or four (4) portable modular DSA classroom units at the Kentfield Campus at locations to be determined by District. The balance of units to be stored at 1144 Magnolia Ave, Larkspur, CA (COM Annex)

II. COMPENSATION FOR SERVICES

Specialist’s total compensation for Services performed under this Agreement is $45,847.00 per attached schedule of rates and charges, with a guaranteed not to exceed price of $47,000.

III. SCHEDULE OF PERFORMANCE

Specialist shall commence the Services by April 23, 2007 and complete the Services by May 18, 2007.
IV. TERMS AND CONDITIONS

(1) SPECIALIST shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) Agreement number must appear on all invoices and correspondence. Send invoices in duplicate to:
   Marin Community College District,
   Swinerton Management and Consulting
   835, College Avenue,
   Kentfield, CA 94904

(3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(4) SPECIALIST must comply with Appendix A.

(5) SPECIALIST has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(6) This instrument is void to the extent it requires payment by the District of more than $47,000.00

SPECIALIST

MARIN COMMUNITY COLLEGE DISTRICT

_____________________________  ______________________________
Jerry Glenn                                      Date
Principal                                        Date

_____________________________  ______________________________
Al Harrison                                      Date
Vice President Business Services
GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Specialist and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Specialist and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Specialist. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Specialist represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Specialist will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Specialist shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Specialist shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Specialist’s authorized representative is the individual signing this Agreement unless Specialist otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Specialist’s obligations under this Agreement.

3. Records and Payment Requests. Specialist shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Specialist’s work records. Specialist shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Specialist shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Specialist. Specialist shall maintain all documents and records prepared by or furnished to Specialist during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Specialist shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Specialist is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Specialist is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Specialist’s provision of Services not the means, methods, or scheduling of the Specialist’s work. Specialist shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Specialist shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District’s responsibility.

5. Indemnity/Liability. To the extent of its proportionate fault, Specialist shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnitees”), from and against any and all claims and liability of any type resulting directly or indirectly from Specialist’s negligent performance of this Agreement. Specialist shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Specialist’s performance of this Agreement, Specialist’s provision of Services, or Specialist’s activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee’s reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitories shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees’ rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Specialist represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Specialist represents to and agrees with District that Specialist has no present, and will have no future conflict of interest between providing District services hereunder and any interest Specialist may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Specialist during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Specialist will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Consistent with Education Code Section 17316, any interest (including copyright interests) of Specialist or its contractors or sub-Specialists (together, "Sub-Specialists"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Specialist or its Sub-Specialists in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Specialist or its Sub-Specialists under this Agreement are not works for hire under U.S. law, Specialist hereby assigns to District all copyrights to such works. With District's prior written approval, Specialist may retain and use copies of such works for reference and as documentation of experience and capabilities. Specialist shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Specialist, then the District agrees to require the new Specialist to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Specialist as the project Specialist, and the District releases Specialist and its Sub-Specialists from liability associated with the reuse of the documents.

9. **Non-Discrimination Policy.** Specialist shall not discriminate against any employee or applicant for employment, nor against any Sub-Specialist or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Specialist shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Specialist shall provide all information reasonably requested by District to verify compliance with such matters. Specialist stipulates, acknowledges and agrees that District has the right to monitor Specialist's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Specialist to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Specialist for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Specialist may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Specialist commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Specialist demanding such cure. In the event District terminates the Agreement for default, Specialist shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Specialist shall continue its work throughout the course of any dispute, and Specialist’s failure to continue work during a dispute shall be a material breach of this Agreement. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer
rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. **District Responsibilities.** The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Specialist’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the Specialist.
Appendix A to Professional Services Agreement

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated April 20, 2007 between the Marin Community College District (the “District”), and Ray’s Mobile Modular Services (“Specialist”) providing for professional services.

1. Specialist’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Specialist shall furnish to District Certificates of Insurance showing satisfactory proof that Specialist 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 Specialist for which Specialist may be legally liable, whether performed by Specialist, or by those employed directly or indirectly by it, or by anyone for whose acts Specialist may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Specialist’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Specialist 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.
Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Specialist's Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Specialists, 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 Specialist'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 Specialist shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Specialist or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Specialist fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Specialist under this Agreement.

END OF APPENDIX A
Marin Community College District  
Kentfield, CA 94904

Board Agenda Item

To: Board of Trustees  
From: Superintendent/President
Subject: Indian Valley Campus and Kentfield Site Work Projects Design Services – CSW/Stuber-Stroeh Engineering Group – Amendment #7
Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): Amendment #7

Background:
Measure C projects include: IVC parking lots 1, 2, 3 and 4 demolition and new paving, curbs and drainage; IVC bioretention basin and bio-swales; and the KTD West Campus Bridge. The District recommends that our civil engineer, CSW/Stuber-Stroeh, provide design services for these projects, as well as supplemental topographic mapping for the parking lot areas at IVC and the Science-Math-CP Complex area at Kentfield; and geotechnical borings and reports for IVC Main building Complex, Science-Math-CP, Performing Arts project and the West Bridge project. Amendment #7 is presented herein for approval, as follows:

Amendment #7 $285,988

Fiscal Impact:
Amendment #7 will be paid from Measure C bond funds. The total amount of CSW's contract to date is $1,136,140, as follows:

Original Contract Amt $436,067 District-wide master planning and assessment
Amendment #1 $21,560 Larkspur Annex Design (#321A)
Amendment #2 $188,755 District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)
Amendment #3 $87,010 Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan
Amendment #4 $12,040 Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)
Amendment #5 $86,170 Design services for Kentfield West Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)
Amendment #6 $18,550 Design services for utility extensions to PE Complex (#308B)
Amendment #7 $285,988 Design and investigation services for IVC infrastructure projects

Total Amended Contract Amount $1,136,140

Recommendation:
The Superintendent/President recommends that the Board of Trustees approve Amendment #7 to CSW/Stuber-Stroeh Engineering Group in the amount of $285,988 for engineering design and investigative services.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07  Consultant: CSW/Stuber-Stroeh
Project(s) (name and number): IVC & KTD Site Work #401B & # 850A
Type of contract (check all that apply):

[ ] Full service (architecture)  [ ] Task contract (specialty consultant)

[ ] Short form  [ ] Long form

Original [ ]  or Amendment # 7

Amount of this contract/amendment: $ 285,988

Total amount of contract to date including this amendment $ 1,136,140

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

[ ] Full agreement  [ ] Changes to agreement

[ ] Appendix A  [ ] Changes to Appendix A

[ ] Appendix B  [ ] Changes to Appendix B

[ ] Appendix C  [ ] Changes to Appendix C

[ ] Appendix D  [ ] Changes to Appendix D

[ ] Appendix E  [ ] Changes to Appendix E

[ ] Other backup materials?  

Reviewed:

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

If not, why not? AMENDMENT TO LONG FORM CONTRACT

Agenda cover page prepared by: DM  Reviewed by: BGS

Submittal sign-off:
Program Manager: BGS  Director: MC

Amendment Checklist  4/26/2007
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

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

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

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

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

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

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

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

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

Agenda cover page

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

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

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

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

Reviewed by: Vice President Al Harrison

Amendment Checklist 4/26/2007
AMENDMENT 7

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
CSW/Stuber-Stroeh Engineering Group, Inc.

May 15, 2007

AMENDMENT 7
APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT
(District) and CSW/Stuber-Stroeh Engineering Group (Consultant).

APPENDIX A

1. Additional Services

   Task List:

   Task 1 Develop construction bid documents for IVC parking lots 1, 2, 3 and 4 demolition plan.
   Services will also include bid assistance and construction phase activities.

   Task 2 Develop construction bid documents for IVC parking lots 1, 2, 3 and 4 including new
   paving, curbs and drainage design. Services will also include bid assistance and
   construction phase activities.

   Task 3 Develop construction bid documents for IVC bio-retention basin and bio-swales. Services
   will also include bid assistance and construction phase activities.

   Task 4 Upgrade topographic mapping as required for parking lot & bio-swale project area.

   Task 5 Supplemental topographic mapping for Science-Math-CP Complex on Kentfield campus

   Task 6 New West Bridge approach Landscape Design services. Services will also include bid
   assistance and construction phase activities.

   Task 7 MMWD new service account to service new PE fire water protection; Reference: PE
   Conduit Crossing project.

   Task 8 Geotechnical Borings and report for Science-Math-CP

   Task 9 Geotechnical Borings and report for iVC Main Building Complex

   Task 10 Geotechnical Borings and report for Performing Arts

   Task 11 Geotechnical Borings and report for West Campus Bridge

END OF AMENDMENT 7 TO APPENDIX A
AMENDMENT 7 to Appendix B - Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

I. Amount of Compensation for Services to Consultant

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$ 436,067</th>
</tr>
</thead>
<tbody>
<tr>
<td>District-wide master planning and assessment</td>
<td></td>
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<table>
<thead>
<tr>
<th>Total Amendment # 1</th>
<th>$ 21,560</th>
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<tr>
<td>Larkspur Annex Design (#321A)</td>
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<tr>
<th>Total Amendment # 2</th>
<th>$188,755</th>
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<tr>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
<td></td>
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<table>
<thead>
<tr>
<th>Total Amendment # 3</th>
<th>$ 87,010</th>
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<tr>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td></td>
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<table>
<thead>
<tr>
<th>Total Amendment # 4</th>
<th>$ 12,040</th>
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</thead>
<tbody>
<tr>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Total Amendment # 5</th>
<th>$ 86,170</th>
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<tbody>
<tr>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Total Amendment # 6</th>
<th>$ 18,550</th>
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</thead>
<tbody>
<tr>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td></td>
</tr>
</tbody>
</table>

Amendment # 7

Task 1 Develop construction bid documents for IVC parking lots 1, 2, 3 and 4 demolition plan. Services will also include bid assistance and construction phase activities. $6,250

Task 2 Develop construction bid documents for IVC parking lots 1, 2, 3 and 4 including new paving, curbs and drainage design. Services will also include bid assistance and construction phase activities. $121,540

Task 3 Develop construction bid documents for IVC bio-retention basin and bio-swales. Services will also include bid assistance and construction phase activities. $37,688

Task 4 Upgrade topographic mapping as required for parking lot & bio-swale project area. $28,230

Task 5 Supplemental topographic mapping for Science-Math-CP Complex on Kentfield campus $22,665

Task 6 New West Campus Bridge approach Landscape Design services. Services will also include bid assistance and construction phase activities. $17,625

Task 7 MMWD new service account to service new PE fire water protection; Reference: PE Conduit Crossing project. $11,000
Task 8  Geotechnical Borings and report for Science-Math-CP  
$12,530

Task 9  Geotechnical Borings and report for IVC Main Building Complex  
$12,530

Task 10 Geotechnical Borings and report for Performing Arts  
$12,530

Task 11 Geotechnical Borings and report for West Campus Bridge  
$3,400

Total Amendment # 7 $ 285,988

Total Contract Amount $ 1,136,140

END OF AMENDMENT 7 TO APPENDIX B
AMENDMENT 7 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 7 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>IVC parking lots 1, 2, 3 and 4 demolition plan</td>
<td>10/15/07</td>
</tr>
<tr>
<td>IVC parking lots 1, 2, 3 and 4 new paving, curbs and drainage design</td>
<td>10/15/07</td>
</tr>
<tr>
<td>IVC bio-retention basin and bio-swales</td>
<td>10/15/07</td>
</tr>
<tr>
<td>Upgrade topographic mapping IVC</td>
<td>05/31/07</td>
</tr>
<tr>
<td>Supplemental topographic mapping for Science-Math-CP Complex</td>
<td>06/29/07</td>
</tr>
<tr>
<td>New West Bridge approach Landscape Design services</td>
<td>12/15/07</td>
</tr>
<tr>
<td>MMWD new service account to service new PE fire water protection; Reference: PE Conduit Crossing project.</td>
<td>5/31/07</td>
</tr>
<tr>
<td>Geotechnical Borings and report for Science-Math-CP</td>
<td>6/29/07</td>
</tr>
<tr>
<td>Geotechnical Borings and report for IVC Main Building Complex</td>
<td>6/15/07</td>
</tr>
<tr>
<td>Geotechnical Borings and report for Performing Arts</td>
<td>6/29/07</td>
</tr>
<tr>
<td>Geotechnical Borings and report for West Campus Bridge</td>
<td>6/29/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 7 TO APPENDIX C
AMENDMENT 7 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 7 to Appendix A – Scope of Work

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

Task 1 Construction bid documents for IVC parking lots 1, 2, 3 and 4 demolition plan.

Task 2 Construction bid documents for IVC parking lots 1, 2, 3 and 4 including new paving, curbs and drainage design.

Task 3 Construction bid documents for IVC bio-retention basin and bio-swales.

Task 4 Topographic maps for IVC parking lot & bio-swale project area

Task 5 Topographic maps for Science-Math-CP Complex on Kentfield campus

Task 6 Landscape Design bid documents for West Campus Bridge project at Kentfield.

Task 7 Required paperwork and submittal to MMWD for new service account for new PE fire water protection; Reference: PE Conduit Crossing project.

Task 8 Geotechnical borings report for Science-Math-CP

Task 9 Geotechnical borings report for IVC Main Building Complex

Task 10 Geotechnical borings report for Performing Arts

Task 11 Geotechnical borings report for West Campus Bridge

END OF AMENDMENT 7 TO APPENDIX D
AMENDMENT 7 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW Stuber-Stroeh Engineering Group, Inc. (Consultant).

No Changes.

END OF AMENDMENT 7 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 7 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date ______________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By _______________________________ Date ______________

______________________________ Its ______________
BACKGROUND:

A. The existing outdoor chiller serving Dance/Landscape, Dickson, Fusselman Hall and Student Services must be removed in advance of the new Science/Math/Central Plant Complex. Fusselman Hall and Student Services facilities will remain and require replacement of chilled water services.

B. The District’s technology infrastructure requires updating and redefinition to reflect current technology industry and business model dynamics. This project will result in an updated District Technology Plan, written Standards with said Standards applied consistently to all modernization projects.

The District recommends assigning this work to Alfa Tech Cambridge Group, Inc. Alfa Tech’s contract, executed on August 31, 2005, includes eight previously approved amendments. Amendment #9, to cover professional design services for chiller replacement at Kentfield and District-Wide Technology Infrastructure Plan and Standards, is presented herein for approval, as follows:

Amendment #9

A. Replace Chiller $145,000.00
B. Technology Infrastructure Plan/Standards $46,800.50

Total Amendment #9 $191,800.50

Alfa Tech Cambridge Group, Inc. will provide full design and construction phase services for replacement of one outdoor chiller at the KTD campus. The firm will also develop new and refine existing Technology Infrastructure Standards, including design criteria, data network equipment, PBX platform plan, backbone and station cabling standards and wireless network options. Because this is a “task” assignment, only portions of the long form contract are incorporated into the task.

FISCAL IMPACT:

Amendment #9 will be paid from Measure C bond funds budgeted for infrastructure Projects. Alfa Tech Cambridge Group, Inc. indicates a strong probability that Chiller Replacement project could be eligible for incentive funds from the CCC-IOU Partnership Program for Energy Efficiency (administered by PG&E). The Scope of Work includes the firm pursuing outside incentive funding sources which may reduce the amount of Measure C bond funds required for this project.

The total amount of this contract to date is $1,313,373, as follows:
<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>$ 487,035.00</th>
<th>District-wide master planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment # 1</td>
<td>$ 64,080.00</td>
<td>District-wide Security Assessment</td>
</tr>
<tr>
<td>Amendment # 2</td>
<td>$ 139,110.00</td>
<td>Photometric Study, exterior lighting; assessment &amp; evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer &amp; electrical utilities for each building &amp; develop evaluation of primary utility infrastructure. Project specific expanded design &amp; construction phase scopes for Larkspur Annex Demolition (Project # 321A)</td>
</tr>
<tr>
<td>Amendment # 3</td>
<td>$ 68,500.00</td>
<td>Energy modeling for KTD projects</td>
</tr>
<tr>
<td>Amendment # 4</td>
<td>$ 40,000.00</td>
<td>Study on Emerging Solar Technologies</td>
</tr>
<tr>
<td>Amendment # 5</td>
<td>$ 6,907.50</td>
<td>Develop District Security Standards</td>
</tr>
<tr>
<td>Amendment # 6</td>
<td>$ 97,200.00</td>
<td>Geothermal field test bores; KTD and IVC</td>
</tr>
<tr>
<td>Amendment # 7</td>
<td>$ 198,740.00</td>
<td>Photovoltaic energy system design for PE Complex (Project #308D)</td>
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<tr>
<td>Amendment # 8</td>
<td>$ 20,000.00</td>
<td>IVC Power Plants – (Project #407A) – Boiler Replacement</td>
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<tr>
<td>Amendment # 9</td>
<td>$ 191,800.50</td>
<td>KTD: Replace Chiller (Project #850A) District-wide: Technology Infrastructure Standards (Project # 210C)</td>
</tr>
</tbody>
</table>

**Total Contract Amount**  
$1,313,373

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 9 to Alfa Tech Cambridge Group, Inc. in the amount not to exceed $191,800.50 for engineering design services.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07 Consultant: Alfa Tech Cambridge
Project(s) (name and number): IT # 806A & Security PA # 865A & Chiller Replace # 850A
Type of contract (check all that apply):

___ Full service (architecture)       ___ Task contract (specialty consultant)
___ Short form                     ___ Long form
Original _____ or Amendment # 9

Amount of this contract/amendment: $ 191,800.50
Total amount of contract to date including this amendment: $ 1,313,373.00

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

___ Full agreement       ___ Changes to agreement  Reviewed: _____
✓ Appendix A       ✓ Changes to Appendix A  Reviewed: PAG
✓ Appendix B       ✓ Changes to Appendix B  Reviewed: PAG
✓ Appendix C       ✓ Changes to Appendix C  Reviewed: PAG
✓ Appendix D       ✓ Changes to Appendix D  Reviewed: PAG
✓ Appendix E       ✓ Changes to Appendix E  Reviewed: PAG

___ Other backup materials?  Reviewed: _____

Legal review required? _____ Yes   ___ No  If yes, counsel's initials: _____
If not, why not?  AMENDMENT TO LONG TERM CONTRACT

Agenda cover page prepared by: US  Reviewed by: PAG

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

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Are there changes to the master agreement? Have they been reviewed by legal counsel?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Appendix A: is the scope of work consistent with the requirements of the master agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Is the fee within budget? If not, does it require a budget transfer?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Do the numbers all add up correctly?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Appendix E: has the insurance requirement changed? Reviewed by legal counsel?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Coordination: cross-check all items in amendment with one another</td>
<td></td>
</tr>
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</table>

Agenda cover page  
Reviewed by: Vice President Al Harrison

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>□ Is the type of contract clearly defined? Basic or additional service?</td>
<td>Yes No Basic Add’l</td>
</tr>
<tr>
<td>□ Is the reason for the amendment clearly stated?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Do the amendment amounts match the amended Appendix B?</td>
<td>Yes No</td>
</tr>
<tr>
<td>□ Are the project title and number included and correct?</td>
<td>Yes No</td>
</tr>
</tbody>
</table>
AMENDMENT 9

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Alfa Tech Cambridge Group, Inc.

May 15, 2007

AMENDMENT 9 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 Alfa Tech Cambridge Group, Inc. (Consultant).

APPENDIX A

1. Additional Services

Task 1: KTD Replace Chiller at Dance/Landscape (Project #850A)

Scope:
Develop complete construction bid documents for replacement of one outdoor chiller adjacent to Dance/Landscape building at the Kentfield campus. Services will also include outreach for possible incentive fund and low interest loan programs available to California Community College system specifically for energy efficiency equipment upgrade or replacement projects.

Task 2: District-wide Technology Infrastructure Plan and Standards (Project #201C)

Scope:
Task 2.1: Develop standard for IDF Closet requirements and document in a Design Criteria format.

Task 2.2: Review and update Data Network equipment standards in coordination with District IT staff. Evaluate current and future systems applications using the data network as a transport.

Task 2.3: Evaluate Wireless Network options including security concerns regarding appropriate levels of protection required for administrative systems and data.

Task 2.4: Develop long range plan for the PBX platform, including evaluation of existing PBX, use of digital phone instruments and application of Voice over IP (VoIP) equipment.

Task 2.5: Develop new standards for Outside Plant (OSP) backbone cable distribution, including proposed phasing plans for each campus.

Task 2.6: Develop new standards for horizontal station cabling for use of voice/data connectivity within a given building.

Task 2.7: Develop a formal set of Audio/Visual standards.

END OF AMENDMENT 9 TO APPENDIX A
AMENDMENT 9 to Appendix B – Payments to Consultant

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

1. Amount of Compensation for Services to Architect
   1.1. Original Long Form Contract Amount
        $487,035.00
   1.2. Total Amendment #1
        District-wide Security Assessment
        $64,080.00
   1.3. Total Amendment #2
        Photometric Study, exterior lighting; assessment & evaluation report;
        Master Planning assistance; grant funding application assistance;
        develop baseline data for gas, water, sewer & electrical utilities for
        each building & develop evaluation of primary utility infrastructure.
        * Project specific expanded design & construction phase scopes for
        Larkspur Annex Demolition (Project #321A)
        $139,110.00
   1.4. Total Amendment #3
        Energy modeling for KTD projects
        $68,500.00
   1.5. Total Amendment #4
        Study on Emerging Solar Technologies
        $40,000.00
   1.6. Total Amendment #5
        Develop District Security Standards
        $6,907.50
   1.7. Total Amendment #6
        Perform test bores at Kentfield and Indian Valley to determine thermal
        conductivity for application in heating and cooling systems.
        Included are tests and computer modeling for each site.
        $97,200.00
   1.8. Total Amendment #7
        Develop construction documents for crystalline PE Complex PV solar
        Energy panels and supporting structures. Provide bidding assistance and
        Construction phase services.
        $198,740.00
   1.9. Total Amendment #8
        Develop construction documents for crystalline PE Complex PV solar
        energy panels and supporting structures. Provide bidding assistance and
        construction phase services.
        $20,000.00

1.10. The Task List for Work as described in AMENDMENT 9 to Appendix
      A shall be as follows:
      Task 1: KTD Replace Chiller at Dance/Landscape (Project #850A) Services shall be performed
              on a lump sum basis in the amount of $145,000.00.
      Task 2: District-wide Technology Infrastructure Plan and Standards (Project #201C) Services
              shall be performed on a lump sum basis in the amount of $46,800.50.
              Total Amendment #9
              $191,800.50

Total Contract Amount
$1,313,373

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

END OF AMENDMENT 9 TO APPENDIX B
AMENDMENT 9 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 Alfa Tech Cambridge Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 9 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 DATES</th>
</tr>
</thead>
</table>
| Task 1: Develop complete construction bid documents for replacement of one outdoor chiller adjacent to Dance/Landscape building at the Kentfield campus. Services will also include outreach for possible incentive fund and low interest loan programs available to California Community College system specifically for energy efficiency equipment upgrade or replacement projects. | Design phase (incl DSA review): 5/16/07 – 12/1/07  
Bid/Construction Phase: 1/2/08 – 6/30/08                                                                                     |
| Task 2: Update existing Technology Infrastructure Plan and develop written standards and criteria for network equipment, systems and installation guidelines. | Evaluation reports, standards and plan due: 8/15/07 |

END OF AMENDMENT 9 TO APPENDIX C
AMENDMENT 9 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 Alfa Tech Cambridge Group, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 9 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items:

   Task 1  DSA-approved construction documents suitable for bid by contractors for one chiller and associated equipment. Provide reports on submittals, shop drawings, field observations, punch-list and contractor's Record Documents.

   Task 2  Reports and standards as outlined under Appendix A for an updated District-wide Technology Infrastructure Plan.

END OF AMENDMENT 9 TO APPENDIX D
AMENDMENT 9 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 Alfa Tech Cambridge Group, Inc. (Consultant).

"No Changes"

END OF AMENDMENT 9 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 9 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Alfa Tech Cambridge Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

Alfa Tech Cambridge Group, Inc.

By ___________________________ Date __________________

_______________________________ Its __________________
BACKGROUND:

In September 2006 the Board of Trustees authorized the District to proceed with design services for programming the modernization of the Transportation Technology Complex (Indian Valley) and awarded a long-form design contract to HKIT (Hardison, Komatsu, Ivelich & Tucker) on April 17, 2007. Amendment #2 is presented herein for approval, as follows:

Amendment #2  $92,700

This amendment covers the design services associated with the re-roofing of Pomo 4 and the District roofing standards development for all existing roofs on the Indian valley campus. The amendment also covers design services associated with the relocation of the Environmental Landscape program to the Indian Valley campus required by future demolition in the area of the proposed new Science-Math –CP Complex on the Kentfield campus. The relocation involves swing space planning; greenhouse, shade structure and associated site design; and DSA approval.

FISCAL IMPACT:

Amendment #2 will be paid from Measure C bond funds. The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract:</td>
<td>$1,145,125</td>
</tr>
<tr>
<td>Amendment #1:</td>
<td>$363,835</td>
</tr>
<tr>
<td>Amendment #2:</td>
<td></td>
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<tr>
<td>Item #1</td>
<td>$27,500</td>
</tr>
<tr>
<td>Item #2</td>
<td>$65,200</td>
</tr>
<tr>
<td>Total long form contract to date</td>
<td>$1,601,660</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full design for TransTech modernization</td>
<td></td>
</tr>
<tr>
<td>Extra programming and special consulting services</td>
<td></td>
</tr>
<tr>
<td>Pomo 4 roof replacement</td>
<td></td>
</tr>
<tr>
<td>EnvLand program relocation</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment #2 to HKIT in the amount of $92,700 for design services associated with Pomo 4 Roof Replacement and Environmental Landscape Program relocation to Indian Valley Campus.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07  Consultant: HKIT

Project(s) (name and number): Pomo 4 Roof # 402 B & Shade Structure/ Greenhouse # 8S0C

Type of contract (check all that apply):

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

Original ___ or Amendment # 2

Amount of this contract/amendment: $ 92,700

Total amount of contract to date including this amendment $ 1,014,160

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

___ Full agreement  ___ Changes to agreement  Reviewed:

___ Appendix A  ___ Changes to Appendix A  Reviewed: RAS

___ Appendix B  ___ Changes to Appendix B  Reviewed: RAS

___ Appendix C  ___ Changes to Appendix C  Reviewed: RAS

___ Appendix D  ___ Changes to Appendix D  Reviewed: RAS

___ Appendix E  ___ Changes to Appendix E  Reviewed: RAS

___ Other backup materials?  Reviewed:

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

If not, why not? AMENDMENT TO LONG FORM AGREEMENT

Agenda cover page prepared by: DM  Reviewed by: RAS

Submittal sign-off:
Program Manager: RAS  Director:  

Amendment Checklist  4/26/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments
Reviewed by: RJE

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

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

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

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

☑ Do the numbers all add up correctly? Yes No

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

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

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

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

Agenda cover page
Reviewed by: Vice President Al Harrison

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

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

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

☐ Are the project title and number included and correct? Yes No
AMENDMENT 2

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
HKIT (Hardison Komatsu Ivelich & Tucker)
May 15, 2007

AMENDMENT 2 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of, Appendix A – Scope of Services of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Additional Services

The following is a summary of tasks to be performed by the consultant.

Task List:

Item 1. Additional services for design services for the Pomo 4 roof replacement project and District standard roof design services for existing wood shingle roofs on the Indian Valley campus.

Item 2. Additional services to provide planning, construction documents and construction administration for the Environmental Landscape program relocation to the Indian Valley campus. These services include the site planning and design, and product recommendations for the greenhouse and shade structure replacements.

END OF AMENDMENT 2 TO APPENDIX A
AMENDMENT 2 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Amount of Compensation for Services to Consultant

Original Long Form Contract Amount $1,145,125
Total Amendment # 1 $363,835

Amendment #2
The Task List for Work as described in AMENDMENT 2 to Appendix A shall be as follows:
  Item 1. Roof Replacement and Standards; Pomo 4 Bid Documents $27,500
  Item 2. Environmental Landscape Program Relocation Design Services $65,200

Total Amendment # 2 $92,700

Total Contract Amount $1,601,660

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 2 to Appendix A – Scope of Services shall not exceed $92,700. Payments made for services authorized under AMENDMENT 2 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.
1.2 The fees associated with Amendment 2 represent the total fee for the task list above as described in the final proposal from HKIT (Hardison Komatsu Ivelich & Tucker) dated April 30, 2007.

END OF AMENDMENT 2 TO APPENDIX B
AMENDMENT 2 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 2 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>Item 1:Roof Replacement Standards</td>
<td>08/15/2007</td>
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<tr>
<td>Item 2:Environmental Landscape Program Relocation</td>
<td>11/15/2007</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 2 TO APPENDIX C
AMENDMENT 2 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

Deliverables for Work Authorized under AMENDMENT 2 to Appendix A – Scope of Work

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

1. Development of Roof Standards, Guidelines and Construction Specifications for existing wood shingle roofs at the Indian Valley campus, including a generic design package to be used by District for current Pomo 4 roof replacement and all future existing wood shingle roof replacements on the campus.
2. Full Site Planning & Design Services for the Environmental Landscape greenhouse and shade structure on the Indian Valley campus, including DSA reviews as required.

END OF AMENDMENT 2 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ______________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By ___________________________ Date ______________

Dara A. Youngdale ___________________________ Its President

By ___________________________ Date ______________

Thomas C. Bratting ___________________________ Its Vice-President
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 15, 2007</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.D.1.e(iv)</td>
</tr>
<tr>
<td>Subject:</td>
<td>Construction Phasing Plans</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Royston Hanamoto Alley &amp; Abey (RHAA), LF Amendment #3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>ACTION APPROVAL</td>
<td>Enclosure(s):</td>
<td>LF Contract Amendment # 3</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The Board of Trustees approved Royston Hanamoto Alley & Abey (RHAA) as the District Landscape Architect on June 14, 2005 and approved a contract for $451,875 on August 31, 2005. The Board has previously approved Amendments #1 and #2 for Urban Forestry Inspection Services; Landscape Assessment Report; and landscape design services associated with various other projects such as the Gas Main Replacement Project, Ignacio Creek Erosion Mitigation Plan and the Diamond PE Complex Renovation. Amendment #3 is presented herein for approval, as follows:

**Amendment #3**

$49,824

This amendment covers services associated with the production and quarterly updates through 2011 of construction phasing diagrams for both the Indian Valley and Kentfield campuses.

**FISCAL IMPACT:**

Amendment #3 will be paid from Measure C bond funds. The total amount of this contract to date is as follows:

| Long Form Contract: | $451,875 |
| Amendment #1:       | $36,605  |
| Amendment #2:       | $76,790  |
| **Amendment #3:**   | **$49,824** |

**Total amended long form contract:**

$615,094

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve Amendment #3 to RHAA in the amount of $49,824 for landscape design services associated with quarterly construction phasing diagrams through 2011 for both the Indian Valley and Kentfield campuses.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07   Consultant: RHAA

Project(s) (name and number): Maps for Construction Phasing #850 D

Type of contract (check all that apply):
___ Full service (architecture)   ___ Task contract (specialty consultant)
___ Short form   ___ Long form

Original ___ or Amendment # ___ 3

Amount of this contract/amendment: $49,824

Total amount of contract to date including this amendment $601,094.

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

___ Full agreement   ___ Changes to agreement   Reviewed: ___

___ Appendix A   ___ Changes to Appendix A   Reviewed: ___
___ Appendix B   ___ Changes to Appendix B   Reviewed: ___
___ Appendix C   ___ Changes to Appendix C   Reviewed: ___
___ Appendix D   ___ Changes to Appendix D   Reviewed: ___
___ Appendix E   ___ Changes to Appendix E   Reviewed: ___

___ Other backup materials?

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

If not, why not? Amendment to Long Form Agreement

Agenda cover page prepared by: DM   Reviewed by: ___

Submittal sign-off:
Program Manager: ___   Director: ___

Amendment Checklist 4/26/2007 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

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

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

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

☑ Do the numbers all add up correctly?

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

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

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

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

Agenda cover page

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

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

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

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

Reviewed by: [Signature]  Vice President Al Harrison

Amendment Checklist 4/26/2007
AMENDMENT 3

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Royston Hanamoto Alley & Abey

May 15, 2007

AMENDMENT 3 TO
SECTION 4 – COMPENSATION
AND
APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of, Appendix A – Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

4. Compensation

4.6 District shall retain ten percent (10%) of each invoice until completion of all services under this Agreement by the Consultant. Retained portions shall be released with the final payment provided Consultant has satisfactorily performed its obligations under this Agreement. Except to the extent provided by California Civil Code 3320 (including successor statutes), in no event shall District be liable for interest, late charges, penalties or other amounts for any late payments.

Per this Amendment delete Section 4.6 in its entirety.

APPENDIX A

1. Additional Services

Task List:
   1. Construction Phasing Plans
      a. Phasing Plans to Diagram all physical activity involving Bond Measure C construction program
      b. Coordination meetings
      c. Map Production and quarterly updates through 2011 for Indian Valley campus
      d. Map Production and quarterly updates through 2011 for Kentfield campus
      e. Project Management

END OF AMENDMENT 3 TO APPENDIX A
AMENDMENT 3 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

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

   **Original Contract Amount**
   District-wide landscape master planning and assessment
   $451,875

   **Total Amendment # 1**
   Urban Forestry Inspection Services for the implementation phase of the IVC Fire Mitigation Project and for the Tree Removal project implementation phase at both campuses; Management and Tree Protection plans for tree removal and protection in construction zones and zone access areas on the Kentfield Campus.
   $36,605

   **Total Amendment # 2**
   Landscape Assessment Report; Ignacio Creek Erosion Mitigation Plan; Fire Mitigation Plan; Tree Removal Plan; Gas Main Replacement Project; Diamond PE Complex Renovation
   $76,790

   **Total Amendment # 3**
   The Task List for Work as described in AMENDMENT 3 to Appendix A shall be as follows:
   1.1.1 Kentfield Campus Construction Phasing Diagrams
   $37,856
   1.1.2 Indian Valley Construction Phasing Diagrams
   $6,384
   1.1.3 Diamond PE Complex Construction Phasing Diagrams
   $3,584
   1.1.4 Reimbursables
   $2,000

   **Total Contract Amount**
   $615,094

1.2 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 3 to Appendix A – Scope of Services shall not exceed $49,824. Payments made for services authorized under AMENDMENT 3 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 3 TO APPENDIX B
AMENDMENT 3 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 3 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kentfield Campus Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
</tr>
<tr>
<td>Indian Valley Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
</tr>
<tr>
<td>Diamond PE Complex Construction Phasing Diagrams</td>
<td>Quarterly through 2009</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 3 TO APPENDIX C
AMENDMENT 3 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

Deliverables for Work Authorized under AMENDMENT 3 to Appendix A – Scope of Work

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

1. 20 Maps in an 11x17 booklet updated quarterly through 2011 for the Indian Valley campus indicating construction phasing with associated PowerPoint file.
2. 20 Maps in an 11x17 booklet updated quarterly through 2011 for the Kentfield campus, including Diamond PE Complex indicating construction phasing with associated PowerPoint file.


END OF AMENDMENT 3 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Royston, Hanamoto, Alley & Abey.

MARIN COMMUNITY COLLEGE DISTRICT

By _____________________________ Date __________________

Al Harrison
Vice President College Operations

Royston Hanamoto Alley & Abey

By _____________________________ Date ________________

_________________________________ Its ________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:    Board of Trustees
From:  Superintendent/President
Subject: PE Conduit Crossing – Project # 308E
        Contract Approval – D & D Pipelines, Inc.
Reason for Board Consideration:  ACTION APPROVAL

Date:  May 15, 2007
Item & File No.  C.12.D.2.b(i)

Enclosure(s):  Contract

BACKGROUND:

1. Marin County plans to pave College Avenue in June 2007 and will then impose a five-year moratorium on trenching or cutting in the street. The District currently has County permission to trench into College Avenue, but work must be completed by June 3, 2007 to establish a future water and data link between the main campus and the Diamond PE complex. In order to meet this deadline, the project must be bid, awarded and started before May 15. Therefore, on April 17, 2007 the Board approved the PE Conduit Crossing Project and authorized the District to accept bids and award the contract to the lowest responsible bidder.

2. Bids were received on May 2nd, 2007 at 2PM. Three bids were submitted; but only two were on time. The summary is as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Bidders</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>D&amp;D Pipelines, Inc.</td>
<td>$97,600</td>
</tr>
<tr>
<td>2</td>
<td>North Bay Construction</td>
<td>$198,765</td>
</tr>
<tr>
<td>3</td>
<td>W. R. Forde</td>
<td>Late</td>
</tr>
</tbody>
</table>

The low bidder was within the estimated budget (the engineer’s estimate was $120,000).

FISCAL IMPACT:

Of the bid amount ($97,600), $81,000 will be paid from San Rafael Redevelopment Funds. The remainder, $16,600, will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached contract with D & D Pipelines, Inc. for the PE Conduit Crossing (Project # 308E) in the amount of $97,600.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/15/07 Consultant: 

Project(s) (name and number): PE Conduit Crossing # 308E (Ratification) (Bid Opening May 2)

Type of contract (check all that apply):

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

___ Short form ___ Long form ___ Ratification

Original _____ or Amendment # __________

Amount of this contract/ amendment: $97,600

Total amount of contract to date including this amendment: $97,600

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

___ Full agreement ___ Changes to agreement Reviewed: 

___ Appendix A ___ Changes to Appendix A Reviewed: 

___ Appendix B ___ Changes to Appendix B Reviewed: 

___ Appendix C ___ Changes to Appendix C Reviewed: 

___ Appendix D ___ Changes to Appendix D Reviewed: 

___ Appendix E ___ Changes to Appendix E Reviewed: 

___ Other backup materials? 

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

If not, why not? BID STD CONTRACT

Agenda cover page prepared by: DE Reviewed by: RGS

Submittal sign-off:
Program Manager: RGS Director:

Amendment Checklist 4/26/2007 1
### Measure C Bond Modernization Program
### Checklist for Consultant Contract Review

#### Amendments

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<th>Question</th>
<th>Reviewed by:</th>
</tr>
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<tbody>
<tr>
<td>Are there changes to the master agreement?</td>
<td></td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Appendix A: is the scope of work consistent with the requirements of the</td>
<td>N/A</td>
</tr>
<tr>
<td>master agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Is the fee within budget?</td>
<td>Yes No</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td>N/A</td>
</tr>
<tr>
<td>Do the numbers all add up correctly?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Appendix C: is the milestone schedule appropriate, reasonable, and</td>
<td>Yes No</td>
</tr>
<tr>
<td>sufficient to manage the scope of work?</td>
<td></td>
</tr>
<tr>
<td>Appendix D: are the deliverables sufficient to manage the scope of</td>
<td>Yes No</td>
</tr>
<tr>
<td>work?</td>
<td></td>
</tr>
<tr>
<td>Appendix E: has the insurance requirement changed?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Reviewed by legal counsel?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>Coordination: cross-check all items in amendment with one another</td>
<td></td>
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#### Agenda cover page

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<th>Question</th>
<th>Reviewed by:</th>
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<tbody>
<tr>
<td>Is the type of contract clearly defined?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Basic or additional service?</td>
<td>Basic Add'l</td>
</tr>
<tr>
<td>Is the reason for the amendment clearly stated?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>Do the amendment amounts match the amended Appendix B?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>Are the project title and number included and correct?</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

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*Vice President Al Harrison*

Amendment Checklist 4/26/2007
CONTRACT CROSSING
Kentfield Campus

DOCUMENT 00 52 13

AGREEMENT FORM – STIPULATED SUM
(SINGLE-PRIME CONTRACT)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS ______ DAY OF MAY, 2007, by and between the Marin Community College District ("District" or "Owner") and D & D PIPELINES, INC ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Work: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of

PROJECT:
Conduit Crossing, Kentfield Campus
Project Number: 308E

for which the Drawings and Specifications are identified by the signature of the parties to this Agreement. It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, this Agreement shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 9 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. Time for Completion: It is hereby understood and agreed that the work under this contract shall be completed by June 29, 2007, with the stipulated Milestones and Intermediate completion dates (addendum #2).

5. Completion-Extension of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor’s failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor’s Work. Contractor shall be liable for delays to other contractors caused by Contractor’s failure to coordinate its Work with the Work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor’s delay; therefore, Contractor agrees that it shall pay to the District the sum of ___________________ NONE _____________________________, dollars [SPELL OUT LIQUIDATED}
DAMAGE AMOUNT ($_________0_______) [NUMERICAL AMOUNT] per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. Loss Or Damage: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. Prosecution Of Work: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall liable for any delay caused by its non-compliant Work.

11. Assignment Of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due there under, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. Classification Of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type ________ Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. Payment of Prevailing Wages: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. Labor Compliance Program: If the District has adopted a labor compliance program which is applicable to the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment. This provision is only applicable if the Project is subject to a Labor Compliance Program funded in whole or in part with State bond funds.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinafter agreed to be performed by the Contractor, the following price: **NINETY-SEVEN THOUSAND, SIX HUNDRED AND 00/00 Dollars ($97,600.00)**, in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

D & D PIPELINES, INC.

By:

Title:

DISTRICT

MARIN COMMUNITY COLLEGE DISTRICT

By:

Title:

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT
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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: May 15, 2007</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.D.4.a</td>
</tr>
<tr>
<td>Subject:</td>
<td>Science/Math/Central Plant Complex – Project # 305 Terminate Contract with Anshen + Allen and Authorize Negotiations with ED2</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td>None</td>
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**BACKGROUND:**

In September 2006 the Board of Trustees authorized the District to proceed with design services for programming the modernization of the Science/Math/Central Plant Complex (Kentfield) and awarded a short form contract to Anshen + Allen to proceed with work subject to execution of a long form contract. At this time the District and Anshen + Allen have reached an impasse on terms of the long form contract and have agreed to request an early **termination of their short form agreement**, which expires on June 30, 2007. Work under that contract is essentially complete, and all work products completed under the short form agreement will be delivered to the District before final payment is approved.

Furthermore, the District seeks authorization to **enter into contract negotiations** with ED2 International Architects / Planners to assume design responsibilities for this project. ED2 was the second-ranked firm in the round of interviews for Science/Math/Central Plant Complex architects conducted last Fall.

**FISCAL IMPACT:**

None at this time.

**RECOMMENDATION:**

The President/Superintendent recommends that the Board (1) approve a termination of the short form agreement with Anshen + Allen for the Science/Math/Central Plant Complex and (1) authorize the District to enter into contract negotiations with ED2 International Architects / Planners.
BOARD AGENDA ITEM

To: Board of Trustees                         Date: May 15, 2007
From: Superintendent/President               Item & File No. C.12.E
Subject: Public Hearing on MCCD/SEIU 1021 Collective Bargaining Agreement

Reason for Board Consideration:

PUBLIC HEARING

Enclosure(s):

Proposals

BACKGROUND:


SEIU 1021 has submitted the attached “2007-2008 Successor Agreement Notification” notice.

Government Code Section 3547 and Board Policy 5.0031 provide that proposals which relate to matters within the scope of representation shall be presented at a public meeting and, thereafter, shall be public record.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees present the proposals and hold a public hearing.

Administrator Initiating Item: Linda Beam, Executive Dean, Human Resources and Labor Relations
May 7, 2007

Linda Beam
Executive Dean of Human Resources and Labor Relations
College of Marin
835 College Avenue
Kentfield, CA 94904

Re: Marin Community College District Board of Trustees
2007-2008 Successor Agreement Notification

Dear Linda:

The SEIU Local 1021 bargaining units at the College of Marin submit the following articles from the 2006-2007 collective bargaining agreement to the Board of Trustees, as the first step, towards a negotiated successor agreement.

Agreement
Article 1. Recognition
Article 7. Hours and Overtime
Article 8. Salary
Article 9. Worker Expense and Materials
Article 10. Fringe Benefits
Article 11. Education Expense
Article 12. Holidays
Article 13. Vacations
Article 14. Sick Leave
Article 15. Other Leaves
Article 16. Grievance Procedure
Article 17. Transfers/Reassignments
Article 21. Concerted Activities
Article 22. Non-Discrimination
Article 23. Miscellaneous
Article 24. Reduction in Services
Article 25. Union Rights
Article 26. Disciplinary Procedure
Article 27. Completion of Agreement
Article 31. Term

Sincerely,

Timothy West
Union Representative
Worksite Organizer
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<th>To:</th>
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<td>Item &amp; File No. C.12.F</td>
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<td>Academic Calendar: 2007-2008</td>
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**BACKGROUND:**

Attached for the Board’s information is the Academic Calendar for 2007-2008. The Academic Calendar was negotiated and agreed upon in the UPM/MCCCD Calendar Committee.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees adopt the Academic Calendar for 2007-2008.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
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- 7/4 – Independence Day Holiday
- 8/14 to 8/16 – Independent Flex Days
- 8/17 – President’s Convocation (mandatory flex day)
- 8/20 – Fall 2007 Semester begins
- 8/31 – Last Day to Add Classes
- 9/3 – Labor Day Holiday
- 9/14 – First Drop Date
- 9/21 – Last Day to Request Credit/No Credit Grading
- 10/26 – Mid-terms Due
- 11/12 – Veteran’s Day (observed)
- 11/16 – Last Drop Date
- 11/22 to 11/24 – Thanksgiving Holiday
- 12/8 – Last Day of Classes Before Finals
- 12/10 to 12/14 – Final Exams
- 12/24 to 1/1 - Winter Holiday Break
- 1/2 – Grades Due for Fall Semester
- 1/16 to 1/17 – Independent Flex Days
- 1/18 – Mandatory Flex Day
- 1/21 – Martin Luther King Holiday
- 1/22 – Spring 2008 Semester Begins
- 2/1 – Last Day to Add
- 2/15 – Lincoln’s Birthday
- 2/18 – Washington’s Birthday
- 2/19 – First Drop Date
- 2/22 – Last Day to Request Credit/No Credit Grading
- 3/28 – Mid-terms Due
- 4/7 to 4/12 – Spring Break
- 4/25 – Last Drop Date
- 5/16 – Last Day of Classes Before Finals
- 5/17 to 5/23 – Final Exams
- 5/23 – Commencement
| 11 12 13 14 15 16 17 | 5/26 – Memorial Day Holiday  
| 18 19 20 21 22 23 24 | 5/28 – Grades Due for Spring Semester  
| 25 26 27 28 29 30 31 |

| June 2008 | 1 2 3 4 5 6 7  
| 8 9 10 11 12 13 14  
| 15 16 17 18 19 20 21  
| 22 23 24 25 26 27 28  
| 29 30  |

*** 175 Days ***

**Legend:**
- Gray – Flex Activity Days (both Mandatory and Independent)
- Yellow – Instructional Days
- Blue – Holidays (*Holidays for classes taught on Saturdays only.*)
- Green – Non-Instructional Days (Breaks)
- Pink – Saturday Classes (Scheduleable)
<table>
<thead>
<tr>
<th>FALL 2007 SEMESTER</th>
<th>SPRING 2008 SEMESTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL FLEX DAYS:</td>
<td>4</td>
</tr>
<tr>
<td>TOTAL MONDAY CLASSES:</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL TUESDAY CLASSES:</td>
<td>17</td>
</tr>
<tr>
<td>TOTAL WEDNESDAY CLASSES:</td>
<td>17</td>
</tr>
<tr>
<td>TOTAL THURSDAY CLASSES:</td>
<td>16</td>
</tr>
<tr>
<td>TOTAL FRIDAY CLASSES:</td>
<td>16</td>
</tr>
<tr>
<td>TOTAL SATURDAY CLASSES:</td>
<td>3</td>
</tr>
<tr>
<td>Total Assigned Instructional Days:</td>
<td>88</td>
</tr>
</tbody>
</table>

2007/2008 ACADEMIC YEAR TOTAL: 175

**Holidays 2007**
- Jul 4 Independence Day
- Sep 3 Labor Day *
- Nov 12 'Veterans Day' observed
- Nov 22-23 Thanksgiving Holidays *
- Dec 24-31 Christmas/Holiday Break

**Holidays 2008**
- Jan 1 New Year's Day
- Jan 21 Martin Luther King Day
- Feb 15 Lincoln's Birthday *
- Feb 18 Washington's Birthday
- May 26 Memorial Day
- Spring Break *

* Holidays for classes taught on Saturdays only.

**Instructional Calendar - 2007 SUMMER SCHOOL**

<table>
<thead>
<tr>
<th>June 2007</th>
<th>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2007</td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</td>
</tr>
</tbody>
</table>

- 6/18 – First Day of Summer School
- 6/25 – Census Date
- 6/25 – First Drop Date
- 7/4 – Independence Day Holiday
- 7/18 – Last Drop Date
- 7/28 – Last Day of Summer School
- 7/31 – Grades Due for Summer 2008
## Instructional Calendar - 2008 SUMMER SCHOOL

<table>
<thead>
<tr>
<th>June 2008</th>
<th></th>
<th>6/16 – First Day of Summer School</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2 3 4 5 6 7</td>
<td>8 9 10 11 12 13 14</td>
<td>15 16 17 18 19 20 21</td>
</tr>
<tr>
<td>22 23 24 25 26 27 28</td>
<td>29 30</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>July 2008</th>
<th></th>
<th>7/4 – Independence Day Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2 3 4 5</td>
<td>6 7 8 9 10 11 12</td>
<td>13 14 15 16 17 18 19</td>
</tr>
<tr>
<td>20 21 22 23 24 25 26</td>
<td>27 28 29 30</td>
<td>7/26 – Last Day of Summer School</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7/31 – Grades Due for Summer 2008</td>
</tr>
</tbody>
</table>
# BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 15, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.A</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Contracts and Agreement for Services Report—April 2007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INFORMATION**

**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
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>S60129</td>
<td>Da Vinci Fusion</td>
<td>Dance</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Production design for the Spring 2007 Dance Concert.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S60144</td>
<td>New Mecca Cafe</td>
<td>Matriculation</td>
<td>$1,966.00</td>
</tr>
<tr>
<td></td>
<td>Prepare, deliver and serve 150 meals to high school student for Latino Awareness Day 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104760</td>
<td>Xerox Corporations</td>
<td>Reprographics/Mail</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Service and maintenance agreement for color copier, DC12, Ser number FU2-009641, through May 30, 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104776</td>
<td>Postage By Phone</td>
<td>Reprographics/Mail</td>
<td>$5,500.00</td>
</tr>
<tr>
<td></td>
<td>US Postal/Mailing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104782</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$9,300.00</td>
</tr>
<tr>
<td></td>
<td>Legal services, for UPM negotiations, March 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104784</td>
<td>Pacific Door and Hardware</td>
<td>District Wide</td>
<td>$2,293.00</td>
</tr>
<tr>
<td></td>
<td>Install new doors for PE 20 main entrance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104787</td>
<td>Cision</td>
<td>Marketing</td>
<td>$5,515.00</td>
</tr>
<tr>
<td></td>
<td>Media outlet distribution services, a renewal of an annual service to distribute our public information to Media sources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104789</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$2,147.90</td>
</tr>
<tr>
<td></td>
<td>Lift service/repair of stage lift on Fine Arts Stage, leaking oil.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104790</td>
<td>David Gottfried</td>
<td>Maintenance</td>
<td>$2,062.50</td>
</tr>
<tr>
<td></td>
<td>Services for the Center for Regenerative Design project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104800</td>
<td>Geoffrey Chase</td>
<td>Maintenance</td>
<td>$2,473.23</td>
</tr>
<tr>
<td></td>
<td>Workshop services for the Center for Regenerative Design project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104817</td>
<td>Consortium for Open Learning</td>
<td>Library</td>
<td>$3,545.00</td>
</tr>
<tr>
<td></td>
<td>Online database services and licenses for students, during Spring 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104861</td>
<td>WR Forde Construction</td>
<td>Maintenance</td>
<td>$4,473.00</td>
</tr>
<tr>
<td></td>
<td>Excavate and repair broken sewer line under Nursing Lab classroom.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104880</td>
<td>Xerox Corporation</td>
<td>Reprographics/Mail</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Service and maintenance agreement for color copier, DC12, Ser number FU2-009641, through June 30, 2007.</td>
<td></td>
<td></td>
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<tr>
<td>P104885</td>
<td>Pitney Bowes Postage by Phone</td>
<td>Reprographics/Mail</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

May 15, 2007
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P104901</td>
<td>Xerox Corporation</td>
<td>Reprographics-Mail</td>
<td>$2,600.74</td>
</tr>
<tr>
<td>P104902</td>
<td>Ikon Office Solutions</td>
<td>Reprographics-Mail</td>
<td>$2,929.68</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service contracts for 564VK, A5F3V, and D900K, 3 campus copiers - Mailroom, Harlan Center, and Science Center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104903</td>
<td>Pitney Bowes Postage by Phone</td>
<td>Reprographics-Mail</td>
<td>$8,485.43</td>
</tr>
<tr>
<td></td>
<td>US Postal/Mailing services for mailing of class schedule and IVC flyer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104908</td>
<td>Tremco, Inc</td>
<td>Maintenance</td>
<td>$7,500.00</td>
</tr>
<tr>
<td></td>
<td>Emergency repairs for Science Center roof leaks, interrupting Spring classes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104942</td>
<td>Hobsons</td>
<td>Community Education</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services to reach International students.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted</td>
<td>Kristina Johnston</td>
<td>Drama</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>S60154</td>
<td>Costume research, pick-up, design, alterations, and coordination for the production of Othello.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104726</td>
<td>McQuary Services</td>
<td>Maintenance</td>
<td>$49,962.00</td>
</tr>
<tr>
<td></td>
<td>Repair and reassemble Learning Resource Center chiller for air conditioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104760</td>
<td>Barbara Garfien</td>
<td>President’s Office</td>
<td>$2,925.00</td>
</tr>
<tr>
<td></td>
<td>President’s circle coordinator.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104845</td>
<td>Educational Testing Service</td>
<td>Testing</td>
<td>$1,116.00</td>
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<tr>
<td></td>
<td>Testing and grading services for students GED tests.</td>
<td></td>
<td></td>
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<tr>
<td>P104896</td>
<td>Rings Catering</td>
<td>President’s Office</td>
<td>$5,000.00</td>
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<tr>
<td></td>
<td>Prepare and set-up food for President’s Circle Breakfast. May 1, 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Measure C</td>
<td>Evisions</td>
<td>Measure C Bond</td>
<td>$7,120.00</td>
</tr>
<tr>
<td>P104747</td>
<td>Annual Maintenance agreement and IntelleCheck annual maintance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104914</td>
<td>Strata Information Group</td>
<td>Measure C Bond</td>
<td>$45,00.00</td>
</tr>
<tr>
<td></td>
<td>Consulting services from March 2007 through- June 30, 2008. Will provide assistance developing specs related to network services, infrastructure, instructional technology &amp; planning Computer Center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To:</td>
<td>Board of Trustees</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>May 15, 2007</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Third Quarter Financial Status Report and CCFS-311 Q for 2006/07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CCFS-311Q</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The CCFS-311Q report is attached for review. Staff are available to answer any questions.

Administrator Initiating Item

Albert J. Harrison II, Vice President – College Operations
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data 1</td>
<td>Data 2</td>
<td>Data 3</td>
</tr>
<tr>
<td>Data 4</td>
<td>Data 5</td>
<td>Data 6</td>
</tr>
<tr>
<td>Data 7</td>
<td>Data 8</td>
<td>Data 9</td>
</tr>
<tr>
<td>Data 10</td>
<td>Data 11</td>
<td>Data 12</td>
</tr>
</tbody>
</table>

**NOTE:**
- Ensure all columns are properly aligned.
- Each row should contain accurate data.
- Use clear and concise labels for each column.
<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>$3,434,163.00</td>
<td>$1,268,067.64</td>
<td>36.93%</td>
</tr>
<tr>
<td>State</td>
<td>7,574,118.00</td>
<td>5,229,709.28</td>
<td>69.05%</td>
</tr>
<tr>
<td>Local</td>
<td>41,049,420.00</td>
<td>24,340,171.64</td>
<td>58.44%</td>
</tr>
<tr>
<td>Interfund Transfers In</td>
<td>8,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>52,665,701.00</td>
<td>30,837,948.56</td>
<td>58.55%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>19,505,515.00</td>
<td>14,997,178.45</td>
<td>76.89%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>10,694,220.00</td>
<td>7,543,963.17</td>
<td>70.17%</td>
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<tr>
<td>Employee Benefits</td>
<td>5,068,393.44</td>
<td>6,810,715.41</td>
<td>71.18%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>1,296,922.00</td>
<td>526,514.97</td>
<td>40.62%</td>
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<tr>
<td>Other Operating Expense and Services</td>
<td>5,882,423.55</td>
<td>3,206,257.65</td>
<td>54.54%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,406,151.00</td>
<td>437,855.67</td>
<td>31.09%</td>
</tr>
<tr>
<td>Other Outgo</td>
<td>4,053,075.00</td>
<td>2,995,324.44</td>
<td>73.90%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>52,608,690.00</td>
<td>36,520,109.76</td>
<td>69.61%</td>
</tr>
</tbody>
</table>
## College of Marin
Unrestricted
For the Nine Months Ending March 31, 2007

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>$300,000</td>
<td>$270,000</td>
<td>90.00%</td>
</tr>
<tr>
<td>State</td>
<td>3,203,798.00</td>
<td>2,353,613.17</td>
<td>73.46%</td>
</tr>
<tr>
<td>Local</td>
<td>36,301,376.00</td>
<td>22,244,557.96</td>
<td>59.08%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>41,505,476.00</td>
<td>24,598,441.13</td>
<td>59.27%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>17,823,786.00</td>
<td>13,709,014.30</td>
<td>76.91%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>9,101,699.00</td>
<td>6,420,814.52</td>
<td>70.55%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>6,665,000.00</td>
<td>6,132,041.12</td>
<td>70.77%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>592,086.00</td>
<td>346,461.88</td>
<td>59.43%</td>
</tr>
<tr>
<td>Other Operating Expense and Services</td>
<td>4,977,374.00</td>
<td>2,901,654.28</td>
<td>58.30%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>183,169.00</td>
<td>162,594.02</td>
<td>88.82%</td>
</tr>
<tr>
<td>Other Oulgo</td>
<td>130,724.00</td>
<td>111,938.94</td>
<td>85.63%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>41,474,737.00</td>
<td>29,764,619.06</td>
<td>71.31%</td>
</tr>
</tbody>
</table>

Catalog ID: Summary by Objct
## College of Marin
### Community Services
### For the Nine Months Ending March 31, 2007

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>$1,305,150.00</td>
<td>$854,715.16</td>
<td>65.49%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>1,305,150.00</td>
<td>854,715.16</td>
<td>65.49%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificated Salaries</td>
<td>440,455.00</td>
<td>331,113.23</td>
<td>75.18%</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>352,582.00</td>
<td>210,125.24</td>
<td>59.60%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>176,941.00</td>
<td>130,514.05</td>
<td>72.53%</td>
</tr>
<tr>
<td>Books Supplies &amp; Equip Rental</td>
<td>91,400.00</td>
<td>44,692.72</td>
<td>48.90%</td>
</tr>
<tr>
<td>Other Operating Expenses and Services</td>
<td>204,500.00</td>
<td>136,570.86</td>
<td>66.78%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>10,000.00</td>
<td>8,966.12</td>
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<td><strong>Total Expenditures</strong></td>
<td>1,276,878.00</td>
<td>862,002.22</td>
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Catalog ID: Summary by Objct
<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td><strong>Revenues</strong></td>
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<td>Federal</td>
<td>$3,433,863.00</td>
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<td>State</td>
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<td>Interfund Transfers In</td>
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<td><strong>Total Revenues</strong></td>
<td>9,855,075.00</td>
<td>5,384,792.27</td>
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<td><strong>Expenditures</strong></td>
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<td>Certificated Salaries</td>
<td>1,241,274.00</td>
<td>957,050.92</td>
<td>77.10%</td>
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<td>Classified Salaries</td>
<td>1,439,936.00</td>
<td>1,013,023.41</td>
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<td>Employee Benefits</td>
<td>723,442.44</td>
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<td>Books Supplies &amp; Equip Rental</td>
<td>612,537.00</td>
<td>135,960.37</td>
<td>22.15%</td>
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<tr>
<td>Other Operating Expense and Services</td>
<td>700,549.56</td>
<td>170,032.51</td>
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<tr>
<td>Capital Outlay</td>
<td>1,214,982.00</td>
<td>256,175.53</td>
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<tr>
<td>Other Ouiyo</td>
<td>3,922,351.00</td>
<td>2,883,388.50</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>9,855,075.00</td>
<td>5,973,488.46</td>
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BACKGROUND:

Swinerton Management & Consulting is required by contract to “prepare a Program Definition Document [PDD] for new construction and renovation construction … in conformance with the terms and conditions of the bond issuance … and District’s supplied planning work to date” (SMC contract, Appendix A, page A-13). Final preparation of the PDD commenced upon approval of the Bond Spending Plan in October 2006. The PDD version submitted at this time includes projects in the plan as of January 2007, as well as infrastructure budget transfers undertaken as “Step One” of the Revised Bond Spending Plan presented to the Board in February 2007. Because the PDD is dynamic in nature, revisions reflecting changes to the Bond Spending Plan since January 2006 will be forthcoming.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

None – information only.
# BOARD AGENDA ITEM

**To:** Board of Trustees  
**From:** Superintendent/President  
**Subject:** Bond Program Information Items  
**Date:** May 15, 2007  
**Item & File No.:** C.13.D

## INFORMATION

<table>
<thead>
<tr>
<th>Enclosure(s):</th>
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<tbody>
<tr>
<td>SMC Quarterly Report 1Q 2007</td>
</tr>
<tr>
<td>Revised Bond Spending Plan</td>
</tr>
<tr>
<td>Commissioning Language</td>
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</tbody>
</table>

## BACKGROUND:

The following bond program items are presented herein for Board information:

- SMC Quarterly Report for period ending March 31, 2007
- Revised Bond Spending Plan as approved by Board April 17, 2007
- Long form contract pages applicable to commissioning, in response to Trustee Moore’s April 17 inquiry

## FISCAL IMPACT:

None.

## RECOMMENDATION:

None; information only.
Marin Community College District  
Revised Bond Spending Plan  
Prepared by V-Anne Chemock, Director of Modernization  
Revised April 2007 based on new data

<table>
<thead>
<tr>
<th></th>
<th>Approved by</th>
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<td>BOT 10/06</td>
<td>BOT 2/07</td>
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<td><strong>Program Budgets</strong></td>
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<td>ERP (technology program)</td>
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<td>Reserves</td>
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<td>Funds to be allocated</td>
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<td><strong>Projects Approved by Board 10/06</strong></td>
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<td>KTD Science/Math/CP Complex</td>
<td>$42,800,000</td>
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<td>KTD Arts Complex - Fine Arts Building</td>
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<td>KTD Arts Complex - PA Building modernization</td>
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<td>KTD PE Complex modernization</td>
<td>$21,700,000</td>
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<tr>
<td>IVC Transportation Complex (incl. machine metals)</td>
<td>$7,400,000</td>
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<td>IVC Main Complex</td>
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<td><strong>Projects w/ Approval Pending</strong></td>
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<td>KTD Gateway Complex (Admin, Humanities, CC)</td>
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<td>KTD Fusselman Hall</td>
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<td>KTD LRC Modernization</td>
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<td><strong>Infrastructure Budgets</strong></td>
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<tr>
<td><strong>KTD original infrastructure budget</strong></td>
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<tr>
<td>KTD Demolition</td>
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<tr>
<td>KTD Tree Removal</td>
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<td>KTD West Campus Bridge</td>
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<td>KTD Geothermal Field</td>
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<tr>
<td>KTD Larkspur Annex</td>
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<td>KTD Additional Site Development</td>
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<td>IVC Bridge and Pathways</td>
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<td>IVC Storm Drain</td>
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<td>IVC Tree Removal</td>
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<td>IVC Geothermal</td>
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<tr>
<td>IVC Parking, Bioswale</td>
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<td>IVC Power Plants</td>
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<td><strong>Total</strong></td>
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</table>

**Notes:** Projects/categories shown in gray are no longer in budget  
1 KTD geothermal field is now listed as an infrastructure project separate from the Science/Math/Central Plant Complex.  
2 Modernization projects (PE and Performing Arts) include an additional 5% change order contingency (i.e. total 15%).
MEMORANDUM

Date: April 18, 2007
To: V-Anne Chernock, Director of Modernization
From: Rich Graziano, Program Manager
Re: Board of Trustees Meeting 4/17/07

In regards to comments by Trustee Moore on commissioning agent, we have reviewed the standard architect’s contract agreement and verified this is included in contracts as per attached copies.
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, and Operation/Project Close-Out 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 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 in accordance with the Milestone Schedule in Appendix C.

2.2.6 Architect shall engage all appropriate specialty Subconsultants 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 Agreement by reference to the extent not inconsistent with Subconsultants' scope of work. Architect shall notify the District and allow sufficient time for the District to consider and approve the specialty Subconsultants. 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 Subconsultants 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-built 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 on an ongoing basis of the effect of or the change in 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 verify that construction is in compliance with such rebate requirements and report to the District any problems encountered or anticipated.

2.2.14 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, any Board
directives, 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 this Professional
Services Agreement, Appendix A, including, but not limited to, paragraphs 1.3.4, 2.2.1,
2.4.2.2, 2.4.4.1, 4.6.2, 4.10, 5.9, and 8.11.4 and any Board presentation.

2.3 Coordination of Engineering Consultants and Architects

2.3.1 Architect shall be solely responsible to coordinate all engineering disciplines and
Subconsultants involved in completing the Services. Architect's Subconsultants shall
fully coordinate with Architect and all engineering disciplines and Subconsultants
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 Subconsultant interfaces well and is properly coordinated, sound and
well engineered, with details that work together with regard to all affected disciplines. In
performing under this Agreement, Architect and its Subconsultants shall adhere to
District standards and guidelines and any Board directives.

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 Agent 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 consultants. Such coordination shall not impose on
Architect responsibility for the work of the hazardous materials consultants. However,
Architect shall consider the work of the hazardous materials consultants 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 Milestone Schedule in Appendix C.

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 Milestone Schedule and
identifiable by Bid Set. 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.
4.6.3.2 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 [Not Used.]

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 Board directives, 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 in order for Architect to register and file for the LEED certification on behalf of the District and for 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:
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:
Be prepared to present footprint, floor plans, elevations, and other information as appropriate, to District Board of Trustees. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

5. Design Development Phase

254725-1
Revised March 14, 2007

11 Professional Services Agreement (Arch)
Appendix A
Comply with the standard of care of an Architect experienced in California 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 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 12 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 Third Update of Estimate of Budgeted Construction Cost:
Based on the information contained in the Drawings and Specifications, submit, at 95% completion, an update of preliminary estimates of Budgeted Construction Cost and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimates and, as part of the report, reconcile the updated Budgeted Construction Cost with the District budget and the Program Manager’s independent estimate. Participate and make changes in the documents to meet a standard of 95% of District budget as reconciled.

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;
6.8.2 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 Agent and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary. Be prepared to present the revised footprint, floor plans, and elevations to the Board. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

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:**

7.2.1 If any of the following events occur:

7.2.1.1 The lowest responsive base bid received is in excess of seven percent (7%) over the Budgeted Construction Cost, or

7.2.1.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Budgeted Construction Cost, or

7.2.2 Then the District, in its sole discretion, has one or a combination of the following alternatives:

7.2.2.1 Give the Architect written approval on an agreed adjustment to the Budgeted Construction Cost.

7.2.2.2 Authorize the Architect to re-negotiate, when appropriate, or re-bid the Project
within three (3) months time of receipt of bids (exclusive of District and other agencies’ review time) at no additional cost to the District.

7.2.2.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

7.2.2.4 Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Budgeted Construction Cost for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect’s responsibility arising out of the establishment of a Budgeted Construction Cost. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

8. Construction Phase

8.1 Period of Service:
The Construction Phase will commence with the award of the construction contract for the Project, and will terminate upon issuance of a Notice of Completion of the construction contract. 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 Construction Documents. Architect shall perform all duties which the Construction Documents 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 Construction Documents, 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 Agent and any other Project Inspectors, testing agencies, and governmental agencies as set forth in the Construction Documents and this Agreement. 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 in the Construction Documents 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 shall attend the Preconstruction Conference and commissioning meetings, as requested.

8.2.6 Architect shall, after approval of the plans and specifications by the DSA, and as soon as the construction contract is awarded, 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
8.8.3 Architect shall incorporate comments of the Commissioning Agent into its submittal review.

8.8.4 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.

8.8.5 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.

8.8.6 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.

8.8.7 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 Construction 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 Construction Documents, 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 Construction Documents.

8.9.2.4 Requests for interpretation and clarification of Construction 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 Contractor in a timely manner and, for the purpose of performing its review obligations
assembled by Contractor in accordance with the Construction 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 Construction Documents); and shall transmit them to District with written comments and recommendation on their conformance with Construction Documents 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 [Not Used.]

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 Agent 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.
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 **Project Inspector:**
District shall supply the Project Inspector required by the Education Code.

13.10 **Commissioning Agent:**
District shall supply the Commissioning Agent.

END OF APPENDIX A
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Long Form Contract Corrections –
Kwan Henmi Architecture/Planning
Marcy Wong/Donn Logan Architects
Reason for Board Consideration: Enclosure(s):

INFORMATION

Affected contract pages

BACKGROUND:

On March 27 and April 17, 2007, the Board of Trustees approved long form contracts to Kwan Henmi Architecture/Planning and Marcy Wong/Donn Logan Architects for bond project design services. In executing the final contracts with each architect, a few minor items were found in need of correction. All items have been reviewed and found acceptable to legal counsel; none have fiscal or material impacts to the agreements. Affected pages are therefore presented herein as information to the Board.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

None – information only.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
April 23, 2007
Marin Community College District

Revisions to Kwan Henmi Architecture/Planning, Inc Professional Services Authorization with Appendices dated March 27, 2007 for Diamond PE Complex

7. Representations
7.2 delete the word "extensive".
7.3 delete the words "a specialist" and substitute "other licensed professionals".

Appendix A
Page 1, Scope of Work description. Add the following sentence: "The programming efforts for this project are limited to validation of the program prepared by Steinberg Architects."

Appendix C, Milestone Schedule
Revise DSA submittal date to June 15, 2007.

Accepted

__________________________
Jeff Stahl
Vice President, Kwan Henmi Architecture, Planning Inc.

Date

__________________________
Al Harrison
Vice President of College Operations
Marin Community College District
5.1 District's obligation hereunder shall not at any time exceed the amount approved by the Board of Trustees and approved by the District's Vice President or designee for payment to the Architect pursuant to the terms of this Agreement.

5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its Trustees, employees, officers and agents to request Architect to perform Services or to provide materials, equipment and supplies that would result in Architect performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 District shall not reimburse Architect for Services, materials, equipment or supplies provided by Architect beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Architect through Jeffrey Stahl, its Principal in Charge, at Kwan Henmi, One Beach Street, Suite 103, San Francisco, CA 94133, and Architect shall direct all communications to District through Jake Skae, its Construction Manager, Kentfield Campus, Swinerton Management & Consulting, Inc, at (physical address) 835 College Ave, Building MS-3, Kentfield, CA 94904, (mailing address) P.O. Box 144003, Kentfield, CA 94914.

6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Architect.

6.3 Architect agrees that all professional personnel assigned to the Project[s] will be listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Architect. Architect agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Architect. Resumes for all listed professional personnel are attached to Exhibit 2 of Appendix A, and by this reference incorporated herein.

7. Representations

7.1 Architect represents that it has reviewed Appendix A, Services to be Provided by Architect, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee including expenses within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments to Architect, and within the times specified in the Milestone Schedule.

7.2 Architect represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Architect also represents that it has knowledge of all applicable building codes, laws, regulations and ordinances.

7.3 Architect represents that it and its Subconsultants are similarly experienced in the architectural and engineering services intended for the Project[s]. Architect agrees that the Services shall be performed in a

254724-1 4 Professional Services Agreement (Arch) Contract
manner that conforms to the standards of architectural and engineering practice observed by other licensed
professionals in performing services similar to the Services. Architect's Statement of Qualification, dated
March 14, 2005, is incorporated herein by reference.

7.4 The granting of any progress payment by District, or the receipt thereof by Architect, or any inspection,
review, approval or oral statement by any representative of District or any other governmental entity, shall
in no way waive or limit the obligations in this Section 7 or lessen the liability of Architect for
unsatisfactory Services, including but not limited to cases where the defective or below standard Services
may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782),
Architect shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold
harmless District and its Trustees, officers, departments, officials, representatives and employees
(collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including,
without limitation, injury to or death of an employee of Architect or its Subconsultants), expense and
liability of every kind, nature and description (including, without limitation, incidental and consequential
damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses
incurred in connection therewith and costs of investigation) to the extent arising from (1) the negligent
performance of Services under this Agreement, or any part thereof, or (2) any negligent act or omission of
Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control
(collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall
not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active
negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Architect shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold
harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity,
including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses,
that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name,
trademark, service mark or any other proprietary right of any person or persons in consequence of the use
by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this
Agreement.

8.3 District shall include a provision in the construction contract with the general contractor on the Project
requiring the general contractor to indemnify Architect for damages resulting from the negligence of the
general contractor and its subcontractors. District shall also include a provision in the construction contract
with the general contractor on the [each] Project requiring the general contractor to name Architect as an
additional insured on its Comprehensive General Liability insurance coverage.

8.4 Architect shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities
and insurance obligations in favor of District and other Indemnitees in the exact form and substance of
those contained in this Agreement.

8.5 District acknowledges that the discovery, presence, handling or removal of asbestos products,
polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any]
Project site is outside of Architect's expertise and is not included in the scope of Services Architect is to
perform nor included in Architect's insurance. District shall hire an expert consultant in this field if the
[any] Project involves such materials. Architect shall not be responsible or be involved in any way with the
discovery, presence, handling or removal of such materials. Architect shall be responsible to coordinate
with District's expert consultant as required by Appendix A, "Services To Be Provided By Architect".

9. Liability of District
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 March 27, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing for professional services.

1. Projects Under this Agreement
   1.1 General

Total work scope (building, site work, landscaping, parking, etc.)

Diamond PE Complex Modernization Project No. 308B: $15,600,000.00 Budgeted Construction Cost

Scope of Work

Renovation and Modernization of Diamond P.E. Complex, including structural alterations, 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 $15,600,000.00 (excluding costs associated with temporary housing). Minimum sustainable design goal is LEED EB-Certified. Project includes solar thermal panels sufficient to heat the Complex’s swimming pools. The programming efforts for this project are limited to validation of the program prepared by Steinberg Architects. 3

1.2 Construction Budgets

The agreed upon “Budgeted Construction Cost,” above, means the anticipated value of the construction contract for the Project, as estimated after completion of the Programming Phase. Architect shall treat the Budgeted 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 an architect experienced in California schools design, and shall meet the criteria set forth below.

1.3.2 Architect shall not, unless otherwise permitted in writing by 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
APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated March 27, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture Planning, Inc. (“Architect”) providing for professional services.

The following table(s) include 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>
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</thead>
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<tr>
<td>COMMENCEMENT</td>
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<tr>
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<td>CONSTRUCTION DOCUMENT PHASE—end</td>
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END OF APPENDIX C
Marin Community College District

Marin Community College District
Measure C Bond
Capital Improvement Program

Professional Services Agreement

With

Marcy Wong & Donn Logan Architects

for the

Performing Arts Complex & Fine Arts Building
And Related Design Services

April 17, 2007
Marcy Wong & Donn Logan
Architects

“Services” All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement;

“Subconsultants” Architect’s consultants and subconsultants of any tier.

2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project[s].

3. Services Architect Agrees to Perform

3.1 Architect shall perform all Services described in Appendix A, “Services to be Provided by Architect”, attached hereto and incorporated by reference as though fully set forth herein.

3.2 Architect shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix C. Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time reasonably required for District’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Program, Project[s] and Services. Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Architect gives written notice of the excusable event and requests a time extension within seven calendar days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect or failure to act by District or District’s agents or consultants when acting at District’s direction causing delay, breaches of this Agreement by District, unreasonable delays by reviewing authorities in the approval of submittals, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project[s], or any other circumstances beyond Architect’s reasonable control. If the period of excusable delay caused by an excusable event concurs with an Architect caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.

3.3 Architect may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Architect as a direct result of the delay and not otherwise within Architect’s scope of Services, and (iii) are documented to the District’s satisfaction.

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Architect shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

3.5 The Architect shall record meeting notes for all meetings Architect attended during the Design and Bidding Phase of a Project. Within two (2) Workdays after the meeting or 24 hours prior to the next meeting, whichever time is the shortest, Architect will distribute minutes to District and to those affected by decisions made at the meeting by e-mail. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes meeting the approval of the District’s Representative will constitute final memorialization of results of meetings.

3.6 A master list of all specified submittals required for the project shall be submitted, as drafts, both electronically, in MS Word, and in writing as part of the 90/95% CD submittal and again in final form with the other final bid documents.
3.7 Web based project management. District projects valued at $500,000, or more, or having a scheduled duration of 6 months or longer will utilize the District’s specified web based project management software. When project management software is activated the architect will be required to perform project management activities including but not limited to the review of and response to submittals, RFIs, etc., review, creation and distribution of meeting minutes and other similar tasks, via the District’s specified web based project management software. Costs associated with software licenses and any training required for the architect or their staff to perform these activities is an additional service and shall be added to the contract when project management software is selected.

4. Compensation

4.1 District shall pay Architect compensation according to the Compensation Schedule established in Appendix B, “Payments to Architect” which states a lump sum fee including expenses. District shall pay Architect in monthly payments on or before the last day of each month for Services in an amount which the District, in its reasonable discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is due under Appendix B.

4.2 District shall not incur any charges under this Agreement, nor shall any payments become due to Architect for any payment period on the Project[s], until District receives all deliverables required under Appendix A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect has partially completed one or more deliverables due during a payment period, and if Architect demonstrates diligent progress thereon, then District may consider a partial progress payment based upon Architect’s percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.

4.3 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District’s receipt of any requested documentation verifying the claimed amount(s) and District’s determination that the amount is due under the terms of this Agreement. District shall advise Architect, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Architect’s submittal and District’s acceptance of all deliverables to District required by Appendix A.

4.4 Invoices furnished by Architect under this Agreement must be in a form acceptable to District. All amounts paid by District to Architect shall be subject to audit by District. Architect shall maintain books and support documentation and submit to audit as and when required. Payment shall be made by District to Architect at the address stated in Section 6.1.

4.5 District may set off against payments due Architect under this Agreement any sums that District determines that Architect owes to District because of Architect’s errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Section 24.3 of this Agreement, to be attended by District, Architect, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District’s demand, then the Marin County Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.

5. Maximum Costs
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 an architect experienced in California schools design, and shall meet the criteria set forth below.

1.3.2 Architect shall not, unless otherwise permitted in writing by 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 endeavor to 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 shall 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, and Operation/Project Close-Out 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 coordination with Subconsultants or other District Architects).
materials consultants 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 Milestone Schedule in Appendix C.

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 Milestone Schedule and identifiable by Bid Set. The task list for each phase of the Services under this Agreement shall be submitted within the first week of the commencement of each such phase.

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 Milestone Schedule, including any and all design interfaces referenced.

2.4.3.1 Architect shall submit a preliminary schedule within two weeks (Ten working 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 Bid Set (design and construction documents ready to
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 District may conduct a peer review of the Design Development Phase documents, including submittal of a list of revisions required to complete the documents.

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
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 is complete and ready to bid, and meets the applicable levels of constructability, biddability, structural integrity, watertightness, durability, maintainability, and security, in conformance with applicable laws, statutes, regulations and ordinances.

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 Agent and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary. Be prepared to present the revised footprint, floor plans, and elevations to the Board. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

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:

7.2.1 If any of the following events occurs:

7.2.1.1 The lowest responsive base bid received is in excess of seven percent (7%) over the Budgeted Construction Cost, or

7.2.1.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Budgeted Construction Cost.
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 Agent 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 The following Additional Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

11.1.1 Making revisions in drawings, specifications, or other documents when such revisions are:
11.1.1.1 Inconsistent with approvals or instructions previously given by the District.
11.1.1.2 Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
11.1.1.3 Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.

11.1.2 Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.

11.1.3 Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

11.1.4 Providing services made necessary by the default of or delay caused by contractor(s), by major defects, or deficiencies in the work of contractor(s).
11.1.5 In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

11.1.6 Providing deliverables or other items in excess of the number indicated in this Appendix A. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in this Appendix A so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District’s expense or on District’s account at a specific vendor.

11.1.7 Providing services as directed by the District that are not part of the Services of this Agreement.

11.1.8 Providing consultation and services as directed by District concerning any post-construction claim arising from the Project in which Architect did not in any way cause the claim.

11.1.9 Providing training, adjusting, or balancing of systems and/or equipment

11.1.10 Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

11.1.11 Providing Submittal review beyond the two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

11.1.12 Providing more than seventy (70) total site visits per project, including punch list and close out site visits.

12. Periods of Service

12.1 Milestones:
Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones.

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:
APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated April 17, 2007, between the Marin Community College District (the “District”), and Marcy Wong & Donn Logan Architects (“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 $3,290,000.00

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 [Not Used.]

1.4 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 of the original fee for that Project, of Architect’s incurred costs and progress under Paragraph 2.3 below, and of 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.

1.6 All expenses necessary to provide the Basic Services are included in the lump sum fee, 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.

2. Methods of Payment for Services and Expenses of Architect

2.1 For Basic Services on the Project: The District shall pay Architect 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 2.2 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, Architect shall be paid according to its percentage completion of each phase at each project.
Marin Community College District
Measure C Bond Program

Contracts for Designated Approval
May 15, 2007
C.13.F

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
      1. Site Testing & Investigation – Project # 417A ($11,500)
         Sub-surface testing areas around Main Building Complex footprint
         LSA Associates, Inc. – Short Form Professional Services Agreement
   b. Full Contracts / Ratifications - none
   c. Amendments

2. Construction Contracts
   a. Bid Awards - none
   b. New Contracts - none
   c. Ratifications - none
   d. Change Orders - none
   e. Notices of Completion – none

3. Information Items
   a. None

Approval Limits:
   o Formal (contract documents presented to the BOT)
      ▪ Goods > $55,100 (pending Board approval)
      ▪ Construction / Change Orders > $15,000
      ▪ Professional Amendments > $50,000
   o Designated (contract documents referenced to the BOT)
      ▪ Goods < $55,100 (pending Board approval)
      ▪ Construction / Change Orders < $ 15,000
      ▪ Professional Amendments < $50,000