BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JUNE 10, 2008
The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board on a posted item may fill out a card and give it to the Recording Secretary.

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

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

A. Closed Session – 4:00 p.m. in SS A&B Conference Room, Kentfield Campus

1. Call to Order, Roll Call and Adoption of Agenda
   a) Request for Public Comment on Closed Session Agenda

2. Closed Session: To consider and/or take action upon any of the following items:
   (a) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
      CONFERENCE WITH LABOR NEGOTIATOR
      Relative to the following organizations representing employees: United Professors of Marin
      (AFT/UPM), California School Employees Association (CSEA), Service Employees International
      Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
      Agency Negotiator: Larry Frierson

   (b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section
      54956.9:
      CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
      Nine cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
      Mize-Kurzman vs. MCCD (Marin Superior Court)
      S. Rollison vs. MCCD
      UPM/Christensen vs. MCCD – Arbitration
      UPM vs. MCCD – Retiree Incentive Arbitration
      CSEA PERB Unfair Labor Practice Charges – Negotiations
B. Regular Meeting

1. Call to Order, Roll Call and Adoption of Agenda
   - Administration of Oath of Office to Student Trustee

2. Approval of Minutes (4 minutes)
   - Minutes of May 13, 2008 Board Meeting

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

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

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (10 minutes)
      (1) WASC Update
      (2) COM/MTA Joint Use Agreement Update

6. Academic Senate Report (5 minutes)

7. Classified Senate Report (5 minutes)

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

9. Board Study Session (30 minutes)
   a. Budget Update (Preliminary Tentative Budget Projections for 08/09) (Al Harrison)
   b. Annual Status Update for Measure C Modernization Program (Leigh Sata, Swinerton)
10. Consent Calendar Items (Roll Call Vote) (10 minutes)

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

A. Calendar of Upcoming Meetings
   July 22, 2008 Regular Meeting of the Board of Trustees will be held on the Indian Valley Campus, Ohlone 106 – 6:30 p.m.

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

C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
   1. Phased-in Early Retirement of Academic Personnel

D. Short-Term Hourly Positions

E. Approve Revised Sabbatical Leave Revisions

F. Modernization - Ratify Professional Service Contract Amendments
   1. No-cost contract time extensions – various consultants
   2. Amendments less than $30,000 – various consultants

G. Approve Notice of Completion for Circle Drive Rehabilitation Project

11. Other Action Items (10 minutes)

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

A. Approve Puente Project: Memorandum of Understanding between College of Marin and the Regents of the University of California

B. Approve Memorandum of Understanding – Sutter Marin, dba Novato Community Hospital (NCH) and the Marin Simulation Center

C.(1-4) Approve Resolutions Granting Authorization to Sign on Behalf of Governing Board

D. Approve Purchase Order for Printing of Fall, Winter, Spring and Summer 2008/09 Community Education Schedules

E. Modernization (Measure C)
   1. Special Approvals
      a. Approve Annual Contract Renewals
         1. Ford Graphics – Reprographics Services
2. Miller Brown & Dannis – Legal Counsel

2. Ratify/Approve Construction Contracts and Changes
   a. Ratify West Campus Utility Extension Project (#407D – incorporating parts of #850C and #850H) – DiGiorgio Contracting Company
   b. Approve Austin Science Center Roof Repairs Project (#850E) – American Services Co. – Change Order 4
   c. Approve Diamond PE Center Alterations Project (#308B) – Alten Construction – Change Order 2
   d. Approve Small Construction Contracts for PE Complex Portables Project (#850F)
      1. Classic Plumbing – Plumbing Contractor
      2. TMP Services, Inc. – Ramp Contractor
      3. Striping Graphics – Parking Lot Striping Contractor
      4. Creative Tent Int’l – Purchase & Installation of Tent
      5. Able Fence Co. Inc. – Fencing Contractor

3. Approve Professional Service Agreement Amendments >$30,000
   a. Various Projects on Kentfield and Indian Valley Campuses
      Project Specific Furniture, Fixtures, & Equipment (FF&E) Specifications Work
      Transitions Amendment 3
   b. Math Science Central Plant Complex Project (#305A), Fine Arts Building Project (#306 C) & Performing Arts Modernization Project (#306A)
      Initial Study – Project Specific Portions of EIR
      Contract Time Extension
      Amy Skewes-Cox - Amendment 8

12. Items for Possible Future Board Action (5 minutes)
   A. Marin Conservation Corps Memorandum of Understanding for Indian Valley Organic Farm and Garden (June 24)
   B. Memorandum of Understanding – San Mateo Community College District and Marin Community College District and Program to Support Solar Technician Training (June 24)
   C. Project Stabilization Agreement (PSA) (June 24)
   D. COM/MTA Agreement (June 24)
   E. Revised Board Policies (June 24)
      1. BP 6100: Delegation of Authority
      2. BP 6150: Designation of Authorized Signatures
      3. BP 6320: Investments
      4. BP 6400: Audits
5. BP 6530: District Vehicles
6. BP 6580: Excavation Policy
7. BP 6700: Civic Center and Other Facilities Use
8. BP 6740: Citizens’ Bond Oversight Committee

F. Final Tentative Budget (June 24)
G. Bolinas Lab Recommendations (July)
H. Textbook Cost Containment (July)
I. Memoranda of Understanding for Partnership Agreements for the Marin Simulation Center (June 24)

13. Information Items (5 minutes)
   A. Modernization Update
      1. Bar Schedule with Spent to Date Through May 2008
   B. Sustainability Update
   D. Participatory Governance System Revised Plan
   E. Out-of-Compliance Degrees
   F. Calendar of Special Events
      College of Marin Dental Assisting Program Graduation – June 19, 2008, 6:30 p.m., Student Services Courtyard, Kentfield
      IVC Groundbreaking – July 22, 2008
      1:00 p.m., Campus Green, IVC Campus

14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
A. Board Study Session

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

Board President Hayashino called the meeting to order at 2:20 p.m. in Oehlone 106 at the Indian Valley campus. All publicly elected Trustees were present except Trustees Treanor and Kranenburg. Student Trustee Tam arrived at 2:25 p.m.

M/s (Long/Paterson) to adopt the agenda for the Study Session as presented. The motion passed unanimously (5-0).

2. Board Policies and Administrative Procedures Revision Process

President White introduced Dr. Jane Wright, a special consultant with the Community College League of California’s (CCLC) Board Policy and Administrative Procedure Subscription Service, who is assisting us with our Board policies and administrative procedures revision process. She and attorney Mary L. Dowell of Liebert Cassidy Whitmore made a presentation to the Board on the policy and procedure revision process we are following and the progress made thus far (copy of presentation attached). Dr. Wright noted that Board policies require Board adoption and that administrative procedures, which implement Board policy, laws and regulations, do not require Board action. She explained that the Policy and Procedure Task Force, which is comprised of representatives from all campus constituent groups, reviews proposed institutional policy and procedure revisions for chapters 3 to 7 (based on templates provided by CCLC) which come from the Chapter Vice President and related managers prior to submission to College Council for review. Proposed policy revisions are submitted by chapter to the Board of Trustees for first reading and discussion and then for action and adoption. Proposed changes to administrative procedures are submitted to the Board for information.

Policy and Procedure chapters 1 and 2, which deal specifically with the Board of Trustees, will be reviewed by the Board subcommittee (Trustees Long and Namnath) in facilitated meetings with Dr. Wright and President White. Chapters 1 and 2 will be submitted to the Task Force and College Council as information items and to the Board of Trustees for first reading and discussion and then for action and adoption. Administrative procedures will be submitted as information items to the Board. Upon official Board adoption, policies/procedures are posted to the website.

Board members discussed the process, asked questions and provided feedback. Attorney Liebert cautioned against including extraneous language in the policies because the
language will have the force of law and we could find ourselves called to task for violation. Dr. Wright emphasized the importance of supporting the process we are following and the people who have participated in the review of the documents. Attorney Liebert noted that the time for the Board to have lively dialog about the policies and to suggest revisions if necessary is during first reading.

It was noted that the Board Policy subcommittee was scheduled to meet the next morning to review Chapters 1 and 2. No direction was given by the Board at this Study Session.

The Board Study Session recessed at 4:00 p.m.

B. Closed Session

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

Board President Hayashino reconvened the meeting of the Board of Trustees of the Marin Community College District at 4:25 p.m. in the AS 101 Conference Rooms on the Indian Valley campus. All publicly elected Trustees were present except Trustee Treanor, who arrived at 5:25 p.m. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

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

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

C. Regular Meeting

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

The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:50 p.m. in Ohlone 106 on the Indian Valley campus by Board President Hayashino. She announced that the meeting was being recorded to facilitate the preparation of minutes. All publicly elected Trustees were present and Student Trustee Tam was in attendance.

M/s (Long/Paterson) to approve the agenda with two changes:

C.11.C should read: "Resolution to Designate NCCC SIA Representatives."

C.11.E.1.c should read “Approve Resolutions Declaring Non-School Building for Instructional Purposes."

The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

2. Approval of Minutes and Report of Closed Session

M/s (Treanor/Tam) to approve the minutes of the April 15, 2008 Board meeting. The motion passed by a vote of 6-0-1 with Trustee Hayashino abstaining. Student Trustee Tam cast an advisory aye vote.
M/s (Treanor/Paterson) to approve the minutes of the April 29, 2008 Special Board Meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

Board Clerk Long reported that the Board had met in closed session earlier that afternoon on the items listed on the agenda and that no action was taken.

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

Gloria Kopshever addressed the Board, thanking staff for replacing the pool chair lift at the Indian Valley campus. She mentioned five safety/health/ADA issues at the IVC campus that she wants staff to address:
1) No phone access in Ohlone 106
2) Access ramps/walkways not safe (Ohlone 104 & 106)
3) Disabled access cubicle in women’s bathroom has no lock and does not close for privacy
4) No heat in Ohlone 104 this spring semester
5) Air-conditioning in Ohlone 104 & 106 not working

A copy of Ms. Kopshever’s statement is attached to the minutes as part of the official record. These requests will be submitted to staff for follow-up.

4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions
      1. Resolution in Support of Classified School Employees Week
         Trustee Long asked all classified staff present at the meeting to stand while she read the resolution. M/s (Tam/Treanor) to approve the Resolution in Support of Classified School Employees Week. The motion passed by a unanimous roll call vote of 7-0 plus an advisory aye vote by Student Trustee Tam.
      2. Resolution Opposing the California Department of Food and Agriculture Aerial Spray Program to Eradicate the Light Brown Apple Moth.
         Trustee Dolan proposed some amendments to the resolution, but there was no second. M/s (Treanor/Paterson) to approve the Resolution Opposing the California Department of Food and Agriculture Aerial Spray Program to Eradicate the Light Brown Apple Moth (as written in the Board packet). The motion passed by a roll call vote of 6-1 with Trustee Namnath casting the no vote. Student Trustee Tam cast an advisory aye vote.
      3. Resolution in Recognition of Hoa-Long Tam’s Service as Student Trustee.
         Trustee Long asked Student Trustee Tam to stand while she read the resolution. M/s (Treanor/Kranenburg) to approve the Resolution in Recognition of Hoa-Long Tam’s Service as Student Trustee. The motion passed by a unanimous roll call vote of 7-0. The Trustees expressed their appreciation to Student Trustee Tam for his service and presented him with a gift.

   b. Legislative Report.
      Trustee Paterson reported on the most recent League Legislative Update from the Community College League, calling the Board’s attention to SB 1620 which would ease the 60% restriction for temporary faculty in nursing until 2014. She reported that the CCLC is asking college leaders to urge Assembly leaders to move AB 2277 (Property Tax Shortfall) off the “suspend file” and onto the Assembly floor.
c. **Committee Chair Reports**
   Trustee Long reported on a March 20 meeting of the committee that is exploring the possibility of collaborating on a senior educational/housing/research center. The committee has been looking at similar partnerships that other colleges are involved in and possible funding sources.

d. **Individual Reports and/or Requests**
   Trustee Treanor reported on some of the workshops she attended at the recent CCLC Conference in Palm Springs. At the WASC session it was noted that more and more colleges are being cited by the Accrediting Commission.

   Trustee Dolan also shared information obtained at the CCLC Conference and reported that she attended a marvelous and well received performance of COM's community chorus and orchestra. She also commented on the communications messaging sessions which were recently scheduled for Board members.

   Trustee Paterson commented on the uplifting and moving stories of COM students that were presented at the recent Transfer Reception and President's Circle Breakfast.

   Trustee Treanor reported that she serves on the ACE Education Committee which is working on providing more training and support for new community college CEO's, especially since so many of them are being hired from out-of-state.

   Trustee Long stated that Jim Geraghty's name is mentioned frequently in the community in connection with COM and that Jim is known for helping to set up meetings with other organizations concerning social justice issues.

   Trustee Kranenburg commended President White and staff for an excellent job of organizing the President's Circle Breakfast which gives us an opportunity to show the community what we're doing at COM.

   Trustee Dolan also complimented staff on the President's Circle Breakfast, noting that she has received positive feedback on the event. She announced that Nancy McCarthy, a former member of our Citizens' Oversight Committee, recently lost her husband and that R.J. de Recat, a long-time COM supporter, recently passed away. Trustee Dolan expressed condolences to both families.

   Trustee Hayashino reminded the Board that the state is facing a large budget deficit and that the Governor's Budget was scheduled to come out later in the week. She reported that a coalition has formed among community colleges, CSU's and UC's to oppose budget cuts to education.

5. **Chief Executive Officer's Report**

   Dr. White called the Board's attention to her report in their packets.

   She reported that approximately 170 people attended the President's Circle Breakfast and that Mary Jane Burke, Marin County Superintendent of Schools, was the keynote speaker. Two inspiring and uplifting DVD's which featured our students were shown.
Dr. White introduced Matt Markovich who will be our new Athletic Director effective July 1.

Vice President Martinez announced that we will be initiating a Puente Program in Fall 2008. She expressed her appreciation to Nick Chang, Blaze Woodlief, David Snyder and Arnulfo Cedillo for their efforts in making this possible.

a. Staff Reports

1) COM/MTA/Media Center Update  
President White asked for direction from the Board to proceed with a joint use agreement with MTA to be reviewed by our legal counsel. Greg Stepanicich, attorney for MTA, stated that he has drafted an agreement that is ready to be reviewed by our legal counsel. Board members reached consensus on having our counsel review the draft agreement with the intent of bringing it to the Board for review at the June 10 meeting and for approval at the June 24 meeting.

6. Academic Senate Report  
Yolanda Bellisimo, President of the Academic Senate, reported that she has been mining data from the program reviews and presented some statistics on faculty participation in in-house and outside leadership activities. She emphasized the importance of having a good number of full-time faculty since there is much work to be done. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. Classified Senate Report  
Barbara St. John presented the Classified Senate Report in the absence of Kathleen Kirkpatrick, Classified Senate President. She reported that the Classified Senate raised approximately $275 from its spring fundraiser which will be used for staff development, to honor our retirees, and to replenish the Kelly Litz Fund, an emergency fund for classified staff. She also announced that several classified staff members have volunteered to help with commencement this year. A copy of Ms. St. John’s report is attached to the minutes as part of the official record.

8. Student Senate and Student Association Report
Student Trustee Tam introduced Todd McCleary, the new Student Trustee. He reported that the Student Senate came out in support of the following legislation at the April 21 meeting:

- AB 1409: "Concurrent Enrollment"
- AB 1758: "California National Guard: Tuition and Fee Waivers"
- SB 1301: "Dream Act: Institutional Financial Aid"

The Student Senate opposed AB 2082: "Student Financial Aid: Military Service" at the same meeting.

He also reported that the Student Senate has submitted a request to the District to apply for membership in the Hispanic Association of Schools and Colleges.

A copy of Student Trustee’s statement is attached to the minutes as part of the official record.
9. Board Study Session
None

10. Consent Calendar Items
M/s (Long/Treanor) to approve all items on the Consent Calendar.
The motion passed with a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

A. Calendar of Upcoming Meetings
   No changes

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Permanent Reassignment of Classified Personnel

C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
   1. Phased-in Early Retirement of Academic Personnel
   2. Resignation/Retirement of Academic Personnel

D. Educational Management Personnel Recommendations. Approve the Educational Management Personnel Recommendations:
   1. Appointment and/or Change of Educational Management Personnel

E. Short-Term Hourly Positions
F. Budget Transfers – Month of April - FY 2007/08
G. Warrant Approval
H. Approve San Rafael Redevelopment Agency Financing Plan
I. Approve Academic Calendar 2008-2009
J. Declaration of Surplus Property – Miscellaneous Equipment

11. Other Action Items:
A. M/s (Long/Paterson) to Approve Clinical Nursing Agreement with Holy Names University. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

B. M/s (Long/Treanor) to Approve METI Agreement. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

C. M/s (Kranenburg/Tam) to Approve Resolution to Designate NCCC SIA Representatives. The motion passed by a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

D. M/s (Kranenburg/Tam) to Approve Appointments to Citizens’ Oversight Committee. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

E. Modernization (Measure C)
   1. Special Approvals
a. M/s (Treonor/Paterson) to Approve All Building Projects on the Kentfield & Indian Valley Campuses
   Sole Source Door Keyways Brand
   The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

b. M/s (Treonor/Long) to Approve Pre-Qualified General Contractors, Main Building Complex Project
   (#417A) & Transportation Technology Complex Project (#402A)
   The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

c. Resolutions Declaring Non-School Building for Instructional Purposes
   1. M/s (Long/Treonor) to Approve Resolution Declaring Greenhouse & Shade-House Facilities as a Non-School Building for Instructional Purposes. The motion passed with a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.
   2. M/s (Long/Treonor) to Approve Metal Building for Auto Technology as a Non-School Building for Instructional Purposes. The motion passed with a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

2. Approve Projects and Authorize Bidding
   a. Ms (Namnath/Kranenburg) to Approve Transportation Technology Complex Project (#402A) and Authorize Bidding. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Kranenburg/Long) to Approve Main Building Complex Project (#417A) and Authorize Bidding. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

3. Award/Approve Construction Contracts and Changes
   a. M/s (Long/Kranenburg) to Award West Campus Utility Extension Project (#407D – incorporating parts of #850C and #850H) – bidder to be announced (~$875,000) (revised item). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Long/Treonor) to Ratify 12 KV Utility Extension Project (#407C) (tree removal services prior to start of general construction) – Kingsboro Atlas Tree Surgery, Inc. ($4,650). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   c. M/s (Patsen/Kranenburg) to Approve Diamond PE Center Alterations Project (#308B) – Alten Construction – Change Order #1 ($17,454). The motion passed unanimously (7-0) plus an advisory aye vote by
Student Trustee Tam.

4. Approve Lease
   a. M/s (Paterson/Kranenburg) to Approve PE Complex Portables Project (#850F) (portable shower buildings) Lease
      Mobile Modular Management Corporation (~$64,000). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

5. Approve New Short Form Professional Service Agreements
   a. M/s (Long/Tam) to Approve Various Projects – Kentfield & Indian Valley Campuses Archeological & Environmental Monitoring LSA Associates, Inc. ($54,100) Short Form Professional Services Agreement. The motion passed unanimously (7-0) plus an advisory aye vote from Student Trustee Tam.
   b. M/s (Treanor/Kranenburg) to Approve District Security Consultant (#806A) Campus Security Command & Control System Engineering Services Tomasi-Dubois & Associates ($26,045) Short Form Professional Services Agreement. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

6. Approve Professional Service Agreement Amendments
   a. M/s (Long/Treanor) to Approve Diamond PE Center Alterations Project (#308B)
      Austin Science Center Roof Repairs Project (#850E)
      Ninio and Moore – Amendment 4 ($6,390). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Long/Kranenburg) to Approve District Signage Consultant (#812A)
      Interior signage design standards, SMCP Complex Project (#305A) project-specific signage design
      Kate Keating Associates, Inc. - Amendment 2 ($79,790). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   c. M/s (Long/Paterson) to Approve PE Complex Portables Project (#850F)
      Additional moving fees
      Nor-Cal Moving Services – Amendment 3 ($435). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
7. Approve Assignment and Consent Agreements
   a. M/s (Paterson/Long) to Approve Quali-Con Enterprises, Inc. to
      Peter R. Hull Construction Consulting Assignment and
      Consent Agreement
      DSA Inspection Services, multiple projects ($0). The motion
      passed unanimously (7-0) plus an advisory aye vote by Student
      Trustee Tam.

F. M/s (Treanor/Kranenburg) to Approve Resolution for Approval of Change
   Order #1 to Contract with W.R. Forde Associates for Circle Drive
   Rehabilitation Project. The motion passed by a roll call vote of 5-2 with
   Trustees Dolan and Namnath casting the no votes. Student Trustee Tam
   cast an advisory aye vote.
   Trustee Namnath explained that he voted no because he wanted Circle Drive
   repairs to be integrated with solutions to parking problems associated with the
   Performing Arts project. He thought this would be a great opportunity to
   provide more parking spaces and more disabled parking. Trustee Dolan also
   expressed concern over the Performing Arts project parking situation.

12. Items for Possible Future Board Action
    A. Marin Conservation Corps Memorandum of Understanding for
       Indian Valley Organic Farm and Garden (June)
    B. COM/MTA Agreement (June)
    C. Revised Board Policies (June)
       1. BP 6100: Delegation of Authority
       2. BP 6150: Designation of Authorized Signatures
       3. BP 6320: Investments
       4. BP 6400: Audits
       5. BP 6530: District Vehicles
       6. BP 6580: Excavation Policy
       7. BP 6700: Civic Center and Other Facilities Use
       8. BP 6740: Citizens' Bond Oversight Committee
       President White asked Trustees to submit their feedback on these
       revised policies in writing as soon as possible.
    D. Preliminary Tentative Budget (June 10)
    E. Final Tentative Budget (June 24)
    F. Bolinas Lab Recommendations (July)
    G. Textbook Cost Containment (July)
13. Information Items
   A. Contracts and Agreement for Services Report – April, 2008
   B. Modernization Update
      1. Bar Schedule with Spent to Date Through March 2008
      2. Contract Milestone Report
      3. Bidding Climate
   C. Sustainability Update
   D. COMet Update
   E. Third Quarter Financial Statements
   F. Construction Plans for Sheriff Substation
   G. Revised Administrative Procedures
      1. AP 6100: Delegation of Authority
      2. AP 6150: Designation of Authorized Signatures
      3. AP 6320: Investments
      4. AP 6400: Audits
      5. AP 6530: District Vehicles
      6. AP 6580: Excavation Policy
      7. AP 6700: Civic Center and Other Facilities Use
      8. AP 6740: Citizens’ Bond Oversight Committee
   H. Calendar of Special Events
      COM Retiree Reception – May 14, 2008, 4:00 to 6:00 p.m.
         Marin Art & Garden Center, 30 Sir Francis Drake Blvd., Ross
      College of Marin Foundation Scholarship Awards Ceremony
         May 16, 2008, 5:00 p.m., Kentfield Cafeteria
      College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield
         Campus Lawn
      A Picnic in the Grove, College of Marin Faculty/Staff Picnic, May 22,
         2008, 12:00 to 1:30 p.m., Redwood Grove, Kentfield
      College of Marin Nursing Program Pinning Ceremony
         May 22, 2008, 6:00 p.m., Fine Arts Theater
      Golden Bell Awards – May 29, 2008, 6:00 p.m., Embassy Suites Hotel,
         101 McInnis Parkway, San Rafael
      Annual COM Foundation Board of Directors Meeting – June 3, 2008,
         6:00 p.m., Saylor’s Landing South, Sausalito
      College of Marin Dental Assisting Program Graduation – June 19,
         2008, 6:30 p.m., Student Services Courtyard, Kentfield

14. Correspondence
   Correspondence in Board Packets
15. **Board Meeting Evaluation**
   Trustee Long expressed appreciation for the staff reports.

16. **Adjournment**
   M/s (Kranenburg/Dolan) to adjourn the meeting in memory of R.J. de Recat.
   The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam. President Hayashino adjourned the meeting at 6:50 p.m.
Special Board Study Session
Board Policies & Admin. Procedures
College of Marin – May 13, 2008

Dr. Jane B. Wright, Special Consultant
Community College League of California

Mary L. Dowell, Partner
Liebert Cassidy Whitmore

Overview
- Assumptions of the P & P Service
- Legal Basis
- Defining Policy and Procedure
- Levels
- Language in Templates
- Fostering Success
- Accomplishments to Date

Assumptions of P&P Service
- Emphasizes local control
- Respects local decision-making processes
- Includes minimum language that is required
- Ensures local flexibility
- Creates useful and accessible manuals
- Differentiates between policy and procedure
Legal Basis

- Ed Code, Title 5 Regulations
- Chancellor's (System) Office min. conditions
- Accreditation standards
- Samples have the minimum necessary
- Board role = board policy
- Delegate to CEO (Ed Code Section 70902)
  - Responsible to establish procedures

Defining Board Policy

- Board Policy
  - Establishes general goals & acceptable practices
    - Establishes the "what"
  - Delegates responsibility to the CEO
  - BP 2430 titled Delegation of Authority to CEO
  - Ed Code Section 70902
  - Represents the voice of the Board
  - Requires official Board adoption

Defining Admin. Procedure

- Administrative Procedure
  - Defines acceptable practices
    - Establishes the "how"
    - Includes the details
  - Clarifies responsibility of CEO, adminstrators, faculty, staff, and student leaders
  - Don't require Board action
  - May be submitted to the Board as information items describing how policy will be addressed
Levels

- Legally required by law or regulation
  - Required to have a policy/procedure
  - Required to do the action
  - Accreditation standards
- Legally advised
  - Not required by a specific law, regulation, court case but protect the district from liability
- Suggested as good practice or optional
  - Commonly found in district manuals

Language in Templates

- Approaches
  - Recommended language
  - Suggested language
  - Relevant excerpts from law
  - Sample language
  - "Checklist" of concepts or standards
  - "Insert current practice"

Fostering Success

- Distinguish between policies & procedures
- Reassess "the way things are done"
- Affirm the Board's policy making role
- Significant changes to templates - check with district legal counsel
- Delegate responsibility for procedures to admin., faculty, staff, students, & college leadership councils
- Ensure consistency with catalog, schedule, student handbooks, contracts, & web pages
Accomplishments to Date

- Presentation at October 2007 Board Meeting
- Flowcharts of Process
- Creation of Task Force Page:
  http://www.marin.edu/om/OUP/JPA/JPACTaskForcePage.htm
- Drafts of 7 new Policy/Procedure Chapters submitted to college with all current Marin "Gold Book" policies/reg.,
  legal language, samples from other districts included
- Initial review meetings with administrators, Academic
  Senate, Task Force, etc.

Additional Resources

- P&P Service: www.ccleague.org, click district
  services, policy and procedure service
  - Member ID & password
- Help: Dr. Sara B. Wright, policy_revisor@marin.edu
- California Law (consists of 29 code areas):
  http://leginfo.ca.gov/calaw.html
- California Code of Regulations (also known as
  Title 5 Regulations):
  http://crr.cel.ca.gov/linkedSlice/default.asp?5P
  CCR-10000&Action=Welcome
COLLEGE OF MARIN INSTITUTIONAL POLICY/PROCEDURE REVIEW AND UPDATE PROCESS

Preliminary draft of policy/procedure chapter sent to ODP Office

Ongoing communication with the appropriate VP of the Chapter

Chapter VP and related mgrs. recommend revisions to reflect COM culture &/or local practice. (For "10 plus 1" pol/proc refer to process established by Academic Senate Pres. & VP Student Learning)

Upon official Board adoption, policies/procedures posted to the web site

Ongoing commun. with ODP, VP of the Chapter & CCLC Rep. Dr. Wright. (& Acad. Sen. for "10 plus 1")

Chapter submitted to the Board of Trustees for action and adoption

Policy and Procedure Task Force meets to review chapter & make recommended revisions. Chapter VP should be present. Meeting facilitated by Dr. Wright

Chapter submitted to the Board of Trustees for first reading and discussion

Chapter submitted to the College Council for review.
COLLEGE OF MARIN BOARD-RELATED POLICY/PROCEDURES REVIEW AND UPDATE PROCESS

Preliminary draft Chapter 1 (Institution) & Chapter 2 (Board) policy/procedures submitted to ODP by CCLC Rep. Dr. Jane Wright 8/7/07

Review by College President

College President makes recommended revisions that reflect College of Marin's culture &/or local practice.

Ongoing commun. between Dr. Wright, President and ODP

Board Policy Subcommittee reviews Chapter 1 & 2 in facilitated meeting with Dr. Wright and makes any recommended revisions.

Chapters 1 & 2 submitted to Task Force and College Council as Information Items

Upon official Board adoption, Chap. 1 & 2 policies (& related Procedures) posted to Board section of College web site.

Chapter 1 & 2 Policies submitted to the Board of Trustees for action and adoption. (Admin. Procedures are Info. Items to Board)

Chapter 1 & 2 submitted to the full Board of Trustees for first reading and discussion
TO: College of Marin Board of trustees

From: Gloria Kopshever, sabenovato@comcast.net
Ignacio resident, student and ASEC (Emeritus) IVC Representative.

Thank you to all who worked to replace the pool chair lift with one that meets ADA code. Now that all aquatic classes have been moved to IVC during reconstruction more north Marin residents are discovering the Olympic pool and are adding to those who followed the classes from Kentfield. The new chair is getting good use and improving accessibility.

It is providential that you are meeting tonight in this IVC area that has safety/health/ADA issues:

1- There is no **phone** access in 106 (this room) and 104 for both Adapted PE and credit classes. All cell phones do not work on this campus, i.e. Verizon does not. A recent minor emergency required the instructional aide to leave the classroom to find help else where on the campus.

2- **Access ramps/walkways** are not safe—most students must enter from back door of this room 106 to access Rm. 104. As you leave tonight try to imagine people with mobility issues, wheelchairs, electric carts, canes, navigating this area

3- **Women’s bathroom.** Disabled access cubicle has no lock and does not close for privacy.

4. There is no heat in 104 Spring Semester. Instructor brought a small space heater. The Ceiling has been open exposing duct work and electrical service.

5.- **Air-conditioning** in 104 and 106 is not working. Summer classes will be held in 106 – this very room.
ACADEMIC SENATE

REPORT TO THE BOARD OF TRUSTEES
TUESDAY, MAY 13, 2008

Leadership Positions data gleaned from Program Review executive summaries. Fifty five programs reported although English did not prepare the review in the template and Math and Nursing did not complete this portion of the report.

1) Total number of in house participants = 57 for full time and 44 for part time
2) Total number of outside participants = 26 for full time and 32 for part time
3) Some programs have high participation rates for in house activities including Biology 6/6 full time
   Communications 4/4 full time
   Counseling 12/15 full time
   ESL/Non Credit has no full time faculty but the part time faculty rate of participation is 22/38.
4) Outside participation tends to be high in departments that interact in public events including performing arts, PE and Early Childhood Education or in career areas that have outside licensing.
   Dental Assisting 1/1 for full time and 5/5 for part time
   Drama 4/8 for part time
   ECE 2/2 for full time and 2/3 for part time
   MultiMedia 2/2 for full time and 2/6 for part time
   Music 3/3 for full time and 3/9 for part time
   P.E. 4/5 for full time and 4/13 for part time
5) Leadership positions are volunteer activities that promote the field, college, profession, and students.
   In-house leadership positions include governance and Senate committees, advisory and ad hoc committees, student club and activity advisors, special performances and department level projects.
   For outside activities, leadership positions vary by department or discipline but generally include local, state and national organizations akin to the program, e.g. the National Council for the Social Studies, competitions in the field – this is especially the case for MultiMedia and P.E. and performing arts.
   Faculty members also engage in promotion activities and outreach, provide expert opinions, raise funds, serve on boards, lead movements and, in one case, host a radio show on KPFA.
Hello,

I'm Barbara St. John, a member of the Classified Senate. I will be giving the Senate report this evening since Kathleen is recovering from foot surgery.

Last week, the Senate held its spring fundraiser. We raised around $275 dollars from the event. We will use these funds for staff development, to honor our retirees, and to replenish the Kelly Litz fund, an emergency fund for classified staff.

We have several staff members who have volunteered to help with commencement this year. They will be helping with a variety of tasks including checking students in, being marshals, directing guests to seating, and helping with the reception. This year, Kathleen Kirkpatrick will not be available to participate as part of the platform party at commencement. We are happy to report that Patricia Torres, a Classified Senate officer will be taking her place.
Student Trustee’s Report: May 13, 2008

New Student Trustee
Student Ambassador Todd W. McCleary was elected student trustee in a tight two-way race; pulling a three-vote win over BSU President Waiswa Nkwanga. Todd, 43, is a return student, currently majoring in psychology. He was born and raised in Missouri before moving to California in 1988. He has attended College of Marin since 2006.

Legislative Issues
The Student Senate Senate came out in support of the following legislation at our April 21 meeting:

- AB 1409 (Portantino) “Concurrent Enrollment”
- AB 1758 (DeVore) “California National Guard: Tuition and Fee Waivers”
- SB 1301 (Cecilio) “Dream Act: Institutional Financial Aid”

The Student Senate also opposed to AB 2082 (Salas) “Student Financial Aid: Military Service” at the same meeting.

Hispanic Association of Schools and Colleges
The Student Senate has submitted a request to the district to apply for membership in the Hispanic Association of Schools and Colleges (HACU). It should be noted that this was passed unanimously by an all-white Student Senate (with the obvious exception of myself).
President’s Report
Board of Trustees Meeting
June 10, 2008

Artisan Cheese Guild Launches Sell-Out Seminar at COM
Marking an auspicious beginning for a new epicurean partnership in a growing industry, College of Marin’s first cheese making seminar scheduled for mid-June has drawn a sold-out crowd. The “Cheese Ripening and Aging Environments” seminar features Master Cheesemaker Marc Druart from the Vermont Institute of Artisan Cheese. Thirty students paid $75 each to attend the all-day class to be held June 12 on the COM Indian Valley Campus in Novato.

Kudos
Congratulations to Social Sciences Professor Walter Turner and Behavioral Sciences Professor Yolanda Van Ecke, as they were honored as 2008 Golden Bell Teachers. The recipients were introduced Thursday, May 29, at the Golden Bell Evening at Embassy Suites Hotel in San Rafael.

IVC Pool Information
Open: June 16 to August 7 (Closed July 4)
Monday through Thursday, 11:30 a.m. to 3:30 p.m.
Drop-in Fees:
Adults: $5, Students / Children: $ 4, Seniors / Disabled Students: $3
Purchase Tickets at Room 100, Bldg. 9
1800 Ignacio Blvd., Novato
(415) 892-2269

KTD Pool Information
Pool is closed for the summer due to construction.

Printmaking Exhibit
Experience the work of three generations of California printmakers at COM. The show is being sponsored by the Associated Students of Emeritus College and is on display in the Student Services Building, Room 146, until July 1.

Contemporary Opera Marin
Paul Smith, Director
Contemporary Opera Marin presents four summer performances at the 1st annual Tiburon Music Festival.
June 21, 25 and 27 at 7:30 p.m. and June 29 at 2 p.m.
St. Hilary Church, 761 Hilary Dr., Tiburon
Admission $20 general / $5 students and seniors / 10 and under $3 / festival pass $75
Call (415) 485-9460 for information
BOARD AGENDA ITEM

To: Board of Trustees

Date: June 10, 2008

From: Superintendent/President

Item & File No. B.10.B

Subject: Classified Personnel Recommendations

Reason for Board Consideration: APPROVAL

Enclosure(s): Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment/Promotion of Classified Personnel
B. Temporary Increase/Decrease in Assignment/Salary for Classified Personnel
C. Resignation/Termination of Classified Personnel

BUDGET IMPLICATIONS:

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

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
A. APPOINTMENT/PROMOTION OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position/Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Garcia Quinonez, Daniel</td>
<td>From: Office Technician - Workforce Development To: Administrative Assistant - English as a Second Language</td>
<td>.53</td>
<td>9.5</td>
<td>05/27/2008</td>
</tr>
<tr>
<td>2.</td>
<td>* Archambeau, Consuelo</td>
<td>Administrative Assistant - Community Education and Services</td>
<td>1.00</td>
<td>12</td>
<td>05/28/2008</td>
</tr>
<tr>
<td>3.</td>
<td>Alfonso, Jorge</td>
<td>Interim High School Financial Aid Outreach Coordinator</td>
<td>1.00</td>
<td>12</td>
<td>05/19/2008-06/30/2009</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Garcia Quinonez has been promoted to the .53 FTE/12 MPY position of Administrative Assistant – English as a Second Language effective May 27, 2008.

2. Ms. Archambeau has accepted the 1.0 FTE/12 MPY position of Administrative Assistant – Community Education and Services effective May 28, 2008.

3. Mr. Alfonso has been hired on an interim basis full-time temporary in the position of High School Financial Aid Outreach Coordinator effective May 19, 2008, through June 30, 2009, or until position is filled permanently.

*Employee is in probationary status for six-months.
B. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Garcia Quinonez, Daniel</td>
<td>Administrative Assistant - English as a Second Language</td>
<td>From: .53</td>
<td>12</td>
<td>Temp.</td>
<td>05/27/08-06/28/08</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

C. RESIGNATION/RETIREMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Constance Gurka</td>
<td>Human Resources</td>
<td>1.00</td>
<td>12</td>
<td>Retirement</td>
<td>COB 06/30/2008</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

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

**BACKGROUND:**

The following actions are included in the Academic Personnel Recommendations:

A. Phased-in- Early 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
A. PHASED-IN-EARLY 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>Tenison-Scott, Joetta</td>
<td>Counselor</td>
<td>From: 1.0 To: .85</td>
<td>Permanent</td>
<td>7/1/08</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Joetta Tenison-Scott has requested a reduced workload for Phased-In-Early Retirement beginning Fall Semester 2008.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: June 10, 2008</th>
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<tbody>
<tr>
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<td>Item &amp; File No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B.10.D</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Job Descriptions</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 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.

Math Lab Tutor in Mathematics and Peer Tutor in Tutoring are on the instructional side of the 50% law.

Lab Tech III and Field Trip Driver in Life & Earth Sciences, Lab Tech in Environmental Landscaping, and Lifeguard/Attendant in IVC Swimming Pool are on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – June 10, 2008

<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>Environmental Landscaping (ELND)</td>
<td><strong>Lab Tech</strong> – Care of plants, watering, maintenance, for ELND greenhouse, lathehouse, gardens, orchards, and facilities related to the ELND program.</td>
<td>1</td>
<td>07/01/2008</td>
<td>12/30/2008</td>
<td>$14.14 hour</td>
</tr>
<tr>
<td>Tutoring</td>
<td><strong>Peer Tutor</strong> – Assist Classified Staff. Provide peer tutoring to currently enrolled COM students. Complete appropriate paperwork including applications, attendance sheets, and time cards. Attend STSK 161 2-unit tutor training course. Develop and maintain professional relationships with staff, faculty and students.</td>
<td>35</td>
<td>07/01/2008</td>
<td>12/31/2008</td>
<td>$11.25 hour</td>
</tr>
<tr>
<td>IVC Swimming Pool</td>
<td><strong>Lifeguard/Attendant</strong>- Lifeguards and pool deck/locker room attendants for IVC Summer Swim Program.</td>
<td>6</td>
<td>06/16/08</td>
<td>08/07/08</td>
<td>$13.00 hour</td>
</tr>
<tr>
<td>Life and Earth Sciences</td>
<td><strong>Lab Assistant III</strong> – Assist Classified Staff. Assist with the set-up of the labs and their various functions including inventory assistance</td>
<td>1</td>
<td>06/02/08</td>
<td>08/15/08</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Life and Earth Sciences</td>
<td>*Field Trip Driver – Drive insured rental vehicles on designated field trips.</td>
<td>3</td>
<td>05/31/2008</td>
<td>06/14/2008</td>
<td>$150 per person per field trip.</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------------------------------------------------------</td>
<td>----</td>
<td>------------</td>
<td>------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Mathematics</td>
<td><strong>Math Lab Tutor – Assist Classified Staff. Tutor Math Lab students.</strong></td>
<td>2</td>
<td>06/16/08</td>
<td>06/30/08</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td></td>
<td><strong>Math Lab Tutor – Assist Classified Staff. Tutor Math Lab students.</strong></td>
<td>2</td>
<td>07/01/08</td>
<td>07/31/08</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.

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

June 10, 2008
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
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</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
</tr>
<tr>
<td></td>
<td>Frances L. White, PhD.</td>
<td>B.10.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Sabbatical Leave revision-</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>recommendations for approval</td>
<td>memo from Sabbatical</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Leave Committee and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>attachments</td>
</tr>
</tbody>
</table>

BACKGROUND: At the January 15, 2008 meeting, the Board approved a sabbatical leave proposal for Dr. Jamie Deneris for one-year, to be split Spring 2009 and Spring 2010 for independent study or travel, including study or research, as recommended by the supervising vice president.

Dr. Deneris wrote the Sabbatical Leave Committee on May 1, 2008 asking to have her sabbatical leave proposal amended. The Sabbatical Leave Committee wrote me on May 15, 2008, recommending that her change be accepted, writing,

"Therefore, we forward to you Dr. Deneris' cover letter and proposed change, with the request that you accept this change and recommend the amended proposal to the Board of Trustees."

My responsibility as Vice President of Student Learning is outlined in the UPM/District Contract,

"The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and Board with such recommendations for changes as the Vice President requires to reconcile the recommendation with the educational and financial requirements of the District."

In line with that responsibility, I reviewed the proposed changes and find them compatible with the educational and financial requirements of the District.

I have outlined the changes in the chart that follows and I recommend that the Board approve the changes as outlined.
Jamie Deneris, requesting approval of 1 year split (Spring 2009 and Spring 2010) for independent study and travel, including study or research

<table>
<thead>
<tr>
<th>Purpose(s)</th>
<th>Proposed Product(s)</th>
<th>VP's comments</th>
<th>VP's recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design field trips-Pt Reyes National Seashore and to Great Basin National Park, one will be a stand-alone weekend course-in-credit and/or non-credit</td>
<td>Design for 2 field-trips Curriculum for field trip to Great Basin National Park.</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Could not find course numbers for all the courses named in the proposal.</td>
<td><strong>Recommend</strong> development of course outlines for proposed stand-alone course-in-credit and non-credit. <strong>Recommend</strong> review of other listed courses (BIOL 115, BIOL 240, General Microbiology), Microbial Ecology, Ecology of Infectious Diseases, BIOL 242 (Geology and Biology of the Basin and Range and the Colorado Plateau) for possible revision if the field trip element is missing.</td>
</tr>
<tr>
<td>Publish field guides for the trips listed above, including descriptions, photos and global information coordinates.</td>
<td>2-p Published field guides to be made available to the general public and to interested COM instructors.</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Value to students in research and publication opportunities although not clear how student involvement will be achieved while instructor is on sabbatical.</td>
<td><strong>Recommend</strong> submission of field guides in both print and electronic versions. <strong>Recommend</strong> specifics on student involvement be detailed and specific so logistics, costs, and other factors may be worked out.</td>
</tr>
<tr>
<td>Read several general books, complete a comprehensive literature review; review scientific publications.</td>
<td>Knowledge and information to stay up-to-date in field and to design the field trips.</td>
<td>Contributes to classroom teaching, curriculum development, or other related activities. Of value to the individual in staying up-to-date in field. Bibliography is in the original proposal.</td>
<td><strong>Recommend</strong> updating and sharing the bibliography if warranted.</td>
</tr>
<tr>
<td>Run the Point Reyes field trip for any interested COM employees Continue a research project begun several years ago; Learn to operate a DNA sequencer; Acquire skill needed to teach biology majors.</td>
<td>Study opportunity for COM employees Sequence DNA collected from microorganisms gathered during 1st sabbatical-get the most information possible from samples; Use acquired knowledge to teach biology majors a timely and necessary technique for working in most modern fields of biology.</td>
<td>Contributes to other-related activities.</td>
<td><strong>Recommend</strong> research into how to fund this field trip and submission of such research as appropriate. <strong>Recommend</strong> sharing data and knowledge with College community as applicable.</td>
</tr>
</tbody>
</table>
RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the sabbatical leave proposal with the change recommended by the Vice President of Student Learning, the supervising vice president, as outlined above. Recommendations for modification by the vice president become conditions on the sabbatical leave, once approved by the Board of Trustees.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
Memo

To: Anita Martinez
From: UPM / District Sabbatical Leave Committee
CC: Ira Lansing, Jamie Deneris
Date: May 15, 2008
Re: Modification of Sabbatical Proposal

Ms. Martinez:

Professor Jamie Deneris contacted the Sabbatical Leave Committee with the information that due to an unanticipated donation to the College of some scientific equipment, she wished to make amend the second half of her proposed sabbatical.

The members of the Committee read and evaluated her amended proposal and the unanimous decision was to recommend that change be accepted.

Therefore, we forward to you Dr. Deneris' cover letter and proposed change with the request that you accept this change and recommend the amended proposal to the Board of Trustees.

Thank you for your consideration,

Sabbatical Leave Committee
David Rollison
Chris Schultz
Toni Yoshioka
Paul Da Silva
Carl Pogan

Received
Student Learning

MAY 15 2008
Jamie Deneris, Ph.D.

1 May 2008

Sabbatical Leave Committee
College of Marin

Dear Members of the Sabbatical Leave Committee,

Thank you for agreeing to evaluate a possible change in the second half (the Point Reyes portion) of the original proposal outlining my 2009/2010 sabbatical leave work that was approved last fall. I am asking for your assistance because I would like to continue working on a research project I started during my last leave. I did not submit this proposal earlier as I did not have the resources to do this work when the original proposal was submitted. Since that time, a DNA sequencer and the necessary ancillary equipment and supplies ($115,000) were donated to the College of Marin. In addition, college administrators finally decided that it might be a good idea for the Life and Earth Science Department to keep our United States Department of Agriculture approved soils laboratory. Obtaining this approval was a year long process but it allows us to bring soils into the state and specifically, to the College of Marin from anywhere in the world. This proposed project can’t be done without this facility. I still intend to complete the Point Reyes work on my own time. Unlike the DNA project, the Point Reyes project does not require a continuous period of time and can therefore be done over winter and summer breaks.

Please find enclosed a shortened version of my original proposal with the new study incorporated. I am happy to provide the original proposal should you require more information. Thank you again for your time and patience no matter what the outcome. If this becomes too much of a burden, I am happy to complete the work outlined in the original proposal.

Sincerely,

Jamie Deneris
General Purpose

One of the five board sanctioned priorities for the College of Marin is our transfer program. A major component of this program in the Life and Earth Science Department is the opportunity for our students to conduct their own research, which affords them many advantages when they transfer or graduate. This experience is often cited by our colleagues at four-year institutions as why our students are so desirable. This proposal will allow me to continue a research project begun several years ago. Many students were involved in the initial study and several more will be involved if this work is approved. This proposal will also allow me to learn to operate a DNA sequencer. In addition to the research work, this skill will allow me to teach our biology majors a timely and necessary technique for working in most modern fields of biology for example, molecular biology, recombinant DNA technology, evolutionary biology, and ecology to name a few.

Specific Purposes

Scientist must stay up-to-date in their specialty area, and do research to teach science properly. The knowledge I will gain in conducting this study will be incorporated into all of the courses I teach. Specifically, Introduction to Biology, Principles of Biology, Ecology of Infectious Diseases, Microbiology, Evolution, Cosmic Evolution, and all of the field classes I offer.

In addition, the proposed project will involve several independent study students. Three have already approached me with only the knowledge that we have a DNA sequencer in the department. Participation in this project will give students experience in chemical and biological analyses of soil; data collection, analysis, and presentation; and in solving problems when there is no textbook to direct them.

Finally, this study will allow me to learn a technique which is extremely important to biology.

Justification of Independent Study

The proposed project is research based. The study I would like to do has never been done before and therefore, the information gained can not be obtained by attending an institution. It is the nature of science.

Content

The Big Island of Hawaii is unique in many ways and as a result, poses many interesting topics for research and study. First, the Hawaiian Islands are the most isolated land mass on Earth and lie almost at the equator within the path of the trade winds. They are home to both the wettest and some of the driest ecosystems known. The Islands are composed entirely of basalt and new islands are continuously being formed. Further, the Big Island is the largest mountain on the
planet. Its base sits on the seafloor and its highest peak towers at nearly 14,000 feet above sea level and is covered with snow during the winter months. These attributes make the Big Island the most ecologically diverse piece of land of its size on the planet. At any other location, one must travel hundreds or thousands of miles to encounter such wide ecological diversity.

My original study addressed the relative importance of rock type, climatic conditions, and microorganism diversity to soil development and plant community patterns on Hawaii. Microorganism diversity and soil development, evolution, and maintenance are poorly understood. Research in these areas will help to answer the most important environmental questions we face as the health of all ecosystems is ultimately dependent on these factors. Generally, the variables involved in this type of study are too complex for meaningful conclusions to be drawn. There are several factors however that makes the Big Island an ideal location to conduct this work.

1. The general rock type of all of the soil on the island is basalt and therefore, small changes in soil composition and their effects on microorganism diversity can be determined. Further, because the islands are so remote, soils composed of different parent rock types can not be blown in. Also, due to research and agricultural interest, crude soil maps of the entire island are available.

2. Although the number of endemic plant species (those found only in Hawaii) is high, all of them evolved from and are therefore closely related to a relatively few plant introductions to the island. Small differences in soil conditions and/or climate has lead to the colonization of areas by different but closely related species. Correlation of these variables is therefore much more straight forward.

3. The island is composed of extremely varied and well-defined ecosystems. Tropical rain forest, temperate forest, desert, alpine tundra, sandy beach, and rocky beach communities are all found within an excruciatingly small area. As a result, the practical considerations of collecting samples and getting them back to the laboratory in a timely manner are trivial when compared to any other site. In addition, because Hawaii is so close to the equator, the conditions within these systems remain fairly stable and predictable throughout the year.

4. Recent lava flows (today) from which baseline data can be collected are always accessible. Precise records of all flows are maintained by the Hawaii Volcano Research Station and are available to anyone who is interested.

In a three month period during my first sabbatical I collected soil samples from both the wet and dry sides and from the ocean to the peaks of two of the Hawaii’s volcanoes. These samples represent an extremely broad diversity of climactic conditions. At the time, I was only able to assess soil diversity by studying the different lengths of DNA fragments from soil microorganisms. This type of study is useful but does not give any information about the specific species that inhabit a particular environment. I now propose to go back to those original samples and sequence the DNA from the microorganisms. This will allow me to identify the organisms present which will greatly increase the intellectual importance of my original data. I would like to get the most information possible from these valuable samples. To accomplish this, I will need to learn to use a complicated (and somewhat tedious) piece of equipment, develop laboratory protocols for this particular study, and review the current literature on
techniques for studying microorganisms that can not be cultured, microorganism diversity, microorganism ecology, and microorganism species and soil development.

Conclusion

Microbial ecology and geomicrobiology are at the forefront of science. In order to obtain meaningful scientific results in these areas one must be broadly trained (a trait that has only recently been appreciated among scientists) and know individuals from specialties other than their own who are willing to collaborate. I am fortunate that I can take advantage of both of these situations to complete this project.

1. I have a broad background and experience in microbiology including microorganism ecology.
2. I am an evolutionary biologist and as such I have studied diverse groups of microorganism rather than just those that cause disease.
3. I know the molecular biology methods and techniques necessary for completing this study and now have access to the equipment I need.
4. Don Foss has, and will continue, to collaborate with me on the geology and soil analysis parts of the project.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Various Projects
No-Cost Contract Time Extensions

Date: June 10, 2008
Item & File No. B.10.F.1
Reason for Board Consideration:

CONSENT ACTION
Amendments (no cost)

BACKGROUND:

Upon review of all consultant long and short form agreements and their respective amendments for Fiscal Year End 07/08, the following list of consultants reflects necessary no-cost contract time extensions for various projects throughout the Measure C Bond Program.

Long Form Agreements & Amendments (as applicable)

Alfa Tech Cambridge Group, Inc.
Degenkolb Engineers
Kate Keating Associates, Inc.
Royston, Hanamoto, Alley & Abey (RHAA)

Short Form Agreements & Amendments (as applicable)

Crossroads Relocation Services, Inc.
Gary Proctor Construction Consultation
GeoTech Utility Locating LLC
LSA Associates, Inc.
McGinnis Chen Associates, Inc.
QA Consultants, Inc.

The Board is asked to approve the above-listed no-cost contract time extension amendments.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the above-listed no-cost contract time extension amendments for professional services consulting contracts.

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

Administrator Initiating Item
V-Anne Chernock
Director of Modernization
AMENDMENT 17

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

June 10, 2008

AMENDMENT 17 TO
TERM OF AGREEMENT

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

1. Term of Agreement

   Per the Term of Agreement, the original Long Form Professional Services Agreement, as amended, shall be extended through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 17 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 ____________________
AMENDMENT 3

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

Degenkolb Engineers

June 10, 2008

AMENDMENT 3 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the long form Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Degenkolb Engineers (Consultant).

1. Term of Agreement

    Per the Term of Agreement, the original Long Form Professional Services Agreement, as amended, shall be extended through December 31, 2008.

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 Degenkolb Engineers.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date ______________

Al Harrison
Vice President College Operations

Degenkolb Engineers

By _______________________________ Date ______________

______________________________  Its ______________
AMENDMENT 3

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

Kate Keating Associates, Inc.

June 10, 2008

AMENDMENT 3 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the long form Professional Services Agreement (Agreement) dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kate Keating Associates, Inc. (Consultant).

1. Term of Agreement

Per the Term of Agreement, the original Long Form Professional Services Agreement, as amended, shall be extended through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Kate Keating Associates, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By _____________________________ Date __________________

Al Harrison
Vice President College Operations

Kate Keating Associates, Inc.

By _____________________________ Date __________________

_______________________________ Its __________________
AMENDMENT 8

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

June 10, 2008

AMENDMENT 8 TO
TERM OF AGREEMENT

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

1. Term of Agreement

Per the Term of Agreement, the original Long Form Professional Services Agreement, as amended, shall be extended through December 31, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 8 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 ______________
AMENDMENT 2

To the MCCD Construction Contract Short Form (Under $15,000) between the MARIN COMMUNITY COLLEGE DISTRICT and Crossroads Relocation Services, Inc. Contract # P0104435

June 10, 2008

AMENDMENT 2 TO SCHEDULE OF WORK

This is an AMENDMENT attached to, and made a part of the MCCD Construction Contract Short Form (Under $15,000) Agreement (Agreement) dated January 16, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Crossroads Relocation Services, Inc. (Consultant).

III. SCHEDULE OF WORK

Per the Term of Agreement, the original MCCD Construction Contract Short Form (Under $15,000) Agreement, as amended, shall be extended through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the MCCD Construction Contract Short Form (Under $15,000) Agreement dated January 16, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Crossroads Relocation Services, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________ Date __________________

Al Harrison
Vice President College Operations

Crossroads Relocation Services, Inc.

By ________________________________ Date __________________

______________________________ Its __________________

1
AMENDMENT 2

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

Gary Proctor Construction Consultation
Contract # P0201009

June 10, 2008

AMENDMENT 2 TO
SCHEDULE OF PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Gary Proctor Construction Consultation (Consultant).

1. Schedule of Performance

   Per the Schedule of Performance of Agreement, the original Short Form Professional Services Agreement for services shall be extended through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the Professional Services Agreement dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Gary Proctor Construction Consultation.

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date __________________

Al Harrison
Vice President College Operations

Gary Proctor Construction Consultation

By ____________________________ Date __________________

_____________________________ Its___________________
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
LSA Associates, Inc.

June 10, 2008

AMENDMENT 1 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated May 15, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and LSA Associates, Inc. (Consultant).

1. Term of Agreement

Per the Term of Agreement, the original Short Form Professional Services Agreement shall be extended through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated May 15, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and LSA Associates, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By _____________________________ Date _____________

Al Harrison
Vice President College Operations

LSA Associates, Inc.

By _____________________________ Date _____________

________________________________________ Its _____________
AMENDMENT 3

To the Short Form Professional Services Agreement between the MARIN COMMUNITY COLLEGE DISTRICT

and

McGinnis Chen Associates, Inc.

June 10, 2008

AMENDMENT 3 TO SCHEDULE OF PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Short Form Professional Services Agreement (Agreement) dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and McGinnis Chen Associates, Inc. (Consultant).

I. Schedule of Performance

Per the schedule of performance, the original short form agreement, as amended, shall be extended through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and McGinnis Chen Associates, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date __________________

Al Harrison
Vice President College Operations

McGinnis Chen Associates, Inc.

By ____________________________ Date __________________

_________________________________________ Its __________________

END OF AMENDMENT 3
AMENDMENT 3

To the MCCD Construction Contract Short Form (Under $15,000) between the
MARIN COMMUNITY COLLEGE DISTRICT

and

QA Consultants, Inc.
Contract # P0102869

June 10, 2008

AMENDMENT 3 TO
SCHEDULE OF WORK

This is an AMENDMENT attached to, and made a part of the MCCD Construction Contract Short Form
(Under $15,000) Agreement (Agreement) dated June 27, 2006 between the MARIN COMMUNITY
COLLEGE DISTRICT (District) and QA Consultants, Inc. (Consultant).

III. SCHEDULE OF WORK

Per the Term of Agreement, the original MCCD Construction Contract Short Form (Under
$15,000) Agreement, as amended, shall be extended through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the MCCD
Construction Contract Short Form (Under $15,000) Agreement dated June 27, 2006 between the MARIN
COMMUNITY COLLEGE DISTRICT and QA Consultants, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date __________________

Al Harrison
Vice President College Operations

QA Consultants, Inc.

By ____________________________ Date __________________

_________________________ Its __________________
AMENDMENT 2

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

GeoTech Utility Locating LLC
Contract # P0105338

June 10, 2008

AMENDMENT 2 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the short form Professional Services Agreement (Agreement) dated February 13, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and GeoTech Utility Locating LLC (Consultant).

1. Term of Agreement

Per the Term of Agreement, the original Short Form Professional Services Agreement, as amended, shall be extended through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the Professional Services Agreement dated February 13, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and GeoTech Utility Locating LLC.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date __________________

Al Harrison
Vice President College Operations

GeoTech Utility Locating LLC

By _______________________________ Date __________________

______________________________ lts__________________
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:       Board of Trustees             Date:       June 10, 2008
From:     Superintendent/President       Item & File No.  B.10.F.2
Subject:  Various Projects Professional Service Contract Amendments
Reason for Board Consideration:

**RATIFICATION**  Amendments

**BACKGROUND:**

On April 29, 2008 the Board of Trustees authorized the District to approve amendments to professional services consulting contracts in amounts less than $30,000, with subsequent ratification by the Board. The following contract amendments are presented herein for ratification:

<table>
<thead>
<tr>
<th>Firm</th>
<th>No.</th>
<th>Amount</th>
<th>Project(s)</th>
<th>Service(s)</th>
<th>Tot. to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>HKIT</td>
<td>9</td>
<td>$28,000</td>
<td>KTD relocations, IVC W. Campus Utilities</td>
<td>Additional design services, DSA fee reimbursement</td>
<td>$1,764,382</td>
</tr>
<tr>
<td>GeoTech Utility Locating</td>
<td>2</td>
<td>$755</td>
<td>PE Complex portables</td>
<td>Utility locating</td>
<td>$23,665</td>
</tr>
<tr>
<td>Pete Hull</td>
<td>1</td>
<td>$3,200</td>
<td>PE Complex portables</td>
<td>DSA inspection</td>
<td>$232,000</td>
</tr>
<tr>
<td>SES</td>
<td>2</td>
<td>$14,630</td>
<td>PE Complex modernization</td>
<td>Hazmat monitoring</td>
<td>$95,808</td>
</tr>
<tr>
<td>CSW</td>
<td>19</td>
<td>$27,184</td>
<td>Main Bldg IVC, Larkspur Annex Demo, West Campus Bridge, Ignacio Creek Erosion Mit</td>
<td>DSA response, DSA response, DSA response, JARPA request</td>
<td>$1,484,794</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:**

These amendments will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify the above-listed amendments for professional services consulting contracts as stipulated.

Administrator Initiating Item: V-Anne Chernock - Director of Modernization

Administrator Approving Item: Albert J. Harrison - Vice President, College Operations
AMENDMENT 9

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

June 10, 2008

AMENDMENT 9 TO APPENDIX A – SCOPE OF SERVICES

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

1. Additional Services

Shade & Greenhouse Structures Project (850C), Transportation Tech Relocation Project (850H) & West Campus Utility Extension Project (407D)
DSA fees for temporary buildings. Review ADA and emergency vehicle access.

Campus Corner Health Relocation Project (850G), Dickson Hall Relocation Project (850M)
Design fees for relocation of Health Services – new portable building; design fees for relocation of Dickson Hall residents into portable buildings. Credit for relocation design fees for residents of Fusselman Hall.

2. Term of Agreement

Per the Term of Agreement, the original Long Form Professional Services Agreement, as amended, shall be extended through June 30, 2009.

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 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**

<table>
<thead>
<tr>
<th>Amount of Compensation</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Long Form Contract Amount</td>
<td>1,145,125</td>
</tr>
<tr>
<td>Amendment #1</td>
<td>363,835</td>
</tr>
<tr>
<td>Amendment #2</td>
<td>92,700</td>
</tr>
<tr>
<td>Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services</td>
<td></td>
</tr>
<tr>
<td>Amendment #3</td>
<td>34,000</td>
</tr>
<tr>
<td>Coordinate &amp; assist with site and classroom layouts</td>
<td></td>
</tr>
<tr>
<td>Provide Construction Documents and Project Manual</td>
<td></td>
</tr>
<tr>
<td>Assist with project bidding and provide construction administration services</td>
<td></td>
</tr>
<tr>
<td>Amendment #4</td>
<td>100,800</td>
</tr>
<tr>
<td>Project # 850G – Campus Corner Relocation (DSPS &amp; Health Services)</td>
<td></td>
</tr>
<tr>
<td>Portables (DSPS &amp; Health Services) – Conceptual design services</td>
<td></td>
</tr>
<tr>
<td>Student Services Remodel – Design and coordination</td>
<td></td>
</tr>
<tr>
<td>Fusselman Hall Reuse – Provide conceptual design services</td>
<td></td>
</tr>
<tr>
<td>Amendment #5</td>
<td>3,120</td>
</tr>
<tr>
<td>Additional services reflect the on-going plan changes and program adjustments generated by the District that have required additional design, coordination and drafting time. Additional construction administration services to address these adjustments and the DSA Inspector of Record requirements are included. (Project # 850F)</td>
<td></td>
</tr>
<tr>
<td>Amendment #6</td>
<td>28,000</td>
</tr>
<tr>
<td>Project # 850G – Campus Corner Relocation (Health Services)</td>
<td></td>
</tr>
<tr>
<td>Additional services for the continued design of temporary housing for Health Services. Scope includes the relocation and installation of one (1) existing portable classroom.</td>
<td></td>
</tr>
<tr>
<td>Amendment #7</td>
<td>88,000</td>
</tr>
<tr>
<td>Campus Corner Relocation (DSPS) Project (850G)</td>
<td></td>
</tr>
<tr>
<td>Credit for DSPS relocation design services from amendment 4 not to be utilized</td>
<td></td>
</tr>
<tr>
<td>Amendment #8</td>
<td>56,000</td>
</tr>
<tr>
<td>Shade &amp; Greenhouse Structures Project (850C), Transportation Tech Relocation Project (850H) &amp; West Campus Utility Extension Project (407D)</td>
<td></td>
</tr>
<tr>
<td>Design services for swing space at the Indian Valley Campus.</td>
<td></td>
</tr>
<tr>
<td>Total Amendment #9</td>
<td>28,802</td>
</tr>
<tr>
<td>Shade &amp; Greenhouse Structures Project (850C), Transportation Tech Relocation Project (850H) &amp; West Campus Utility Extension Project (407D)</td>
<td></td>
</tr>
<tr>
<td>DSA fees for temporary buildings. Review of access for emergency vehicles.</td>
<td>902</td>
</tr>
<tr>
<td>Campus Corner Health Relocation Project (850G), Dickson Hall Relocation Project (850M)</td>
<td></td>
</tr>
<tr>
<td>Design fees for relocation of Health Services – new portable building; design fees for relocation of Dickson Hall residents into portable buildings.</td>
<td>33,500</td>
</tr>
<tr>
<td>Credit for relocation design fees for residents of Fusselman Hall. (5,600) credit</td>
<td></td>
</tr>
</tbody>
</table>
1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 9 to Appendix A. Payments made for services authorized under AMENDMENT 9 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

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 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 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 DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents</td>
<td>September 1, 2008</td>
</tr>
</tbody>
</table>

**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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

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

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

Full design and construction documents

END OF AMENDMENT 9 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 9 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________ Date ________________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By ________________________________ Date ________________

Dara A. Youngdale ____________________________ Its President

By ________________________________ Date ________________

Thomas C. Brutting ____________________________ Its Vice-President
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Date: June 10, 2008  
Item & File No. B.10.G  
Subject: Notice of Completion  
Circle Drive Rehabilitation, Kentfield Campus  
Reason for Board Consideration: APPROVAL  
Enclosure(s): Notice of Completion

BACKGROUND:

On April 29, 2008, the Board of Trustees awarded the bid for the Circle Drive Rehabilitation Project to W.R. Forde Associates in the amount of $73,508. On May 13, 2008, the Board of Trustees passed Resolution #5/13/08 C.11.F. authorizing Change Order #1 in the amount of $12,570. The change order was required to complete integral work on the project and to allow completion of the project in time for the commencement ceremonies on May 17, 2008. The change order increased the total cost of the project by seventeen percent to $86,078.

All work on the project has been completed and inspected.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees accept the work for the Circle Drive Rehabilitation Project at the Kentfield Campus and authorize staff to file the attached Notice of Completion with the County of Marin.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
Notice of Completion
(in pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Marin Community College District.
3. The address of the owner is 835 College Ave, Kentfield CA 94904.
4. The nature of the estate or interest is: Marin Community College District.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

   NAMES       ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: May 14, 2008
7. The Project Name & Number are: Circle Drive Rehabilitation, Kentfield Campus, 4.1080.07
8. The contractor for such work of modernization is W.R. Forde Associates
9. The name of the contractor’s Surety Co is Western Surety Company
10. The date of contract between the contractor and the above owner is May 5, 2008.
11. The street address of said property is 835 College Avenue
12. The property on which said work of modernization was completed is in the Town of Kentfield/City of Larkspur, County of Marin, State of California, and is described as follows: Circle Drive Parking Lot

______________________________  ______________________________
Date                                      Signature of Owner
                                          Marin Community College District

Verification

I, undersigned, say:
I am ____________________________
("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is correct and true.

Executed on ______________________, at ______________________, California.
                                          (City or Town where signed)

______________________________
(Personal signature of the individual swearing that the contents of the notice are true)
BOARD AGENDA ITEM

To: Board of Trustees  Date: June 10, 2008

From: Superintendent/President
      Frances L. White, PhD.

Subject: Puente Project: Memorandum of Understanding between College of Marin and the Regents of the University of California

Reason for Board Consideration: Approval

Enclosure(s): MOU

BACKGROUND:

The mission of the Puente Project is to increase the number of educationally underrepresented students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. The first Puente Project was initiated at Chabot College in 1981. Since that time, the very successful program has been replicated at 59 community colleges and 33 high schools throughout the State of California, with the oversight of the Puente Project centralized through the Regents of the University of California.

The Puente Project at College of Marin will provide instruction and services including counseling, mentoring, and follow-up to meet the mission of the program. The Memorandum of Understanding (MOU) outlines the obligations of both COM and UCOP, and the staffing and administrative support to be provided by College of Marin. The UC Regents’ Puente Office will provide COM with capacity-building funding of $30,000 and $5,000 in operational funds for each of the first three years. Additionally, it will provide staff development support and programs at no cost for instructors and counselors participating in Puente. As part of the agreement, College of Marin will provide the student and college data necessary to conduct ongoing program assessment including student outcome data analysis to determine the impact of Puente.

This MOU shall be in effect for the period July 1, 2008 to June 30, 2009.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding with the Regents of the University of California, Puente Project for the period July 1, 2008 to June 30, 2009. It is further recommended that the Board authorize the Vice President of College Operations to execute the MOU and any future augmentations or amendments to the document on behalf of the District.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
COOPERATIVE AGREEMENT NO. 08-PUENTE-CCC-04
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA /
PUENTE PROJECT
and
COLLEGE OF MARIN

THIS AGREEMENT is entered into between The Regents of the University of California (hereinafter called “The Regents”), on behalf of the Puente Project (hereinafter called Puente), and College of Marin (hereinafter called “College”).

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for college personnel who are implementing these programs, and requires colleges to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) (1997) which calls for increased transfers to the University of California and expansion of the Puente Project; and

WHEREAS, the University of California, Puente, has available one-time funding to support start-up costs for new California Community College programs;

NOW, THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect for three years, from July 1, 2008 to June 30, 2011.

II. STATEMENT OF PERFORMANCE

College and Puente shall work together to implement a program for educationally disadvantaged students. The annual Puente Community College Program Implementation Guidelines is incorporated into this Agreement by reference and as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, College, and their staffs in detail. Puente and College agree to follow these guidelines for the Puente program. No changes in the Puente model shall be made without the agreement of The Regents’ Puente Executive Director.

III. RESPONSIBILITIES OF THE COLLEGE

A. College shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2008, 2009, and 2010, and English 1A (or its equivalent) in the spring 2009, 2010, and 2011 for designated Puente students who qualify using the College of Marin English class assessment process, and as outlined in the current Puente Community College Program Implementation Guidelines.

B. College shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the college.

C. College shall select and hire the following staff:

1. A full-time writing instructor whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The writing instructor shall be assigned to the Puente class and shall also receive reassigned time of 20 to 25% for Puente co-ordination.

2. A full-time counselor assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be another major program assignment.
In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or English instructors will not be approved.

3. Clerical assistance for Puente of at least 10 hours a week.

Teaching and counseling staff shall be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente State or Regional Office staff. Any changes in College’s teaching or counseling staff under this Agreement must be discussed in advance with the Puente Executive Director or his designee. Personnel changes made without prior consultation may result in the College paying for the cost of training the replacement staff. This cost is $2,500 per person.

D. College shall provide office and administrative support in accordance with the following:

1. Should this Agreement continue after three years, during which Puente will provide program implementation funding as stated in Articles IV and V, College shall contribute, from its own or third-party resources, program-operating costs at a minimum of $5,000 for expenditures including, but not limited to, student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.

2. College is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of each of the three years covered by this Agreement: 2008-09, 2009-10, 2010-11.

3. College agrees to provide office space and a personal computer for clerical assistance. Office and equipment shall be provided by the beginning of the academic year of each of the three years covered by this Agreement: 2008-09, 2009-10, 2010-11.

4. College is responsible for providing access to long distance and fax telephone and e-mail services for the counselor, instructor, and clerical staff.

5. College shall provide direct administrative oversight of the Puente administrative/program operational funds, but agrees to provide to the Puente on-site teams access and authority to spend stated funds. The College share of the Puente budget shall be in place by September 15 of each of the three years covered by this Agreement.

E. College agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. The new team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), an annual weeklong, mandatory, residential training, in July.

F. College agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.

G. College shall submit reports as specified by Puente and as described in Articles VII and VIII of this Agreement.

IV. RESPONSIBILITIES OF PUENTE

A. For a period not to exceed three years, Puente will provide the following: Puente will provide capacity-building funding of $30,000 per year for the Puente program at College of Marin. In addition, Puente will provide the minimum of $5000 required annually for Puente program operational costs.

B. Training: Puente will provide the following staff development programs and materials at no cost to College:

1. Puente Summer Institute: Initial mandatory, weeklong, residential training for new writing instructors and counselors selected to participate in Puente. Training program will include instruction to improve student writing, incorporating literature focusing on the Mexican American/Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.

2. Ongoing training for instructors and counselors participating in Puente. This training will consist of at least two regional or statewide training sessions and area network meetings as needed.
3. Ongoing support and resources for training.

4. Ongoing support provided by Puente Regional or State Office staff through site visitations, telephone, fax and email consultations.

5. Instructor and counselor resource materials and mentor training and recruitment materials.

B. Assessment: Puente will provide ongoing program assessment, including: student outcome data analysis, statewide and local site assessment, data collection and reports.

V. BUDGET EXPENDITURES

This Agreement provides capacity-building funds in the amount of $30,000 annually for three years, in addition to the required annual minimum of $5000 for program implementation which amount College agrees to provide starting in FY 2011-2012, and this Agreement authorizes expenses for the period stated in Article I.

Funds provided by The Regents may be used for functions associated with the implementation of Puente. Approved Puente functions include counselor salary and benefits, management of site operational budget, student recruitment, mentor activities, field trips, and funding for clerical/student assistance.

Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).

Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Unexpended funds shall be returned to The Regents.

VI. PAYMENT AND INVOICING

After execution of this Agreement by both parties, The Regents shall provide the first of three payments in full in the amount of $35,000. Following receipt of the first annual financial report, The Regents shall provide the second annual payment; the third and final payment of $35,000 will follow receipt of the second annual financial report.

VII. FINANCIAL ACCOUNTING, RECORDS, REPORTS

A. College shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.

B. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after termination of this Agreement.

C. College shall submit annual financial reports detailing income and expenditures under this Agreement, including cash and in-kind contributions from all sources. (First financial report due October 1, 2009, to Rachel Kimball, Puente, University of California, 300 Lakeside Drive, 7th Floor, Oakland, California 94612-3550; second report will be due October 1, 2010, and the third and final report will be due on October 1, 2011.)

VIII. PROGRAMMATIC REPORTING REQUIREMENTS

College will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to, student information forms, student activities surveys, official grades for each term, student update forms, statistics regarding the college’s ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Puente will provide a reporting schedule for such data. (Please send completed forms and other data to the Puente State Office, University of California, 300 Lakeside Dr., 7th Floor, Oakland, CA 94612-3550).

IX. COLLECTION OF INFORMATION
In cases where the College collects information by interview or by questionnaire from students, parents, or the public in connection with the Puente statewide program, the College may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and the Puente Statewide Office.

X. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The College may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program administered by The Regents and a statement that findings, conclusions, and recommendations are those of the author or College personnel only and do not necessarily represent the view of The Regents and Puente. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports, which describe College activities.

XI. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the statewide Puente Executive Director. The College must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible. All Puente College proposals must include a letter of support from the Puente Executive Director or his designee.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the College, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the College will contact the Puente State Office (510-987-9548).

XII. INDEMNIFICATION

College shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold College, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

XIII. INSURANCE

College, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence $1,000,000
(2) Products/Completed Operations Aggregate $3,000,000
(3) Personal and Advertising Injury $1,000,000
(4) General Aggregate (Not applicable to the Comprehensive Form) $3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million ($1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

C. Workers' Compensation as required under California State law.

D. Commercial Blanket Bond with a limit no less than the amount of grant funds provided by this Agreement in College’s possession at any one time covering all employees of College, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the College against other insurable risks relating to performance.

F. The coverages required under this Article shall not in any way limit the liability of the College.

G. The coverages referred to under (A) and (B) of this Section XIII shall include The Regents of the University of California as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of College, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change, or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, College shall furnish The Regents with Certificates of Insurance evidencing College’s insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

XIV. AFFIRMATIVE ACTION/NON-DISCRIMINATION

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

XV. TERMINATION

Either party upon 30 days prior written notice to the other party may terminate this Agreement without cause.

XVI. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.
XVII. PROJECT PERSONNEL AND OTHER INFORMATION

The Regents' Puente Contacts

Program Matters: Frank Garcia, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.Garcia@ucop.edu.
Phone: (510) 987-0860

Fiscal Matters: Juliet Espinosa, Senior Budget Analyst
Puente Project, University of California
300 Lakeside Dr., 7th Floor, Oakland, CA 94612
Email: Juliet.Espinosa@ucop.edu
Phone:(510) 987-9555

Contractual Matters: Lourdes DeMatos, Contracts and Grants Officer
Research Administration
Office of the President, University of California
1111 Franklin Street, 5th Floor, Oakland, CA 94607
Email: Lourdes.DeMatos@ucop.edu.
Phone: (510) 987-9850

College Contacts

Program Matters:
Name ___________________________ Title ___________________________
Address _______________________________________________________
E-mail _________________________________________________________
Phone _________________________________________________________

Fiscal Matters:
Name ___________________________ Title ___________________________
Address _______________________________________________________
E-mail _________________________________________________________
Phone _________________________________________________________

Contractual Matters:
Name ___________________________ Title ___________________________
Address _______________________________________________________
E-mail _________________________________________________________
Phone _________________________________________________________

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: ____________________________ Date: ________
Alan Moloney
Manager, Strategic Sourcing
PUENTE PROJECT:

By: ___________________________ Date: ________ By: ___________________________ Date: ________
   Carolyn Smith                        Frank Garcia
   Administrative Director, Puente      Executive Director, Puente

COLLEGE:

By: ___________________________ Date: ________
   President, College of Marin
BACKGROUND:

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

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

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding – Sutter Marin, dba Novato Community Hospital (“NCH”) and the Marin Simulation Center.
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER

This Memorandum of Understanding ("MOU") is dated for identification purposes as of [date]. 2008 and is entered into by and between the Marin Community College District (the "District") and Sutter Marin, dba Novato Community Hospital ("NCH").

RECITALS

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

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

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

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

I. OBLIGATIONS OF THE DISTRICT

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

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

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

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

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

F. District shall assist the Simulation Center Manager, who shall oversee the planning, day to day operations and collaboration with community partners for use of the Marin Simulation Center, in preparing quarterly reports to all Partners. Such assistance shall include complying with all requests of the Simulation Center Manager within fifteen (15) days of the request.

II. OBLIGATIONS OF NCH

A. No later than January 1, 2008, NCH shall pay to the College of Marin Foundation, the sum of Thirteen Thousand and 00 Dollars ($13,000.00) to be used solely in connection with the operation of the Marin Simulation Center, including, but not limited to, faculty recruitment, equipment purchases or other identified personnel or material needs.

B. NCH shall make every effort to donate to the College of Marin Foundation retired medical and/or patient care equipment for use in the Marin Simulation Center. NCH shall continually make best efforts to locate and identify such equipment. The parties agree that such donations shall be at NCH’s sole discretion.

C. NCH shall review this MOU annually and shall make best efforts to renew its funding annually.

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

E. NCH shall assist the Simulation Center Manager in preparing quarterly reports to all Partners. Such assistance shall include complying with all requests of the Simulation
Simulation Center Agreement with Sutter Marin

Center Manager within fifteen (15) days of the request.

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

III. GENERAL PROVISIONS

A. Each party shall defend, indemnify and hold the other party, its officers, employees, directors, harmless from and against any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, wrongful, or intentional acts or omissions of the indemnifying party. The provisions of this Paragraph shall survive the termination or expiration of the Agreement.

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

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

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

E. The term of this MOU shall commence upon the date first set forth herein and, unless terminated in accordance with the terms and conditions of this MOU, shall continue for one (1) year. This MOU may be extended for an additional term but only upon mutual written agreement of the parties.

F. Either party may terminate this agreement at any time, without cause, by providing the other party thirty (30) days advance written notice.
G. Except where the District terminates this MOU as a result of NCH’s material breach, if the District terminates NCH’s right to use the Marin Simulation Center prior to the expiration of the initial term, the District shall reimburse NCH for the value of the improvements made by NCH as set forth in this MOU. The value of said improvements shall be limited to the contribution amount set forth in II(A). Failure to obtain funding for the Marin Simulation Center will allow for termination of this MOU if all best efforts to obtain such funding have been exhausted.

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

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

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

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

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

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

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

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

M. Each of the parties hereto agrees that it shall act in good faith in an attempt to cause all the conditions precedent to the respective obligations to be satisfied.
N. Any notice required to be given pursuant to this MOU shall be given in writing to the other party either personally or by depositing the same in the United States mail, by first class mail, registered or certified, postage pre-paid, addressed to the party at the addresses set below:

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

If to NCH:  
Dba Novato Community Hospital  
Attn: Assistant Administrator  
180 Rowland Way  
Novato, CA 94945  
Phone: 415-209-1326  
Fax: 415-209-1321

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

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

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

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

Executed the day, month and year first above written.

MARIN COMMUNITY COLLEGE DISTRICT

By:  
Dr. Frances White, Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

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

SUTTER MARIN, DBA NOVATO COMMUNITY HOSPITAL

By: _____________________________________________
Vicki White, Assistant Administrator
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Authorization to Sign on Behalf of Governing Board

Reason for Board Consideration: 

Date: June 10, 2008

Item & File No. B.11.C(1-4)

Enclosure(s): 

APPROVAL

Resolutions

BACKGROUND:

The Marin County Office of Education (MCOE) annually requires that the College Board of Trustees renew resolutions granting signature authorization on behalf of the governing board for orders or documents that MCOE monitors for the College of Marin. Resolutions for staff that process or may process Cash Receipt / Disbursement Authorizations with the Marin County Office of Education are attached for Board approval and signature.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees adopt the attached resolutions numbered B.11.C.1 through B.11.C.4 granting authorization to sign on behalf of the governing board.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
RESOLUTION of the Governing Board of the
MARTIN COMMUNITY COLLEGE School/College District
County of Marin, State of California

AUTHORIZATION TO SIGN ON BEHALF OF THE GOVERNING BOARD

KENTFIELD, California JUNE 10, 2008

City Date

Pursuant to the provisions of Education Code Section 42630 to 42633 (School Districts) and 85230 to 85233 (Community College Districts) and other legal provisions, the members of the governing board of the above-named school/college district hereby authorize the officer or employee whose name and signature appear below to sign orders and other documents on behalf of the governing board of said school/college district during the period 7/1/08 – 6/30/09 (not to exceed one fiscal year), subject to further board action limiting or extending this authority and notification to the County Superintendent and the County Auditor of such action.

FRANCES L. WHITE IS AUTHORIZED TO SIGN THE FOLLOWING ON BEHALF OF THE BOARD:

Name (Typed)

SUPERINTENDENT/PRESIDENT

Signature

<table>
<thead>
<tr>
<th>Cash Receipt / Disbursement Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Checks ______________________</td>
</tr>
<tr>
<td>Journal Vouchers Requests __________________</td>
</tr>
<tr>
<td>Loan Request – Tax Anticipation Note (TAN) __________________</td>
</tr>
<tr>
<td>Payroll Order Certification __________________</td>
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<tr>
<td>Request for Hand Warrant __________________</td>
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<tr>
<td>Vendor Payment Certification __________________</td>
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<td>Deposit Transmittal __________________</td>
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<tbody>
<tr>
<td>Attendance Certifications N/A</td>
<td>N/A</td>
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<tr>
<td>Request for Inter-district Attendance Permit N/A</td>
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<tr>
<th>Other (Please Specify)</th>
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<tr>
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Signed by a majority of trustees (Original signatures required on all copies):

__________________________ ____________________________ __________________________

Distribution: 1 copy – School District
1 copy - Marin County superintendent of Schools
G: closeplen/Form/author to sign 4/08
RESOLUTION _6/10/2008_B.11.C.2
of the Governing Board of the
MARIN COMMUNITY COLLEGE
County of Marin, State of California

AUTHORIZATION TO SIGN ON BEHALF OF THE GOVERNING BOARD

KENTFIELD, California

City

JUNE 10, 2008

Date

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(Community College Districts) and other legal provisions, the members of the governing board of the above-named
school/college district hereby authorize the officer or employee whose name and signature appear below to sign
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7/1/08 - 6/30/09 (not to exceed one fiscal year), subject to further board action limiting or extending this
authority and notification to the County Superintendent and the County Auditor of such action.

ALBERT J. HARRISON II

Name (Typed)

VICE PRESIDENT, COLLEGE OPERATIONS

Title

Signature

Please Indicate
"Yes" or "No"

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<tr>
<td>Applications for K-3 Class Size Reduction Operations</td>
</tr>
<tr>
<td>Audit Findings-Certification of Corrective Action</td>
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<tr>
<td>Certification of IDEA Funds. (Resource 3310)</td>
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<td>Deferred Maintenance Certification</td>
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<tr>
<td>Morgan-Hart Class Size Reduction Program Application (J10)</td>
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<tr>
<td>Reduction to Categorical program Funding Basic Aid Districts</td>
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<tr>
<td>Report of Enrollment for K-3 Class Size Reduction Program (J7)</td>
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<tr>
<td>Salary and Benefit Schedule (J90)</td>
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<table>
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<th>Other (Please Specify)</th>
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Signed by a majority of trustees (Original signatures required on all copies):

______________________________  ______________________________  ______________________________

Distribution: 1 copy – School District
1 copy - Marin County superintendent of Schools
G: cloepats\Forms\auth to sign 4/08
RESOLUTION 6/10/2008 B-11-C-3
of the Governing Board of the
MARIN COMMUNITY COLLEGE
County of Marin, State of California

AUTHORIZATION TO SIGN ON BEHALF OF THE GOVERNING BOARD

KENTFIELD, California

JUNE 10, 2008

City

Date

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MARGARET ISOZAKI
Name (Typed)

IS AUTHORIZED TO SIGN THE FOLLOWING ON BEHALF OF THE BOARD:

INTERIM DIRECTOR OF FISCAL SERVICES
Title

Margaret Isozaki
Signature

Please Indicate "Yes" or "No"

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<tr>
<td>Salary and Benefit Schedule (J90)</td>
<td>N/A</td>
</tr>
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</table>

Other (Please Specify). .................................................................

Signed by a majority of trustees (Original signatures required on all copies):

________________________________________  ________________________________  __________________________

Distribution: 1 copy = School District.
1 copy - Marin County superintendent of Schools
G: closeppliForms/auth to sign 4/08
RESOLUTION 2008-311, C-F
of the Governing Board of the

MARIN COMMUNITY COLLEGE
County of Marin, State of California

AUTHORIZATION TO SIGN ON BEHALF OF THE GOVERNING BOARD

KENTFIELD, California

JUNE 10, 2008

Pursuant to the provisions of Education Code Section 42530 to 42533 (School Districts) and 85230 to 85233 (Community College Districts) and other legal provisions, the members of the governing board of the above-named school/college district hereby authorize the officer or employee whose name and signature appear below to sign orders and other documents on behalf of the governing board of said school/college district during the period 7/1/08 – 6/30/09 (not to exceed one fiscal year), subject to further board action limiting or extending this authority and notification to the County Superintendent and the County Auditor of such action.

Leslie Barker
Name (Typed)

ACCOUNTANT
Title

Signature

Cash Receipt / Disbursement Authorization
Endorsement Checks
Journal Vouchers Requests
Loan Request – Tax Anticipation Note (TAN)
Payroll Order Certification
Request for Hand Warrant
Vendor Payment Certification
Deposit Transmittal

Attendance Reporting
Attendance Certifications
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Reduction to Categorical Program Funding Basic Aid Districts
Report of Enrollment for K-3 Class Size Reduction Program (J7)
Salary and Benefit Schedule (J90)

Other (Please Specify)

Signed by a majority of trustees (Original signatures required on all copies):


Distribution: 1 copy – School District
1 copy – Marin County superintendent of Schools
G: cloepfer/Forms/auth to sign 4/08
STATE OF CALIFORNIA
MARIN COUNTY

I, ____________________________, do hereby certify that the foregoing Resolution Nos. 6/10/08 B.11.C(1-4) were duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 10th day of June, 2008 and that they were so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: ____________________________
    Secretary of the Board of Trustees
    of the Marin Community College District
BOARD AGENDA ITEM

To: Board of Trustees                        Date: June 10, 2008
From: Superintendent/President             Item & File No. B.11.D
Subject: Purchase Order Approval for Printing of Fall, Winter, Spring and Summer 2008/09 Community Education Schedules
Reason for Board Consideration: Enclosure(s):

APPROVAL

BACKGROUND:

Board Policy 6.0015.2 states that any service provided costing between $5,000 and $15,000 requires at least three quotes, and that services provided in excess of $15,000 require solicitation of formal bids. The District requested bids for printing the Community Education Schedule for Fall 2008 and Winter, Spring and Summer, 2009. Bids were due on May 19, 2008.

The District received seven bids as listed below:

Liberty Press $ 67,261.00
Folgergraphics  $ 67,265.00
Westminster Press $ 58,882.00
Fricke-Parks Press $ 68,714.00
P & B Productions $ 57,358.00
Wesco Graphics   $ 60,574.15
Cal Tab Systems  $ 72,961.90

All bids have been reviewed and staff recommend using P & B Projections to print the 2008/09 Community Education Schedules.

RECOMMENDATION:

The Superintendent/President recommends the Board of Trustees authorize approval of a purchase order to P & B Productions in the amount of $57,358 for the printing of the Community Education 2008/09 schedules.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
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>June 10, 2008</th>
</tr>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.E.1.a(1)</td>
</tr>
<tr>
<td>Subject:</td>
<td>Renewal Contract Endorsement for Ford Graphics – Reprographic Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>ACTION APPROVAL</td>
<td>Enclosure(s):</td>
<td>Endorsement and enclosures</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The District requires continuing reprographic services to support the District’s Measure C Bond Program. Ford Graphics was selected as the District vendor and a contract was approved by the Board of Trustees on August 30, 2005 (Item B.13.G). It was then endorsed and extended through June 30, 2008 at the June 12, 2007 [Item C.12.J.1.a(ii)] Board of Trustees meeting. This current contract expires on June 30, 2008.

The original two-year contract included 2 one-year extensions which were approved by the District. In this request, Ford Graphics has agreed to maintain the same price structure without further price increases, for a one-year extension through June 30, 2009. A renewal endorsement letter is presented herein for approval, and includes the following backup documentation:

- Renewal/Endorsement letter dated June 10, 2008  
- Breakdown of program-level allocation for Fiscal Year 08/09  
- Project-specific reprographic needs for estimating and construction for Fiscal Year 08/09.  
- Signature page from original agreement with Ford Graphics  
- Endorsement and board item from August 30, 2005  
- Endorsement and board item from June 12, 2007  
- Price list

**FISCAL IMPACT:**

The District recommends that $300,000 be allocated for services from Ford Graphics through Fiscal Year 08/09. Approximately $25,000 of this amount will be used for program-level reproduction, including special reports, studies, relocation documentation and maps for construction. The remaining allocation will be used for project-specific plans and specifications for estimating and construction.

These services will be paid from Measure C bond funds designated for consultant costs.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve a renewal contract with Ford Graphics for bond-related reproduction services through June 30, 2009.
June 10, 2008

A. J. Harrison II
Vice President of College Operations
Marin Community College District

Subject: Ford Graphics Contract Extension – Fiscal Year 08/09

Dear Mr. Harrison;

The original Ford Graphics contract was approved by the Board of Trustees on August 30, 2005, Item B.13.G. It was endorsed and extended through June 30, 2008 by the Board of Trustees on June 12, 2007, Item C.12.J.l.a(ii). The existing contract with endorsements expires on June 30, 2008.

The original 2 year contract included 2 one-year extensions. Ford Graphics has agreed to maintain the same price structure as in the preceding years, without any increases for a one year extension through June 30, 2009.

Expenditures to date for Ford Graphics are $ 156,189. The coming year will see increases due to Program Level special projects and Project Specific bid documents for a number of building projects.

It is recommended that $ 300,000 be allocated for Fiscal Year 08/09 for services from Ford Graphics. Approximately $ 25,000 of this amount will be used for Program Level special reports, studies, relocation documentation and maps for construction phasing and any other reprographic needs for the Measure C Bond Program. The difference, $ 275,000 will be used for Project Specific Plans and Specifications for estimating and construction.

Attached to this endorsement letter are the original agreement with Ford Graphics, the endorsements and board items from August 2005 and June 2007 and a breakdown of the Program Level allocation for Fiscal Year 08/09 and the Project Specific reprographic needs for estimating and construction for Fiscal Year 08/09.

Following approval by the Board of Trustees on June 10, 2008 and by signing this endorsement, you will approve the extension of Ford Graphics’ contract through June 30, 2009.

Sincerely,

Leigh Sata
Program Manager
Swinerton Management & Consulting, Inc.

Ends.
cc: V-Anne Chernock, Dan Eggen
File: 315.014

Endorsement

A. J. Harrison
VP College Operations
Marin Community College District
May 21, 2008

Subject: Ford Graphics Reprographic Needs Assessment – Fiscal Year 08/09

Program Level – Special Reports and Documentation

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<th>Cost</th>
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<td>Relocation documentation: Transitions and RHAA – move scripts, maps, reports and documentation</td>
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<tr>
<td>2</td>
<td>Special Reports: for different agencies, purposes and commissions</td>
<td>$11,000</td>
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<tr>
<td></td>
<td>TOTAL</td>
<td>$25,000</td>
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</table>

See attached spreadsheets for Project Level Reprographics Needs Assessment.

File: 315.014
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<th>Description</th>
<th>Start Date</th>
<th>% Complete</th>
<th>Revisions</th>
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<th>Project Cost</th>
<th>Future</th>
<th>Cost</th>
<th>Plan Room Per Bldg</th>
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<td>Diamond PE Complex</td>
<td>Feb-07</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
<td>1200</td>
<td>FY 07/08</td>
<td>15,600</td>
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<td>100%</td>
<td>100%</td>
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<td>0</td>
<td>8,000</td>
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<td>1</td>
<td>Winning Ci</td>
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<td>301A</td>
<td>West Bridge</td>
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<td>50%</td>
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<td>500</td>
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<td>Flora Reconstruction</td>
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<td>WC Auto Tech</td>
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<td>FY 07/08</td>
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| 512060 | 7,200 | 212,450 | 274,510 | 9,000 | 612,980 | 199,200 |
Each vendor submitting a RFP Proposal will be informed of their standing relative to all Vendors within 30 days of MCCD Board of Trustees Authorization on this project.

17. References. Vendor shall provide 3 references. Please refer to and complete form attached as Appendix B.

18. Additional Services. Please refer to and complete form attached as Appendix C.

19. Project Personnel. Please refer to and complete form attached as Appendix D.

20. Price Sheet. Please refer to Appendix E and submit a comprehensive price sheet of the products sold by your company. This pricing will be utilized during the contract timeframe to determine pricing for products to be purchased that are not specified in this RFP. The District will apply the discount listed in Section VII. Unit Pricing to determine the actual sales price when placing an order.

22. Financials. Please refer to Appendix F and submit complete audited financial statements for your company’s last two fiscal years.

23. Declaration. The undersigned agrees to:

Deliver F.O.B. to the appropriate Requesting Job Office (Kantfield Campus or Indian Valley Campus) California, the Architectural/Engineering/Topographical Large Format Printing & Vectorization Services itemized herein, and in accordance with specifications attached.

The undersigned declares under penalty of perjury that all of the Proposal Information submitted with this proposal application is true and correct and a duly authorized officer of the Firm executed this Declaration.

Data: 6/30/05
Name: Dito Wijesundera
Title: President

V. Company Information

Company Name: Ford Graphics, San Francisco

Business Address: 961 Mission Street, San Francisco, CA 94103

Telephone: 415-777-9346 Fax: 415-957-1139

Email: dito@fordgraphics.com

Hours of operation:
Weekdays: Open 24 hours a day
Weekends: 8AM to 5PM

Type of Firm: Corporation: ___ X___ Proprietorship: ___
Partnership: ___ Joint Venture: ___
Other (please describe): ___

Business License Number: 954657871

Number of years in business under firm name: 45 years

Full names of firm’s owners (> 10% ownership), officers and managing employees:

Has the firm changed its name within the past 3 years?

YES ☐ NO X

If yes, provide former name(s):

(Copy Section V. and Appendices A&B and complete for each former firm name; attach to the current firm’s Proposal Questionnaire.)

Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES ☐ NO X

If yes, explain.

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
September 30, 2005

Paula Reyes-Garcla
Contracts Manager
Swinerton Management & Consulting Inc.
PO Box 144003
Kentfield, CA 94914-3004

RE: RFP from Ford Graphics for Reprographics & Vectorization Services

Dear Ms. Reyes-Garcla:

Per your request and as approved by the Board of Trustees on August 30, 2005, Item B.13.G (attached), this letter is endorsement of the attached RFP from Ford Reprographics dated June 17, 2005 in response to Bld #MCCD-001 for Reprographics and Vectorization Services.

Sincerely,

Albert I. Harrison
Vice President, College Operations

Attachment
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President

Date: August 30, 2005

Subject: Recommend Approval of Ford Graphics for District Reprographic Services

Reason for Board Consideration:

APPROVAL

Enclosure(s):

BACKGROUND:

In preparation of the design and bidding of Capital Improvement Projects for the College of Marin, a Request for Proposal (RFP) for Reprographic Services was released June 17, 2003. Reprographics firms throughout the Bay Area were contacted and invited to submit proposals. A total of five proposals were received. The key components of the RFP included:

1. The District’s defined service levels for reprographic services
2. Three (3) mock orders to be used to identify the low bidder.
3. A Pricing sheet for the District identifying regularly used products and discount pricing
4. Statement of Qualifications including financial statements

EVALUATION:

Five (5) firms submitted bids. Detailed service levels were specified for reprographics work performed for the District, including:

- Internet capability to view and order plans, outlines, drafting plans available on demand to all design firms & contractors
- Electronic tracking of all orders placed and diligent maintenance and availability of Plan Holder’s list
- Established quality assurance programs, ability to meet established Daily Service Levels, and fulfill rush orders
- Account Manager and personal training: standard work hours and regular delivery throughout the Bay Area

A benchmark score of 210 was established. Vendors that scored above 210 were deemed responsive and moved on to the next level of evaluation. Three (3) of the five (5) bids were deemed responsive.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Service Level Score</th>
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</thead>
<tbody>
<tr>
<td>BPS</td>
<td>San Francisco</td>
</tr>
<tr>
<td>Ford Graphics</td>
<td>San Francisco</td>
</tr>
<tr>
<td>Elite Reprographics</td>
<td>San Francisco</td>
</tr>
<tr>
<td>Graphic Reproduction</td>
<td>Concord</td>
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<tr>
<td>American Draftsmen</td>
<td>Kentfield</td>
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</table>

To determine a low bidder, three mock orders were released with the RFP. Bids were reviewed for completeness and totals verified. The mock order bids for the responsive vendors were:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Mock Order Total</th>
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<tbody>
<tr>
<td>Ford Graphics</td>
<td>$3,240.49</td>
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<tr>
<td>Elite Reprographics</td>
<td>$3,923.28</td>
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<tr>
<td>BPS</td>
<td>$5,435.31</td>
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</table>

The low bidder was Ford Graphics. Vectorized plans submitted by Ford Graphics were reviewed and deemed to have met the specifications of the RFP. To complete the evaluation, references for Ford Graphics were verified. Ford Graphics has completed this same type of service for CCSF, UCSP, & UC Berkeley.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Ford Graphics as the District’s Reprographics Service Provider. The signed Proposal is being presented as the bidding Agreement for this contract. Further, it is recommended that the amount of $50,000.00 be allocated to provide funding for this firm for the first year of the contract and an additional $75,000 for the second year of the contract. These services will be paid from Measure C bond funds designated for reprographics costs.

Administrator Initiating Item: Albert J. Harrison, Vice President, College Operations
June 13, 2007

A. J. Harrison II
Vice President of College Operations
Marin Community College District

Subject: Ford Graphics Contract Extension – Fiscal Year 07/08

Dear Mr. Harrison;

The Ford Graphics contract approved by the Board of Trustees on August 30, 2005, Item B.13.G and endorsed on the same date, expires at the end of this fiscal year, June 30, 2007.

The original 2 year contract included 2 one-year extensions. Ford Graphics has agreed to maintain the same price structure as in the two preceding years, without any increases for a one year extension through June 30, 2008.

Expenditures to date for Ford Graphics are $75,000. The coming year will see increases due to Program Level special projects and Project Specific bid documents for several building projects.

It is recommended that $160,000 be allocated for Fiscal Year 07/08 for services from Ford Graphics. Approximately $43,000 of this amount will be used for Program Level special reports, studies, relocation documentation and maps for construction phasing and any other reprographic needs for the Measure C Bond Program. The difference will be used for Project Specific Plans and Specifications for estimating and construction.

Attached to this endorsement letter are the original agreement with Ford Graphics, the endorsement and board item from August 30, 2005 and a breakdown of the Program Level allocation for Fiscal Year 07/08 and the Project Specific reprographic needs for estimating and construction for Fiscal Year 07/08.

Following approval by the Board of Trustees on June 12, 2007 and by signing this endorsement, you will approve the extension of Ford Graphics’ contract through June 30, 2008.

Sincerely,

Rich Graziano
Program Manager
Swinerton Management & Consulting, Inc.

Endorsement

A. J. Harrison
VP College Operations
Marin Community College District

cc: V-Anne Chernock, Dan Eggen
File: 315.014
**BACKGROUND:**

The District requires continuing reprographic services to support the District’s Measure C Bond Program. On August 30, 2005, the Ford Graphics contract was approved by the Board of Trustees and endorsed on the same date. This contract expires at the end of this fiscal year, June 30, 2007.

The original two-year contract included 2 one-year extensions. Ford Graphics has agreed to maintain the same price structure as in the two preceding years, without any increases, for a one-year extension through June 30, 2008. A renewal endorsement letter is presented herein for approval, and includes the following backup documentation:

- Signature page from original agreement with Ford Graphics
- Endorsement and board item from August 30, 2005
- Breakdown of program-level allocation for Fiscal Year 07/08
- Project-specific reprographic needs for estimating and construction for Fiscal Year 07/08.
- Price list

**FISCAL IMPACT:**

The District recommends that $160,000 be allocated for services from Ford Graphics through Fiscal Year 07/08. Approximately $43,000 of this amount will be used for program-level reproduction, including special reports, studies, relocation documentation and maps for construction. The remaining allocation will be used for project-specific plans and specifications for estimating and construction.

These services will be paid from Measure C bond funds designated for consultant costs.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve a renewal contract with Ford Graphics for bond-related reproduction services through June 30, 2008.
# PRICE LIST

Effective January, 2004

For additional products and services contact the most convenient Ford Graphics office.

Note that output footage is based upon “Standard Area Chart” as shown on page TC-2 of Ford Graphics Price Book.

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<th>Color Paper</th>
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## LARGE DOCUMENT COPYING (XEROGRAPHIC PROCESS)

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<td>7093</td>
<td>Vellum, erasable</td>
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<td>7091</td>
<td>Vellum, non-erasable</td>
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<td>7092</td>
<td>Mylar, 4 mil, matte 2 sides</td>
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## BINDING (including collating)

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## MISCELLANEOUS

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<th>6 - 20</th>
<th>21 - 50</th>
<th>51+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Size</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>8.5” x 11”</td>
<td>$10</td>
<td>$0.08</td>
<td>$0.06</td>
</tr>
<tr>
<td>2014</td>
<td>8.5” x 14”</td>
<td>$16</td>
<td>$1.14</td>
<td>$1.12</td>
</tr>
<tr>
<td>2040</td>
<td>11” x 17”</td>
<td>$35</td>
<td>$0.30</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

### BINDING

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100</td>
<td>Stapling</td>
<td>1 staple per set</td>
</tr>
<tr>
<td>2101</td>
<td>2 staples per set</td>
<td>$0.22 per set</td>
</tr>
<tr>
<td>2102</td>
<td>3 staples per set</td>
<td>$0.25 per set</td>
</tr>
</tbody>
</table>

**ACCO binding** (includes drilling, binder and assembly):
- book thickness: 1/4” to 1 1/2” | $3.50 per book
- 1 1/2” to 3” | $6.00 per book

**Chicago Screw binding** (includes drilling, screws and assembly):
- book thickness: 1/4” to 1” | $4.00 per book
- 1” to 2” | $4.50 per book
- 2” to 3” | $6.50 per book

**GBC Plastic Comb binding** (includes hole punching, binder and assembly):
- book thickness: 1/4” to 1” | $4.00 per book
- 1” to 2” | $5.75 per book
- 2” to 3” | $8.00 per book

Standard colors are black and white; other colors available upon request.

**Velo binding** (includes hole punching, binder and assembly):
- book thickness | $6.00 per book
- 1” to 1 1/2” | $7.00 per book

**Wire-O binding** (includes hole punching, binder and assembly):
- book thickness 1/4” to 1/2” | $5.00 per book
- books over 1/2” inquire |

Standard colors are black and white; other colors available upon request.

2106 | Coil binding | up to 1/2” | $5.00 per book |

2107 | Three hole drilling (no binding) | $0.02 per sheet |

2108 | Wire-O Punching (no binding) | $0.05 per sheet |

### CAD PLOTTING

<table>
<thead>
<tr>
<th>Code</th>
<th>Media</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10500</td>
<td>20# bond (from plot files)</td>
<td>$2.25</td>
</tr>
<tr>
<td>10502</td>
<td>Presentation bond, 24#</td>
<td>$2.50</td>
</tr>
<tr>
<td>10510</td>
<td>Mincad - Bond</td>
<td>$3.25</td>
</tr>
</tbody>
</table>

### Miscellaneous Services

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10587</td>
<td>File Conversion from TIFF to PDF</td>
<td>$1.00 per file</td>
</tr>
<tr>
<td>10588</td>
<td>File Conversion from PDF/DWF to TIFF</td>
<td>$3.50 per file</td>
</tr>
<tr>
<td>10800</td>
<td>File Conversion from Drawing to Plot</td>
<td>$15.00 per file</td>
</tr>
</tbody>
</table>

### Electronic Document Management (PlanWell™)

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price per each</th>
</tr>
</thead>
<tbody>
<tr>
<td>10566</td>
<td>Doc. Mgmt. Fee - B &amp; W Images</td>
<td>$3.50 each</td>
</tr>
<tr>
<td>10582</td>
<td>Doc. Mgmt. Fee - Color Images</td>
<td>$10.00 each</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Product/Service</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10574</td>
<td>Comprehensive Drawing Index</td>
<td>$0.50 per field</td>
</tr>
<tr>
<td>10575</td>
<td>E-Mail Broadcast to Plan Holders</td>
<td>$20.00 per broadcast</td>
</tr>
<tr>
<td>10570</td>
<td>8 1/2”x 11” Specification Mgmt. Fee</td>
<td>$0.25 each</td>
</tr>
<tr>
<td>10576</td>
<td>PlanWell Projects to CD Rom - First</td>
<td>$35.00 each</td>
</tr>
<tr>
<td>10577</td>
<td>PlanWell Projects to CD Rom - Additional</td>
<td>$15.00 each</td>
</tr>
</tbody>
</table>

### Remote Printing

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10578</td>
<td>Vellum (PLT/VIC format)</td>
<td>$3.00</td>
</tr>
<tr>
<td>10579</td>
<td>Ecocopy - First Set</td>
<td>$0.75</td>
</tr>
<tr>
<td>10580</td>
<td>Ecocopy - Additional Sets</td>
<td>$0.30</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Product/Service</th>
<th>Price per SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>10581</td>
<td>Remote transfer of files</td>
<td>$1.00 each</td>
</tr>
</tbody>
</table>

* Items are not discountable
**Bid Caster – Invitation to Bid (ITB) Service**

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>*10585</td>
<td>Bid Caster Project Set Up Fee</td>
<td>$125.00 per each</td>
</tr>
<tr>
<td>10586</td>
<td>Bid Caster Management Fee – Email Transmission</td>
<td>$0.75 per each</td>
</tr>
<tr>
<td>10589</td>
<td>Bid Caster Management Fee – Fax Transmission</td>
<td>$0.75 per page</td>
</tr>
</tbody>
</table>

**COLOR COPYING**  Copying of flat, reflective art (excludes magazines and books).

Price per impression, 32# paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Output size</th>
<th>Number of impressions per original side</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2300</td>
<td>8.5” x 11”</td>
<td>$3.00</td>
</tr>
<tr>
<td>2301</td>
<td>8.5” x 14” or 11” x 17”</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

**COLOR COPYING FROM 35mm SLIDES.**

Price per impression, 32/80 paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Output size</th>
<th>Number of impressions per original slide</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2310</td>
<td>8.5” x 11”</td>
<td>$3.00</td>
</tr>
<tr>
<td>2311</td>
<td>8.5” x 14” or</td>
<td>$3.50</td>
</tr>
<tr>
<td></td>
<td>11” x 17”</td>
<td></td>
</tr>
<tr>
<td>*2302</td>
<td>Plus Set up charge, per slide</td>
<td>$7.50</td>
</tr>
</tbody>
</table>

**SMALL FORMAT DIGITAL COLOR PRINTING** (using “Fiery” processor).

Price per impression, 32# paper

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Number of impressions per original page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Output size</td>
<td>1</td>
</tr>
<tr>
<td>2410</td>
<td>Fiery - 1st Print</td>
<td>8.5” x 11”</td>
</tr>
<tr>
<td></td>
<td>$3.00</td>
<td>$2.50</td>
</tr>
<tr>
<td>2400</td>
<td>Additional 8.5” x 11”</td>
<td>$3.50</td>
</tr>
<tr>
<td>2411</td>
<td>Fiery - 1st Print</td>
<td>8.5” x 14” or 11” x 17”</td>
</tr>
<tr>
<td>2401</td>
<td>Add’l 8.5” x 14” or 11” x 17”</td>
<td>1 Copy</td>
</tr>
<tr>
<td>2412</td>
<td>Fiery - 1st Print</td>
<td>12” x 18”</td>
</tr>
<tr>
<td>2403</td>
<td>Add’l 12” x 18”</td>
<td>$0.15</td>
</tr>
<tr>
<td>2404</td>
<td>11” x 17”</td>
<td>$0.40</td>
</tr>
</tbody>
</table>

**SMALL FORMAT DIGITAL PRINTS – BLACK & WHITE**

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2041</td>
<td>Digital Rip fee - 8.5” x 11” (minimum $10.00)</td>
<td>$0.12 per original</td>
</tr>
<tr>
<td>2042</td>
<td>Digital Rip fee – 11” x 17” (minimum $20.00)</td>
<td>$0.20 per original</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Output size</th>
<th>Number of impressions per original page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>2043</td>
<td>8.5” x 11”</td>
<td>$0.15</td>
</tr>
<tr>
<td>2044</td>
<td>11” x 17”</td>
<td>$0.40</td>
</tr>
</tbody>
</table>

Note: Software applications acceptable are – Microsoft Word, Excel, Power Point & PDF files

**COLOR PLOTTING**

Inkjet Color Plotting (Postscript Printing). Photo realistic plotting of Postscript files

<table>
<thead>
<tr>
<th>Code</th>
<th>Media:</th>
<th>Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10852</td>
<td>Photograde paper</td>
<td>$14.00 per SF.</td>
</tr>
<tr>
<td>10853</td>
<td>First print</td>
<td>$12.00 per SF.</td>
</tr>
<tr>
<td>10854</td>
<td>Additional prints from same file</td>
<td>$18.00 per SF.</td>
</tr>
<tr>
<td></td>
<td>Canvas - First print</td>
<td>$20.00 per SF.</td>
</tr>
<tr>
<td></td>
<td>Additional prints</td>
<td>$20.00 per SF.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Media:</th>
<th>Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10560</td>
<td>Bond</td>
<td>$14.00 per SF.</td>
</tr>
<tr>
<td>10561</td>
<td>Additional prints from same file</td>
<td>$12.00 per SF.</td>
</tr>
</tbody>
</table>

Add to all plotting prices file set up charge of $10.00 per file, plus $1.50 per MB for files greater than 10 MB.

**Special Note:** “Rush Charges” may apply for work done on an accelerated basis.

* Items are not discountable
**Colorjet** – (Bond/Photo Grade) ****

**Scan to Print - Inkjet**

<table>
<thead>
<tr>
<th>Code</th>
<th>Image</th>
<th>Price</th>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10862</td>
<td>Image up to 8.5&quot; x 11&quot;</td>
<td>$20.00</td>
<td>10865</td>
<td>Oversize images - Add'l Prints</td>
<td>$13.00</td>
</tr>
<tr>
<td>10863</td>
<td>Image up to 11&quot; x 17&quot;</td>
<td>$40.00</td>
<td>10866</td>
<td>Scan to file-Color Tiff format</td>
<td>$10.00</td>
</tr>
<tr>
<td>10864</td>
<td>Oversize images</td>
<td></td>
<td>10560</td>
<td>Extra charge for CD-Rom</td>
<td>$15.00</td>
</tr>
<tr>
<td></td>
<td>(over 2 SF) - 1st Print</td>
<td>$15.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Durst Lambda – Direct Digital Imaging Process*

<table>
<thead>
<tr>
<th>Code</th>
<th>Product Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8000</td>
<td>Durst Lambda – Economy</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

**SCANNING & ARCHIVING TO CD ROM**

Scanning the Drawing

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10550</td>
<td>Scanning upto 24&quot;x36&quot; 1-250</td>
<td>$3.00</td>
<td>10551</td>
<td>Scanning upto 36&quot;x48&quot; 1-250</td>
<td>$3.50</td>
</tr>
<tr>
<td></td>
<td>251-750</td>
<td>$2.50</td>
<td></td>
<td>251-750</td>
<td>$2.00</td>
</tr>
<tr>
<td></td>
<td>751+</td>
<td>$2.00</td>
<td></td>
<td>751+</td>
<td>$2.50</td>
</tr>
<tr>
<td>10552</td>
<td>Scanning over 12 SF 1-3000</td>
<td>$0.75</td>
<td>10568</td>
<td>Grey Scale TIFF</td>
<td>$30.00</td>
</tr>
<tr>
<td></td>
<td>3001-10,000</td>
<td>$0.65</td>
<td>10570</td>
<td>Scanning 8.5&quot;x11&quot;</td>
<td>$0.25</td>
</tr>
<tr>
<td></td>
<td>10,001+</td>
<td>$0.55</td>
<td>10571</td>
<td>Scanning 11&quot;x17&quot;</td>
<td>$0.40</td>
</tr>
</tbody>
</table>

Note: A minimum per order charge of $25.00 will apply to codes 10550, 10551 and 10552.

*Filters*

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10553</td>
<td>Despeckle Image</td>
<td>$1.00</td>
<td>10556</td>
<td>Custom Clean Up</td>
<td>$150.00</td>
</tr>
<tr>
<td>10554</td>
<td>Rotnie Image</td>
<td>$0.50</td>
<td>10569</td>
<td>Rename Sheet</td>
<td>$0.50</td>
</tr>
<tr>
<td>10555</td>
<td>Cropping Image</td>
<td>$1.50</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Indexing*

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10557</td>
<td>Field from Title Block</td>
<td>$0.30</td>
<td>10558</td>
<td>Field from Drawing</td>
<td>$0.80</td>
</tr>
</tbody>
</table>

*CD Burning*

<table>
<thead>
<tr>
<th>Code</th>
<th>Service</th>
<th>Price</th>
<th>Code</th>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10559</td>
<td>First CD Burning</td>
<td>$35.00</td>
<td>10560</td>
<td>Additional Copies</td>
<td>$15.00</td>
</tr>
<tr>
<td>10584</td>
<td>DVD with Data</td>
<td>$95.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For special pricing on customized services, please inquire from Ford Graphics.

**MOUNTING** (Prices include appropriate material and labor.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Product</th>
<th>Price</th>
<th>Code</th>
<th>Product</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5600</td>
<td>Single weight illustration board</td>
<td>$4.00</td>
<td>5690</td>
<td>Gator board, 3/16&quot; thick</td>
<td>$8.00</td>
</tr>
<tr>
<td>5610</td>
<td>Double weight illustration board</td>
<td>$4.50</td>
<td>5691</td>
<td>Gator board, 1/4&quot; thick</td>
<td>$11.00</td>
</tr>
<tr>
<td>5620</td>
<td>Foam core, 3/16&quot; thick</td>
<td>$5.25</td>
<td>5571</td>
<td>Sintra - 1/8&quot;</td>
<td>$8.00</td>
</tr>
<tr>
<td>5621</td>
<td>Foam core, 1/4&quot; thick</td>
<td>$6.75</td>
<td>5572</td>
<td>Sintra - 3/16&quot;</td>
<td>$10.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5625</td>
<td>Acetate overlay covers, 3 mil</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**LAMINATING - SINGLE SIDED** (Prices include appropriate material and labor.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Product / Service</th>
<th>Price</th>
<th>Code</th>
<th>Product / Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5800</td>
<td>3.0 mil thick, matte or glossy</td>
<td>$5.25</td>
<td>5802</td>
<td>10.0 mil thick,</td>
<td>$8.00</td>
</tr>
<tr>
<td>5801</td>
<td>5.0 mil thick, matte or glossy</td>
<td>$6.25</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LAMINATING - DOUBLE SIDED (ENCAPSULATED)**

<table>
<thead>
<tr>
<th>Code</th>
<th>Product / Service</th>
<th>Price</th>
<th>Code</th>
<th>Product / Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5810</td>
<td>3.0 mil thick, matte or glossy</td>
<td>$7.00</td>
<td>5812</td>
<td>10.0 mil thick,</td>
<td>$8.50</td>
</tr>
<tr>
<td>5811</td>
<td>5.0 mil thick, matte or glossy</td>
<td>$8.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**LAMINATING - REPORT COVERS** (Encapsulated, matte or glossy):

<table>
<thead>
<tr>
<th>Code</th>
<th>Product / Service</th>
<th>Price per pc</th>
<th>Code</th>
<th>Product / Service</th>
<th>Price per pc</th>
</tr>
</thead>
<tbody>
<tr>
<td>5400</td>
<td>3.0 mil both sides, 8.5&quot; x 11&quot;</td>
<td>$5.00</td>
<td>5403</td>
<td>5.0 mil both sides, 11&quot; x 17&quot;</td>
<td>$7.50</td>
</tr>
<tr>
<td>5401</td>
<td>3.0 mil both sides, 11&quot; x 17&quot;</td>
<td>$6.50</td>
<td>5404</td>
<td>10.0 mil both sides, 8.5&quot;x11&quot;</td>
<td>$7.00</td>
</tr>
<tr>
<td>5402</td>
<td>5.0 mil both sides, 8.5&quot; x 11&quot;</td>
<td>$6.00</td>
<td>5405</td>
<td>10.0 mil both sides, 11&quot; x 17&quot;</td>
<td>$8.50</td>
</tr>
</tbody>
</table>

* Items are not discountable

**FORD GRAPHICS BRANCHES:**

<table>
<thead>
<tr>
<th><strong>Main Office</strong></th>
<th><strong>Financial District</strong></th>
<th><strong>Oakland Branch</strong></th>
<th><strong>Concord Branch</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>981 Mission Street</td>
<td>850 Battery Street</td>
<td>2210 Magnolia Street</td>
<td>1340 Galaxy Way, Suite 'F'</td>
</tr>
<tr>
<td>San Francisco, CA 94103</td>
<td>San Francisco, CA 94111</td>
<td>Oakland, CA 94607</td>
<td>Concord, CA 94520</td>
</tr>
<tr>
<td>(415) 777-9346</td>
<td>(415) 982-2999</td>
<td>(510) 451-9060</td>
<td>(925) 405-0300</td>
</tr>
<tr>
<td>Fax (415) 957-1139</td>
<td>Fax (415) 982-2999</td>
<td>Fax (510) 595-2363</td>
<td>Fax (925) 405-0300</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>June 10, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.E.1.a(2)</td>
</tr>
<tr>
<td>Subject:</td>
<td>Renewal Contract for Miller Brown &amp; Dannis - District Legal Consultant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>ACTION APPROVAL</td>
<td>Enclosure(s):</td>
<td>Agreement for Professional Services</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The District requires continuing legal services to support the District’s Measure C Bond Program. In July 2005 the District approved a one year short form contract with Miller Brown & Dannis to provide such services. A second short form contract was approved by the Board of Trustees in June 2006 and an extension of service fees was approved by the Board of Trustees in April 2008.

The current one year agreement will expire on June 30, 2008. A renewal contract for Fiscal Year 2008-2009 in the amount of $125,000 is presented herein for approval.

The firm is responsible for performing legal reviews and recommendations on all matters related to the Measure C Bond Program. Examples of these services include, but are not limited to, review of contracts and bid documents and compliance with state and federal laws for California community colleges.

**FISCAL IMPACT:**

This one year agreement will not exceed $125,000. These services will be paid from Measure C Bond funds designated for consultant costs.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve a renewal contract with Miller Brown & Dannis in an amount not to exceed $125,000 for the fiscal year July 1, 2008 through June 30, 2009 for legal services related to the Measure C bond program.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2008, by and between the College of Marin, hereinafter referred to as College, and Miller Brown & Dannis, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, College and Attorney agree as follows:

College appoints Attorney to represent, advise, and counsel it from July 1, 2008, through and including June 30, 2009, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

College shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

Absent prior approval by College, the maximum fees for this agreement period will be $125,000. College agrees to pay Attorney two hundred ten dollars ($210) to two hundred sixty-five dollars ($265) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars ($185) to two hundred fifteen dollars ($215) per hour for associates; and one hundred ten dollars ($110) to one hundred twenty-five dollars ($125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

College further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. College agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of College or emergency conditions which occasionally arise.

College further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness
fees. Upon mutual consent of College and Attorney, Attorney may pay for such costs and expenses and College shall advance costs and expenses to Attorney.

Attorney shall send College a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. College shall pay Attorney's statements within thirty (30) days after each statement's date. Upon College office's request for additional statement information, Attorney shall provide a bill to College no later than ten (10) days following the request. College is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

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

College or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

COLLEGE OF MARIN

____________________________________  __________________________
Albert J. Harrison II                        Date
Vice President of College Operations

MILLER BROWN & DANNIS

____________________________________  __________________________
Mark W. Kelley                                 Date
Attorney at Law

At its public meeting of June 10, 2008, the Board approved this Agreement and authorized the Board president, Chancellor/President or Designee to execute this Agreement.
**RATIFICATION**

**BACKGROUND:**

On May 13, 2008, the Board of Trustees authorized the District to award a construction contract to the low responsive bidder for the West Campus Utility Extension Project.

On May 20, 2008 two bids were received for the West Campus Utility Extension Project (407D) (incorporating parts of 850C & 850H). Both bids are below the engineer’s estimate of $875,000. They are as follows:

- SEB Construction: $868,875
- DiGiorgio Construction: $874,000

A quality control check was performed on the low bidder’s documentation. SEB Construction did not submit the required Notary Acknowledgement on the Non-Collusion Affidavit and failed to sign the Bid Bond form as required by the contract documents. In addition, a qualified subcontractor was not listed for erection of the Shade and Greenhouse structure and Pre-fabricated metal building as required by the contract documents. On these grounds, SMC and legal counsel agree that these bid irregularities should not be waived and that SEB Construction’s bid does not meet the requirements of the contract and should be considered “non-responsive.” The bids were very close in price, indicating that the documents were complete and that the scope was clear to both bidders. Furthermore, the bids were submitted under competitive conditions.

DiGiorgio Construction is therefore the low responsive bidder and will be awarded the construction contract as previously authorized by the Board of Trustees.

**FISCAL IMPACT:**

This project will be paid from bond funds. The engineer’s estimate for this project is $875,000. The total contract amount awarded to DiGiorgio Contracting Company is $874,000 with no alternates.

**Total Contract $874,000**

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify a construction contract for the West Campus Utility Extension Project (407D) to the low responsive bidder, DiGiorgio Contracting Company, in the amount of **$874,000**.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: June 10, 2008
Item & File No. B.11.E.2.b
Subject: Austin Science Center Roof Repairs Project (850E)
American Services Co. – Change Order 4

Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): Change Order 4

BACKGROUND:

On October 9, 2007 the Board authorized the award of a construction contract to the low responsible bidder. American Services Co. was the low responsible bidder and was awarded the construction contract on October 9, 2007 for the Austin Science Center Roof Repairs Project (850E). During the course of construction, additional PCOs (“Potential Change Orders”) were approved in order to keep the project progressing in a timely manner.

Change Order 4 consists of one (1) Potential Change Orders (PCOs) in the aggregate amount of $1,000 with no time extension. This PCO does not exceed the Board approved threshold for notification. The work was attributable to a request by the District to de-mobilize during finals week, December 2007.

Total compensation $1,000
Total time extension None

FISCAL IMPACT:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$207,454</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 1</td>
<td>($3,224)</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$20,262</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 3</td>
<td>$0</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 4</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$225,492</td>
<td></td>
</tr>
</tbody>
</table>

The cumulative value of all change orders to date is 8.7%.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 4 for American Services Co. in the amount of $1,000 for the Austin Science Center Roof Repairs Project (850E).
To: American Services Co.

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.C.O. #4</td>
<td>Temporarily de-mobilize due to no work during final week December 2007.</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**End of Items**

**TOTAL:** $1,000.00

**SUBTOTAL:** $1,000.00

---

**AGREEMENT**

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

<table>
<thead>
<tr>
<th>Original Contract Price:</th>
<th>$224,492.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Change By Previously Authorized Change Order:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>$224,492.00</td>
</tr>
<tr>
<td>Contract Price Will Be:</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>New Contract Price Including This Change Order:</td>
<td>$225,492.00</td>
</tr>
</tbody>
</table>

**TIME ADJUSTMENT**

Date of Substantial Completion As Of The Date Of This Change Order: 6/30/2008

---

**APPROVED BY CONTRACTOR**

American Services, Co.

By: McGinnis, Chan Associates, Inc.

Date: 

**ISSUED BY PROJECT MANAGER**

Swinerton Management & Consulting

By: Summer Byrom, Assistant Project Manager

Date: 

**RECOMMENDED BY PROGRAM MANAGER**

Leigh Sata, Program Manager

Date: 

**APPROVED BY OWNER**

Marin Community College District

By: V-Anna Chernock, Director of Modernization

Date: 

**AUTHORIZED BY OWNER**

Marin Community College District

Date: 

Distribution: Owner, Consultant, Construction Manager, Contractor, C.O. File, Other
BACKGROUND:

On March 4, 2008 the Board awarded a contract to Alten Construction for the Diamond PE Center Alterations Project (308B). During the course of construction, additional PCOs ("Potential Change Orders") were approved in order to keep the project progressing in a timely manner.

Change Order 2 consists of three (3) Potential Change Orders (PCOs) in the aggregate amount of $26,061 with no time extension. None of the individual PCOs exceeds the Board approved threshold for notification. The work was attributable to unforeseen hazardous abatement work.

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>$26,061</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>None</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

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

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$10,552,807</th>
<th>Previously Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order 1</td>
<td>$ 17,454</td>
<td>Previously Approved</td>
</tr>
<tr>
<td>Change Order 2</td>
<td>$  26,061</td>
<td></td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$10,596,322</strong></td>
<td></td>
</tr>
</tbody>
</table>

The cumulative value of all change orders to date is less than 1%.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 2 for Alten Construction in the amount of $26,061 for the Diamond PE Center Alterations Project (308B).
SWINERTON MANAGEMENT AND CONSULTING, INC.

PROJECT: Diamond PE Center Alterations
PROJECT No.: 3003
CONTRACTOR: Alien Construction
OWNER: Marin Community College District
ARCHITECT: Kwan Henmi Architecture/Planning

EFFECTIVE ONLY WHEN SIGNED BY OWNER
CHANGE ORDER: 2
DATE: 6/10/2008
DSA FILE #: 21-C1
APPLICATION #: 01-108949

To: Alien Construction

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

<table>
<thead>
<tr>
<th>PCD #</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>005</td>
<td>Abatement in Southeast wing (Part 1 of 1): Remove and dispose of additional cement plaster and sheetrock in the southeast wing. No change to contract time. Reason: Unforeseen Condition</td>
<td>$11,614</td>
</tr>
<tr>
<td>007B</td>
<td>Abatement in mechanical room in Southwest wing (Part 3 of 3): Remove and dispose of plaster walls and ceilings in the mechanical room. No change to contract time. Reason: Unforeseen Condition</td>
<td>$6,012</td>
</tr>
<tr>
<td>008</td>
<td>Abatement in Northeast wing (Part 1 of 1): Remove and dispose of asbestos-containing drywall ceilings and walls in the northeast wing, remove plaster from the vending machine area, and remove drywall from the exercise room. No change to contract time. Reason: Unforeseen Condition</td>
<td>$8,435</td>
</tr>
</tbody>
</table>

End of Items

SUBTOTAL: $26,061
TOTAL: $26,061

NOTE: Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, complete supply and installation of materials and equipment, Contractor's fees, profit, and overhead, administration, general conditions, all other indirect costs, and associated additional bond and insurance premiums.

**AGREEMENT**

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

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>CONTRACT VALUE ADJUSTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>$10,552,807</td>
</tr>
<tr>
<td>Net Change By Presently Authorized Change Order:</td>
<td>$17,454</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>$10,570,261</td>
</tr>
<tr>
<td>Contract Price Will Be:</td>
<td></td>
</tr>
<tr>
<td>Increased:</td>
<td>$26,061</td>
</tr>
<tr>
<td>Decreased:</td>
<td>By this Change Order.</td>
</tr>
<tr>
<td>Unchanged:</td>
<td></td>
</tr>
<tr>
<td>New Contract Price Including This Change Order:</td>
<td>$10,596,327</td>
</tr>
<tr>
<td>TIME ADJUSTMENT</td>
<td></td>
</tr>
<tr>
<td>Contract Time Will Be:</td>
<td></td>
</tr>
<tr>
<td>Increased:</td>
<td>By this Change Order.</td>
</tr>
<tr>
<td>Decreased:</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>Unchanged:</td>
<td></td>
</tr>
<tr>
<td>Date of Substantial Completion As Of The Date Of This Change Order:</td>
<td>5/13/2009</td>
</tr>
</tbody>
</table>

**AGREED BY CONTRACTOR**

<table>
<thead>
<tr>
<th>Alien Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**APPROVED BY ARCHITECT/ENGINEER**

<table>
<thead>
<tr>
<th>Kwan Henmi Architecture/Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**ISSUED BY PROJECT MANAGER**

<table>
<thead>
<tr>
<th>Swinerton Management &amp; Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Christine Tosh, Project Manager</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**RECOMMENDED BY PROGRAM MANAGER**

<table>
<thead>
<tr>
<th>Swinerton Management &amp; Consulting</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Leigh Soto, Program Manager</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**APPROVED BY OWNER**

<table>
<thead>
<tr>
<th>Marin Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: V-Arne Cherneck, Director of Modernization</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**AUTHORIZED BY OWNER**

<table>
<thead>
<tr>
<th>Marin Community College District</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Albert J. Harrison II, VP of College Operations</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

Distribution: Owner, Consultant, Construction Manager, Contractor, C.O. File, Other
BACKGROUND:

The final portion of the PE Complex Portables Project (850F) requires the installation of two (2) portable shower buildings. Several different contractors will be needed to complete this work. Each type of work requires at least three (3) informal competitive bids. These were reviewed and the lowest responsive bidder was selected for each type of work.

Listed below are the selected contractors and their type of work for this project:

- Plumbing Contractor: Classic Plumbing ($4,000)
- ADA ramp installation Contractor: TMP Services, Inc. ($1,288)
- Striping (parking lot modifications) Contractor: Striping Graphics ($2,800)
- Purchase & installation of tent: Creative Tent International ($14,284)
- Fencing Contractor: Able Fence Co. Inc. ($8,285)

Each contractor will have a separate Short Form Construction Contract specific to their scope of work. In order to facilitate the work and due to the limited scope of the project, it was decided that a “multi-prime” approach could be utilized to take advantage of a short time frame as well as saving the District additional fees for the a General Contractor’s mark-up.

The Board of Trustees is asked to approve these five (5) Construction Contracts for a total amount of $30,657.

FISCAL IMPACT:

These contracts will be paid for using Measure C bond funds:

- Plumbing: $4,000
- Ramps: $1,288
- Striping: $2,800
- Tent: $14,284
- Fencing: $8,285

Total Contracts: $30,657

RECOMMENDATION:

The Superintendent/President recommends that the Board award five (5) Construction Contracts to the above listed contracts for five (5) types of construction work in the amount of $30,657 for the PE Complex Portables Project (850F).
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community College District (hereinafter called District) and

Vendor: Classic Plumbing
Address: 31 Manzanita Avenue, San Rafael, CA 94901 Attn: Richard tel: 415-459-0528 fax: 415-302-5012

I. NATURE AND EXTENT OF SERVICE
Temporary shower building hookups (gray water); 4 inch sewer under deck to existing sewer ejector including an injector pump; 1 ¼ inch water piping to shower building (based on gravity drain ¼ inch pipe). Project # 850F.

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of invoice by Fiscal Services. Total Payment: Four Thousand dollars ($4,000.00) Note: Invoices must be submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between June 10, 2008 and July 31, 2008.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor’s failure to include any applicable tax, or as the result of any change in the Vendor’s Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor’s family, business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest which may arise as a result of such change.

VIII. CHANGES
No change or modification in terms quantities, or specification may be made without express authorization from The District. This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

XI. PREVAILING WAGES
For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance with Labor Code Sections 1770 to 1777 inclusive.
XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by the Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

XV. CONTRACTOR'S LICENSE
Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA 95826.

XVI. APPLICABLE LAW
This agreement shall be governed by the laws of the State of California.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>(Date)</td>
<td>(Date)</td>
</tr>
<tr>
<td>(Title)</td>
<td>Vice-President of Business Operations or designee</td>
</tr>
</tbody>
</table>
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community College District (hereinafter called District) and

Vendor: TMP Services, Inc.
Address: 425 S. Rancho Avenue, Colton, CA 92324 Attn: Kim Tylhurst tel: 909-777-3140 fax: 909-777-3149

I. NATURE AND EXTENT OF SERVICE
Tear down existing ramp on the west end of the PE Portables. Ramp to be stored on site. Installation of a filler for safety where ramp was removed. Project # 850F.

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of invoice by Fiscal Services. Total Payment: One Thousand Two Hundred Eighty-Eight dollars ($1,288.00) Note: Invoices must be submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between June 10, 2008 and July 31, 2008.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor’s failure to include any applicable tax, or as the result of any change in the Vendor’s Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor’s family, business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest which may arise as a result of such change.

VIII. CHANGES
No change or modification in terms quantities, or specification may be made without express authorization from The District. This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

XI. PREVAILING WAGES
For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance with Labor Code Sections 1770 to 1777 inclusive.
XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by the Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

XV. CONTRACTOR’S LICENSE
Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, PO Box 26000, Sacramento, CA 95826.

XVI. APPLICABLE LAW
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Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community College District (hereinafter called District) and

Vendor: Striping Graphics
Address: 1364 N. McDowell, Suite 12, Petaluma, CA 94954 Attn: Guido Metzler tel: 707-763-9425 fax: 707-763-9761

I. NATURE AND EXTENT OF SERVICE
Striping Phase 1: Remove 3 handicapped signs and 15 parking bumpers. Store on site.
Striping Phase 2: Stripe 2 van accessible stalls, one standard accessible stall, install 3 parking signs and 3 wheel stops.

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of invoice by Fiscal Services. Total Payment: Two Thousand Eight Hundred dollars ($2,800.00) Note: Invoices must be submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between June 10, 2008 and July 31, 2008.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor's failure to include any applicable tax, or as the result of any change in the Vendor's Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor's family, business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest which may arise as a result of such change.

VIII. CHANGES
No change or modification in terms quantities, or specification may be made without express authorization from The District. This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
All work and materials shall be in full accordance with the latest rules and regulations of the Division of Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

XI. PREVAILING WAGES
For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance with Labor Code Sections 1770 to 1777 inclusive.
XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys’ fees, arising out of or resulting from Contractor’s performance of the Work, or work performed by the Contractor’s agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District’s fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

XV. CONTRACTOR’S LICENSE
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XVI. APPLICABLE LAW
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<td>Vice-President of Business Operations or designee</td>
</tr>
</tbody>
</table>
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community
College District (hereinafter called District) and

Vendor: Creative Tent International, Inc.
Address: 2245 Kiowa Blvd # 100, Lake Havasu City, AZ 86403 Attn: Carol Fontius tel: 888-484-8368 fax: 530-938-1136

I. NATURE AND EXTENT OF SERVICE
Purchase and installation of a Qwiktrac 20 foot by 30 foot tent. Project # 850F.

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of
invoice by Fiscal Services. Total Payment: Fourteen Thousand Two Hundred Eight-Four dollars ($14,284.00) Tax applied to
tent purchase only ($10,754), No tax on Delivery ($1,000), Labor ($2,530) Note: Invoices must be submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between June 10, 2008 and July 31, 2008.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor’s failure to
include any applicable tax, or as the result of any change in the Vendor’s Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the
work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor’s family,
business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private
interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest
which may arise as a result of such change.

VIII. CHANGES
No change or modification in terms quantities, or specification may be made without express authorization from The District.
This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of
Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the
Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement
between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between
the parties relating to the subject matter hereof.

XI. PREVAILING WAGES
For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance
with Labor Code Sections 1770 to 1777 inclusive.
XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by the Contractor’s agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws, including but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

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Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of by and between the Marin Community
College District (hereinafter called District) and

Vendor: Able Fence Co, Inc.
Address: P.O. Box 219, Petaluma, CA 94953 Attn: Dan Boyd tel: 707-763-2551 fax: 707-763-0699

I. NATURE AND EXTENT OF SERVICE
Furnish and install 24 foot by 35 foot fence at 14 foot height with single swing gate in Parking Lot 11. Project # 850F

II. COMPENSATION
Payment will be made based on submission of invoices. Normally, payment will be made about four weeks following receipt of
invoice by Fiscal Services. Total Payment: Eight Thousand Two Hundred Eight Five dollars ($8,285.00) Note: Invoices must be
submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between June 10, 2008 and July 31, 2008.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor's failure to
include any applicable tax, or as the result of any change in the Vendor's Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the
work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Jake Skaer after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor's family,
business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private
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MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President

Date: June 10, 2008 
Item & File No. B.11.E.3.a

Subject: Performing Arts Modernization Project (306A)  
Science Math Central Plant Increment No 3 – Building Project (305A)  
Transportation Technology Complex Project (402A)  
Main Building Complex Project (417A)  
New Fine Arts Building Project (306C)  
Diamond PE Center Alterations Project (308B)  
Furniture, Fixtures & Equipment (FF&E) Specifications Proposal  
Transitions...managing change in the workplace, inc. - Amendment 3

Reason for Board Consideration: ACTION APPROVAL

Enclosure(s): LF Amendment 3

BACKGROUND:
"Transitions" was selected as the District’s Furniture, Fixtures & Equipment (FF&E) Consultant and a long form professional services agreement was approved on June 13, 2006 by the Board of Trustees (item B.12.H). The first phase of approved work was for the cataloging and creating inventory lists of existing equipment for the first projects. Amendments 1 and 2 were previously approved. As the first round of work comes to completion, the next phase of "space planning" and detailed equipment procurement work is required. This scope will include space planning, the development of equipment lists for project specific work, and budgeting for procurement purposes for the projects listed below.

The projects listed below require a consistent scope of work. Fees differ for each project as each project has unique FF&E needs. Below is a summary of Transitions' services for FF&E Project Specific work:

Performing Arts Modernization Project (306A) $ 17,440  
Science Math Central Plant Increment No 3 – Building Project (305A) $ 38,299  
Transportation Technology Complex Project (402A) $ 14,801  
Main Building Complex Project (417A) $ 34,394  
New Fine Arts Building Project (306C) $ 36,386  
Diamond PE Center Alterations Project (308B) $ 22,212  
Total $183,532

At this time the Board of Trustees is asked to approve Amendment 3 to Transitions' long form contract in the amount of $185,532 for project specific FF&E services.

FISCAL IMPACT:
Amendment 3 will be paid from Measure C bond funds allocated for FF&E.

Original Contract Amount $353,854  
Amendment 1 $ 19,775 FF&E disposal efforts  
Amendment 2 $ 0 Contract time extension  
Amendment 3 $183,532 Project specific FF&E work  
Total Contract Amount $ 557,161

RECOMMENDATION:
The Superintendent/President recommends that the Board approve Amendment 3 to Transitions in the amount of $183,532 for FF&E work for Performing Arts Modernization Project (306A), Science Math Central Plant Increment No 3 – Building Project (305A), Transportation Technology Complex Project (402A), Main Building Complex Project (417A), New Fine Arts Building Project (306C) and the Diamond PE Center Alterations Project (308B).

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: 10/10/08  Consultant: Transitions

Project(s) (name and number): Various Projects KTD & IVC

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: $ 183,532

Total amount of contract to date including this amendment $ 557,161

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

___ Full agreement  ___ Changes to agreement Reviewed: ______

___ Appendix A  √ Changes to Appendix A Reviewed: LS

___ Appendix B  √ Changes to Appendix B Reviewed: LS

___ Appendix C  √ Changes to Appendix C Reviewed: LS

___ Appendix D  √ Changes to Appendix D Reviewed: LS

___ Appendix E  ___ Changes to Appendix E Reviewed: ______

___ Other backup materials? ___________________________________________ Reviewed: ______

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

If not, why not? No change to legal language

Agenda cover page prepared by: EB  Reviewed by: LS

Submittal sign-off:
Program Manager: LS  Director: J. Schnerck
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? 

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?

☑ Appendix B: is the fee appropriate to the scope of work?

☑ Is the fee within budget? If not, does it require a budget transfer?

☑ Do the numbers all add up correctly?

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?

☑ Appendix D: are the deliverables sufficient to manage the scope of work?

☑ Appendix E: has the insurance requirement changed? Reviewed by legal counsel?

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

Agenda cover page

☑ Is the type of contract clearly defined? Basic or additional service? 

☑ Is the reason for the amendment clearly stated?

☑ Do the amendment amounts match the amended Appendix B?

☑ Are the project title and number included and correct?

Reviewed by: [Signature]
Vice President Al Harrison

Amendment Checklist 5/27/2008 2
AMENDMENT 3

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Transitions...managing change in the workplace, inc.

June 10, 2008

AMENDMENT 3 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions...managing change in the workplace, inc. (Consultant).

APPENDIX A

1. Additional Services for the following projects:
   Performing Arts Modernization Project (306A)
   Science Math Central Plant Increment No. 3 – Building Project (305A)
   Transportation Technology Complex Project (402A)
   Main Building Complex Project (417A)
   New Fine Arts Building Project (306C)
   Diamond PE Center Alterations Project (308B)

Project Specifications
Standards Development – Programming with Design Team / Program Managers / Faculty and Administrative Staff to determine needs and wants of non standard furnishing, fixtures and equipment (program specific) – Document evaluation results

Ongoing Planning
Confirmation of specific project needs – circle back with end-users as some months have passed – Specification Process
   • Field Measure
   • Base building input to AutoCAD
   • Space Planning
   • AutoCAD drawing with detailed layouts
   • Back check with architect for DSA requirements (seismic anchoring, etc.)
   • Specification of final plan for submittal to KI
   • Validation of specifications of final plan after receipt from KI
   • Installation drawings
   • Procurement processing
   • Order tracking

Receipt of Product
Installation management
   • Receipt and inspection of product
   • Supervision of installation
   • Supervision of recycling of packing materials
   • Testing, calibrations, documentation
   • Ergo, ADA support
   • Punch list management and closeout

2. Term of Agreement
Per the Term of Agreement, amended on July 24, 2007, the Original Long Form agreement and Amendment 1 shall be extended through June 30, 2009.

END OF AMENDMENT 3 TO APPENDIX A
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 June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions...managing change in the workplace, inc. (Consultant).

The following table is a list of activities to be performed by Architect, District and other parties with regard to work authorized under AMENDMENT 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>
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<tbody>
<tr>
<td>FF&amp;E Specifications – Performing Arts Modernization Project (306A)</td>
<td>1/1/2011</td>
</tr>
<tr>
<td>FF&amp;E Specifications – Science Math Central Plant Increment No. 3 – Building Project (305A)</td>
<td>3/1/2009</td>
</tr>
<tr>
<td>FF&amp;E Specifications – Transportation Technology Complex Project (402A)</td>
<td>7/1/2008</td>
</tr>
<tr>
<td>FF&amp;E Specifications – Main Building Complex Project (417A)</td>
<td>7/1/2008</td>
</tr>
<tr>
<td>FF&amp;E Specifications – New Fine Arts Building Project (306C)</td>
<td>1/15/2009</td>
</tr>
<tr>
<td>FF&amp;E Specifications – Diamond PE Center Alterations Project (308B)</td>
<td>9/1/2009</td>
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END OF AMENDMENT 3 TO APPENDIX C
AMENDMENT 3 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Transitions...managing change in the workplace, inc. (Consultant).

"No Changes"

END OF AMENDMENT 3 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated June 13, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT and Transitions...managing change in the workplace, inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

Transitions...managing change in the workplace, inc.
Principal

By ___________________________ Date ________________
__________________________________________________________
__________________________________________________________

5
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Science Math Central Plant Complex Project (305A)
         Fine Arts Building Project (306C)
         Performing Arts Modernization Project (305A)
         Initial Study – Project Specific Portion of Environmental Impact Report (EIR)
         Amy Skewes- Cox – Amendment 8
Reason for Board Consideration: ACTION APPROVAL

BACKGROUND:
Amy Skewes-Cox was selected as the District CEQA Consultant and a long form professional services agreement was approved by the Board of Trustees on August 31, 2005.

Separate Environmental Impact Reports ("EIR") for each of the two campuses (Kentfield and Indian Valley) were approved by the Board on November 7, 2007. The Indian Valley Campus EIR was a "Program Level" EIR and was completed previously. The Kentfield Campus EIR was a "Project Level" EIR, requiring that this consultant complete the "Initial Study" for three projects listed:

Science Math Central Plant Complex
Fine Arts Building
Performing Arts Modernization

Cost efficiency was gained by combining the three projects into one proposal and by requiring that the consultant complete the work for the three projects simultaneously.

The Board of Trustees is asked to approve Amendment 8 to Amy Skewes-Cox’s long form professional services agreement in the amount of $62,033 for three projects on the Kentfield Campus.

FISCAL IMPACT:
This amendment will be paid from bond funds. The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>District-wide environmental assessments</th>
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<tbody>
<tr>
<td>Amendment 1</td>
<td>Archeological monitoring; biological oversight of early projects; and &quot;Categorical Exemption&quot; work.</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>IVC Creek Erosion Mitigation Tasks; Wetlands Delineations; Archeological Site Surveys; and Architectural historian scoping tasks</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>Preparation tasks for campus EIRs including preparation of EIR Initial Studies</td>
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<tr>
<td>Amendment 4</td>
<td>Final EIR tasks and Report</td>
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<tr>
<td>Amendment 5</td>
<td>Contract time extension</td>
</tr>
<tr>
<td>Amendment 6</td>
<td>Deductive contract amendment for Civil Engineering support tasks</td>
</tr>
<tr>
<td>Amendment 7</td>
<td>Contract time extension</td>
</tr>
<tr>
<td>Amendment 8</td>
<td>Initial Studies for Science Math Central Plant (305A), Fine Arts Building (306C) &amp; Performing Arts Modernization (306A) for project specific EIR work</td>
</tr>
</tbody>
</table>

Total Contract Amount $680,469

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve Amendment 8 to Amy Skewes-Cox’s long form professional services agreement in the amount of $62,033 for EIR Initial Studies work for the Science Math Central Plant Project (305A), the Fine Arts Building Project (306C) and the Performing Arts Modernization Project (306A).

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: 10/10/08 Consultant: Amy Skevas-Cox

Project(s) (name and number): SMCP (305A), FA Bldg (304C), PA Mod (30614)

Type of contract (check all that apply):

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

___  Short form  ___  Long form

Original ____  or  Amendment # 8

Amount of this contract/amendment: $ 62,033

Total amount of contract to date including this amendment $ 680,469

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

___  Full agreement  ___  Changes to agreement  Reviewed: ___

___  Appendix A  ___  Changes to Appendix A  Reviewed: LS

___  Appendix B  ___  Changes to Appendix B  Reviewed: LS

___  Appendix C  ___  Changes to Appendix C  Reviewed: LS

___  Appendix D  ___  Changes to Appendix D  Reviewed: LS

___  Appendix E  ___  Changes to Appendix E  Reviewed: ___

___  Other backup materials?  Reviewed: ___

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

If not, why not?  No Change to legal language

Agenda cover page prepared by: EB  Reviewed by: LS

Submittal sign-off:
Program Manager: VS  Director: Yolanda

Amendment Checklist  5/27/2008  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement? Have they been reviewed by legal counsel? Yes No
☑ Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No
☑ Appendix B: is the fee appropriate to the scope of work? Yes No
☑ Is the fee within budget? If not, does it require a budget transfer? Yes No
☑ 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
☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

☑ Is the type of contract clearly defined? Basic or additional service? Yes No
☑ Is the reason for the amendment clearly stated? Yes No
☑ Do the amendment amounts match the amended Appendix B? Yes No
☑ Are the project title and number included and correct? Yes No

Reviewed by: [Signature]

Vice President Al Harrison
AMENDMENT 8

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

Amy Skewes-Cox

June 10, 2008

AMENDMENT 8 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 Amy Skewes-Cox (Consultant).

APPENDIX A

1. Additional Services

Science Math Central Plant Increment No. 3 – Building Project (305A)
New Fine Arts Building Project (306C)
Performing Arts Modernization Project (306A)

Project level Environmental Impact Report (EIR) Initial Study
- Project Initiation
- Administrative Draft IS/MND
- Public Draft IS
- Response to Comments / Final IS/MND
- Meetings & Hearings
- Project Management and PDF

END OF AMENDMENT 8 TO APPENDIX A
AMENDMENT 8 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Amy Skewes-Cox (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 8 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Study – Submit Administrative Draft - Science Math Central Plant Increment No 3-Building Project (305A) &amp; Fine &amp; Performing Arts Projects (306A &amp; 306C)</td>
<td>7/28/2008</td>
</tr>
<tr>
<td>Submit ScreencHECK Initial Study - Science Math Central Plant Increment No 3-Building Project (305A) &amp; Fine &amp; Performing Arts Projects (306A &amp; 306C)</td>
<td>8/25/2008</td>
</tr>
<tr>
<td>Finalize and Print Initial Study for Public Review - Science Math Central Plant Increment No 3-Building Project (305A) &amp; Fine &amp; Performing Arts Projects (306A &amp; 306C)</td>
<td>9/15/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 8 TO APPENDIX C
AMENDMENT 8 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 Amy Skewes-Cox (Consultant).

No Changes.

END OF AMENDMENT 8 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 8 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Amy Skewes-Cox.

MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________ Date ________________

Al Harrison
Vice President College Operations

Amy Skewes-Cox

By ________________________________ Date ________________

_______________________________ Its ________________
BACKGROUND:
On June 12, 2007, the Board of Trustees convened a study session to study the merits of a Project Stabilization Agreement for its modernization program (Board Item & File No. C.13.B.4.a).

Swinerton Project Management & Consulting presented their fact-finding study on Project Stabilization Agreements (PSAs) in the Bay Area and Northern California. The Swinerton study explained PSAs in terms of stated District goals and indicates that several of the “Bay 10” community colleges have entered into Project Labor Agreements (PLAs) or PSAs for their bond programs. The Board asked Swinerton Management several questions regarding their study and received public comments.

Based on the Board’s support of local labor, the Swinerton study and extensive discussions with various constituents, the Board authorized the District to negotiate a Project Stabilization Agreement to cover the Science/Math/Central Plant project at the Kentfield Campus, and the Main Building project at the Indian Valley Campus. The final agreement would then be brought to the Board for ratification at a future date.

Upon Board authorization, the District initiated negotiations with the Marin County Building & Construction Trades Council on a possible PSA. Representing the District at the negotiations were: V-Anne Chernock, Director of Modernization, Jeff Gee, Swinerton Management & Consulting (SMC), and Mike Vlaming, Scarth-Lyons & Associates (SMC’s expert on labor management). In addition, Phil Henderson of Miller Brown & Dannis provided legal review and counsel to the District.

The Project Stabilization Agreement that has been negotiated is consistent with the direction and authorization provided by the Board at its June 12, 2007 meeting. Key elements include:

- **Scope:** The scope and extent of the PSA are consistent with the Board’s direction. The PSA includes the Science/Math/Central Plant project on the Kentfield Campus, and the Main Building project on the Indian Valley Campus (Exhibit B).

- **Referral:** The PSA includes the “Helmet to Hardhats” initiative, which focuses on facilitating entry into construction trades by veterans (Article 13.6). In addition, the academic partnership between the construction trades and the District is reinforced through the shared efforts of increasing student awareness to construction careers, including a focus on green/sustainable construction practices and technology (Article 13.7).

- **Apprentices:** The PSA provides advocacy for the utilization of COM students and graduates (Article 15.2). In addition, the PSA provides for the establishment of a subcommittee (consisting of labor...
representatives and District staff) to establish appropriate criteria and procedures for recognition by the Joint Apprenticeship Committees of the education and work experience possessed by students and/or graduates of the College of Marin toward qualifying for advanced levels in the apprenticeship programs under the direction of such Joint Apprenticeship Committees. Further, the sub-committee is to work to expand construction training courses, programs, pre-apprenticeship, and Joint Apprenticeship programs for College of Marin-related individuals and for residents of Marin County, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions.

- **Construction Awareness Day:** Furthering the District’s goals of increasing awareness of careers in the construction industry, the parties agree to hold a “Construction Awareness Day” (one day for each project) at each project covered by the PSA. The focus of this initiative is to enable students, graduates and residents of Marin County the opportunity to increase their awareness of potential vocational and career opportunities in construction (Memorandum of Understanding, page 33).

- **During the final review of the negotiated Project Stabilization Agreement,** the negotiating Team acknowledges that the Sheet Metal Workers Local 104 Side Letter regarding prefabrication was not needed. Further, it is acknowledged that Teamsters Local 624 has jurisdiction in Marin County, and that if Teamsters Local 624 (instead of Teamsters Local 70) signs the Project Stabilization Agreement, then all Teamsters Locals are bound by the agreement.

The PSA has been signed by all craft unions that will be involved with the covered projects. In addition, the PSA is consistent with the Fact-Finding report presented to the Board at its June 12, 2007 Board meeting.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

The Superintendent/ President recommends that the Board of Trustees review the Project Stabilization Agreement (PSA) for the Marin Community College District.
PROJECT STABILIZATION AGREEMENT

for the

MARIN COMMUNITY COLLEGE DISTRICT

PREAMBLE

This Agreement is made and entered into on this date June 10, 2008, by and between the Marin Community College District ("District") together with contractors and/or subcontractors, including construction building material delivery truckers, trucking companies and trucking brokers, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Exhibit A), ("Contractor(s)"), the Marin County Building and Construction Trades Council and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved, ("Union(s)").

Recitals

WHEREAS, the large, complex, multi-craft, and long-term Projects described in this Agreement have been designated by the District as ones in which a Project Stabilization Agreement Requirement applies; and

WHEREAS, the Contractors will be engaged in construction of the Project; and

WHEREAS, a skilled labor pool represented by Building Trades Unions will be required to complete the work involved; and

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the District desires to provide an increased awareness of construction training and employment opportunities for students of and residents within the District through apprentice and pre-apprentice programs; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement;
NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

**ARTICLE 1**

**PURPOSE**

1.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftsmen and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and District satisfaction.

1.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

1.3 The parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project.

**ARTICLE 2**

**SCOPE OF AGREEMENT**

2.1 This Agreement shall apply to those complex, long term, multi-craft construction Projects designated by the District and identified in Exhibit B ("Project(s)") which is attached to this Agreement and incorporated herein by reference. Additional Projects may be added to the Scope of this Agreement by mutual agreement of the parties.

2.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.
2.3 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.4 After installation by the Contractor(s) and upon the issuance of Substantial Completion, Final Completion or Formal Acceptance of a portion of the project or a building system by the District, it is understood the District reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with persons of the District's choice. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

2.5 It is recognized by the parties to this Agreement that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.

2.6 It is expressly agreed and understood by the parties hereto that the District shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on Project sites not covered by this Agreement.

2.7 The working conditions and hours of employment herein provided have been negotiated between the parties signatory to this Agreement.

2.8 It is expressly agreed and understood by the parties hereto that the District shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.

2.9 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:

2.9.1 The operation of equipment and machinery owned or controlled by the District and not directly related to the construction project;

2.9.2 All employees of any Contractor, design team or any other consultant of the District not performing construction craft labor within the scope of this Agreement;
2.9.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors, and/or by the District or its contractors (for work which is not part of the scope of this Agreement);

2.9.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.9.5 Non-construction support services contracted by the District or any Contractor in connection with this Project; and

2.9.6 All work by employees of the District.

2.10 The local trade council shall assist the owner in soliciting interested parties in bidding on the project(s) and in encouraging and soliciting subcontractors in bidding to interested general contractors.

ARTICLE 3

SUBCONTRACTS

3.1 Each Contractor(s), which includes all subcontractors of any tier performing work on the Project, agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement to be Bound attached to this Agreement as Exhibit “A”. All Contractor(s) working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.

3.2 A Contractor includes any person, firm or corporation, including construction building material delivery truckers, trucking companies and trucking brokers, who agrees under contract with another Contractor of any tier, to perform on the Project any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.

3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris (other than that contained in debris boxes) and excess fill and/or mud shall be covered by the terms and conditions of this Agreement.
3.4 Each Contractor(s) with a contract directly with the District has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor(s)' subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor(s) elect to subcontract, that Contractor(s) shall continue to have such primary obligation.

3.5 Each Contractor(s), which includes all subcontractors of any tier performing work on the Project, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

3.6 Signatory Contractors:

3.6.1 (A) With regard to any Contractor that is independently signed to any Schedule A Master Labor Agreement ("MLA"), this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection (B) of this Article. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence of subcontracting obligations and restrictions that exist between craft unions and their respective signatory contractors under a MLA, except as specifically set forth in subsection (B) of this Article.

(B) If a craft union ("aggrieved union") believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union’s successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (A) of this Article, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection (A) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the former shall be null and void ab initio.
ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.

4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.

4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

5.1.1 Withholding of employees for failure of a Contractor(s) to make trust fund contributions as required in accordance with Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

Should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are
satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the Contractor, the Coordinator and/or the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the Contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the Contractor agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the Contractor further agrees that the District may issue joint checks to the Contractor and the Trust Fund(s) until the delinquency is satisfied.

5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor on said contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the Union and employers agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor’s option, the Contractor may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the new or modified Master Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective date which is applicable to employees employed on a project within seven (7) days after notification by the Union.

5.2 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons
in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the District's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.

5.3 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.

5.4 Upon written facsimile or electronic mail notice of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

5.5 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.5.1 The party invoking this procedure shall immediately notify Gerald McKay who the parties agree shall be the permanent Arbitrator under this procedure. William Riker shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

5.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

5.5.3 The Arbitrator shall notify the parties by facsimile, electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.5.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

5.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

5.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractor(s).

5.5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.
ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

6.1 Notwithstanding any provision in this Agreement to the contrary, the following language is specifically agreed to for the resolution of any Jurisdictional Disputes which may arise during the construction which is specifically covered by this Agreement. This agreement regarding resolution of jurisdictional disputes shall apply only to such disputes arising on this Project.

6.2 The contractor shall assign work on the basis of traditional craft jurisdictional lines. It is agreed that the craft assignment of work to a respective craft shall be the determining factor for proper wage payment as required under Article 16 of this Agreement.

6.3 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions. Individuals violating this section shall be subject to immediate discharge.

6.4 When conflicting claims for work on the Project are submitted to an Employer, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building & Construction Trades Department, or by the Mechanical Allied Crafts (MAC) Jurisdictional Dispute Resolution Procedure, or by the Northern California Basic Crafts Construction Alliance (NCBCA) Jurisdictional Dispute Resolution Procedure. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building & Construction Trades Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more Unions affiliated with the NCBCA, such dispute shall be resolved under the NCBCA Procedure.

6.5. Notwithstanding any procedure agreed to by the General Presidents of the affected unions, in the event a jurisdictional dispute arises between two or more Unions that are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as specifically set forth in Section 6.6.

6.6 In the event a jurisdictional dispute arises, either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:
The dispute shall be submitted to expedited arbitration before an Arbitrator serving on the Panel of Permanent Arbitrators.

The Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Robert Hirsch, Thomas Angelo, and Barry Winograd. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Such striking shall take place within three (3) days. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. If a party does not make itself available for striking within three (3) days, the other party can select the Arbitrator. The Arbitrator shall render his decision within three (3) days of the hearing.

In rendering his decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record that was unabrogated as of January 1, 2007, or applicable agreement, including a disclaimer agreement, between the National or International Unions or Locals to the dispute, that was in effect at the time the dispute arose, governs;

2. If the Arbitrator cannot resolve the matter based on No. 1 then if the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute, prior to the hearing, that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, the Arbitrator shall rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job as a prevailing practice, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

3. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

4. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good
management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

5. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator’s decision shall only apply to the job in dispute.

6. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

7. The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

8. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

6.7. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

6.8. The Arbitrator shall have no authority to undertake any action to enforce his decision after a hearing beyond informing the affected parties of his decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.
ARTICLE 7

COORDINATOR

7.1 Michael J. Vlaming, as the Coordinator, is responsible for the administration and application of this Agreement.

7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

8.1 The parties to this Agreement will form a Joint Labor-Management Committee consisting of equal numbers of representatives selected by the Council and the Coordinator, to be chaired jointly by a representative of each. The Committee may form sub-committees to consider and advise the full Committee with regard to any issues affecting this Agreement and the Project. A joint Labor/Management meeting will be held on a regular basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These regular meetings will also include discussion of the scheduling and productivity on work performed on the Project.

8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held at the offices of Carpenters Union, Local No. 35, 647 Lindero Street, San Rafael, California. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract.

8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.2 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have seven (7) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.
8.4 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

9.1.1 Plan, direct and control the operation of all the work.

9.1.2 Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Collective Bargaining Agreement shall be recognized.

9.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.

9.1.4 Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

9.1.5 Discharge, suspend or discipline employees under the applicable craft agreement.

9.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with the applicable local collective bargaining agreement.

9.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 21).

9.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
ARTICLE 10

WORK RULES

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).

10.4 Slowdowns, standby crews and featherbedding practices will not be tolerated.

10.5 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District or others who are not covered by this Agreement including, but not limited to, maintenance and operations.

10.6 Contractors shall provide rest periods in accordance with Industrial Welfare Commission Order No. 16-2001 regulating wages, hours and working conditions for certain on-site occupations in the construction, drilling, logging and mining industries. Any dispute regarding rest and meal periods this section shall be resolved exclusively under the provisions of Article 11 of this Agreement.

10.7 All foremen will remain with their crews and supervise such crews in the performance of their duties.

10.8 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.

10.9 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.
ARTICLE 11

GRIEVANCE PROCEDURE

11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike/No-Lockout procedure shall be governed by the following grievance and arbitration procedures.

11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Contractors(s)' first knowledge of the grievance.

11.3 Grievances shall be settled according to the following Steps:

Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution.

Step 3: In the event the matter remains unresolved in Step 2, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 4: The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: Thomas Angelo, Gerald McKay, William Riker, Robert Hirsch and Jeri Lou Cossack. The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the affected Union(s) and the affected Contractor(s). The Arbitrator's decision shall be confined to the
question(s) posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to, or subtract from, any provisions of this Agreement.

11.4 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

11.5 Where an issue is addressed in this Agreement and the local collective bargaining agreement, this Agreement shall prevail. Where an issue is addressed in the local collective bargaining agreement and not in this Agreement, the local collective bargaining agreement shall control.

11.6 Grievances between a Union and a Union-signatory contractor involving interpretation or application of the applicable local collective bargaining agreement shall be governed by the grievance procedures contained in such local collective bargaining agreement.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

12.2 No employee covered by this Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of referral shall maintain that membership while employed on a Project subject to this Agreement. All employees shall comply with the Union Security provision of the applicable craft local collective bargaining agreement for the period during which they are performing Project construction work on the property of the District, except as modified by this Agreement. The Contractor(s) agree to deduct initiation fees, Union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the applicable Union or Council.

12.3 Authorized representatives of the Unions shall have access to the site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.

12.4 A Steward shall be a working journeyman appointed in writing by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties
as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.

12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.

12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13

REFERRAL PROCESS

13.1 The Union(s) shall be the sole source of all craft labor employed on the Project. However, in the event that a Contractor(s) has its own core workforce, the Contractor may request by name, and the Union shall honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications ("Core Employees"): (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;

(2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior two (2) years;

(3) were on the Contractor’s active payroll for at least sixty (60) calendar days prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

13.2 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor’s Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor’s crew requirements are met or until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor’s work the ratio shall be maintained and when the Contractor’s workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors
13.3 All contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.

13.4 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source (“Alternative Employees”). Upon hiring employees from an alternative source pursuant to this section, the Contractor shall immediately notify the appropriate Local Union of the name and address of the alternative source employee hired, which employee shall be bound by the provisions of this Article.

13.5 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents within the District to meet the needs of the Project and the requirements of the industry generally.

13.6 Helmets to Hardhats. The Parties recognize the Council’s participation in the “Helmets-to-Hardhats” Program and the District’s desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran’s Employment (“Center”) and the orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.
13.7 The Unions and Contractors recognize the District’s desire to provide an increased awareness of construction training and employment opportunities for students of and residents within the District. The Unions and Contractors shall support the development of instructional/educational partnerships and/or programs at District sites and/or within the District, including a focus on green/sustainable construction practices and technology.

ARTICLE 14

NON-DISCRIMINATION

14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law. The parties to this agreement understand and agree that nothing in this agreement shall supersede or take precedence over any board policy or requirement including, but not limited to, the construction contract and general conditions for the project.

ARTICLE 15

APPRENTICES

15.1 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the local workforce within the community served by the College of Marin, and to recruit and encourage the participation of College of Marin students and graduates and residents of the County of Marin in the construction industry. To these ends, the parties will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will facilitate and encourage College of Marin students and graduates and residents of Marin County to commence and progress in such apprenticeship programs.

15.2 Each contractor or subcontractor performing work covered by this Agreement shall employ on its regular workforce at least one (1) eligible College of Marin student or graduate who is enrolled and participating in an approved construction training course, program, pre-apprenticeship and/or Joint Apprenticeship Program serving the local residence area as soon as such contractor or subcontractor has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. Such Apprenticeship Program must have been approved by the State of California,
Division of Apprenticeship Standards and shall have graduated at least an average of ten (10) apprentices annually for at least the past five (5) years. This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards, has approved an Apprenticeship Program. A properly indentured apprentice must be employed under the regulations of the craft or trade at which he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered. If an apprentice is not available for referral to a Contractor when such Contractor is required to employ an apprentice pursuant to this subsection, the Contractor shall maintain an open request for such referral as long as its obligations to employ the apprentice exists. The requirement of this subsection does not relieve the Contractor and signatory Unions of the obligations contained in the remainder of this Article.

15.3 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage permitted by the Schedule A or applicable Joint Apprenticeship Committee. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provision(s) of the Labor Code relating to utilization of apprentices. To encourage the training and utilization of apprentices, the College District shall encourage all contractors to employ apprentices when work is available for which they are qualified.

15.4 In recognition of the College of Marin’s desire to have District-trained students employed on its Project(s), a subcommittee of the Labor Management Committee established pursuant to Article 8 shall be established, jointly chaired by a designee of the District and a designee of the Council, to work with representatives of each signatory craft’s apprenticeship committee and of the College of Marin to establish appropriate criteria and procedures for recognition by the Joint Apprenticeship Committees of the education and work experience possessed by students and/or graduates of the College of Marin toward qualifying for advanced levels in the apprenticeship programs under the direction of such Joint Apprenticeship Committees. Further, the sub-committee shall work to expand construction training courses, programs, pre-apprenticeship, and Joint Apprenticeship programs for College of Marin-related individuals and for residents of Marin County, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions.

15.5 The signatory Unions recognize the importance to the College of Marin Board of Trustees of providing College of Marin students and graduates with the opportunity to participate both in the Signatory Union’s Apprenticeship Programs and the opportunity to work on the Project(s) under this Agreement, and will cooperate fully in encouraging the establishment of such recognition by the Joint Apprenticeship Committees in which they participate. The subcommittee shall meet as necessary, at the call of the Joint Chairs, to expeditiously facilitate the goals detailed above as soon as this Agreement becomes effective.
15.6 The College District Representative or designee shall prepare quarterly reports on apprentice utilization and the training and employment of College of Marin students and graduates, and local residents for the Board of Trustees' review. The sub-committee may review such reports and make any recommendation for improvement, if necessary, including increasing the availability of skilled Trades, and the employment of local residents, at-risk or disadvantaged individuals or other individuals who should be assisted with appropriate training for qualification for entry into apprenticeship programs.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local collective bargaining agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable local collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.

16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.
16.6 Wage rates, fringe benefits or working conditions negotiated in local collective bargaining agreements which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

17.1 The hours of work, establishment of overtime and the establishment of shifts and shift pay shall be governed by the applicable local collective bargaining agreement for each craft. It is understood that the District may, at its discretion, establish a uniform starting time and/or ending time that will be specified in the bid announcement for each contract. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

17.2 To the extent permitted by the applicable provisions of the California Labor Code, and the Master Agreement, the Contractor(s), with one week notice to the Union(s), may establish a four (4) day per week, ten (10) hour per day work shift. The regular work week shall be from Monday through Thursday.

ARTICLE 18

HOLIDAYS

18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

ARTICLE 19

REPORTING PAY

19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid in accordance with the applicable local collective bargaining agreement.
19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.

19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

19.2 It will not be a violation of this Agreement when the District or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the District or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 20

TRAVEL, SUBSISTENCE and ZONE PAY

20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

ARTICLE 21

HEALTH AND SAFETY

21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s).

21.3 The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable craft local collective bargaining agreement(s). The Contractor(s) and Union(s) understand that the District facilities are smoke free sites.
ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).

22.2 All employees will comply with the reasonable security procedures established and published by the Contractor(s) and the District.

22.3 Theft and/or loss of the District's tools and equipment is a major concern on the Project. The District's Security Regulations will be strictly enforced.

22.4 Violations or failure to comply with the District's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

ARTICLE 23

CALL-INS

23.1 Call-ins will be governed by the applicable craft local collective bargaining agreement.

ARTICLE 24

MISCELLANEOUS PROVISIONS

24.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

24.2 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

24.3 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board.
ARTICLE 25

ENTIRE AGREEMENT

25.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the working rules, by-laws, constitution and other similar documents of the Unions or other Collective Bargaining Agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.

25.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the District.

ARTICLE 26

GENERAL SAVINGS CLAUSE

26.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.
ARTICLE 27

DURATION OF AGREEMENT

27.1 This Agreement shall become effective on the day the District Board ratifies this Agreement and shall continue in full force and effect until Notice of Completion is issued on Projects identified in Exhibit B. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

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EXHIBIT A

PROJECT STABILIZATION AGREEMENT

for the

MARIN COMMUNITY COLLEGE DISTRICT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the 
Project, (hereinafter PROJECT), for and in consideration of the award 
to it of a contract to perform work on said PROJECT, and in further consideration of the mutual 
promises made in the "Project Stabilization for the Marin Community College District" 
(hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, 
    together with any and all amendments and supplements now existing or which are later 
    made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements 
    as set forth in Article 16 of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint 
    trustees and successor trustees to administer the trust funds and hereby ratifies and 
    accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and 
    complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which 
    is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound 
    in form identical to this document.

Dated: ____________________________

(Name of Contractor)

(Name of Prime Contractor or Higher 
Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Phone) (Fax)
EXHIBIT B

To the

PROJECT STABILIZATION AGREEMENT

For the

MARIN COMMUNITY COLLEGE DISTRICT

PROJECT LIST

This Project Stabilization Agreement shall apply to the following construction projects:

1. **Science/Math/Central Plant Building (Kentfield Campus)**
   
   Projected Bid Date: Q2 2009
   
   Projected Construction Dates: Q3 2009-Q4 2010

2. **Main Building (Indian Valley Campus)**
   
   Projected Bid Date: Q2 2008
   
   Projected Construction Dates: Q3 2008-Q4 2009
SIGNATURES

Marin Community College District

Al J. Harrison,
Vice President of College Operations

Marin County Building
& Construction Trades Council

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Bricklayers & Allied Craftsmen, Local #3

Boilermakers, Local #549

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local #9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #64624
SIGNATURES

Marin Community College District

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James B. Scott, Secretary-Treasurer

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Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

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Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers & Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional Council (on behalf of Carpenters, Local #35; Lathers, Local # 9109; Millwrights, Local #102; Pile Drivers, Local #34)

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**SIGNATURES**

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James B. Scott,  
Secretary-Treasurer

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Iron Workers Local #377

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Marin Community College District  
Project Stabilization Agreement  
Page 30 of 35
SIGNATURES

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Marin County Building
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James B. Scott,
Secretary-Treasurer

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Workers, Local #16

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Operating Engineers, Local #3

Roofers and Waterproofers, Local #81

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Marin Community College District

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<th>Marin County Building &amp; Construction Trades Council</th>
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<td>James B. Scott, Secretary-Treasurer</td>
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**Al J. Harrison,**  
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<td>Construction &amp; General Teamsters Union, Local #614</td>
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Marin Community College District
Project Stabilization Agreement
Page 30 of 35
SIGNATURES

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Construction & General Teamsters Union, Local #614
Northern California District Council of Laborers (On behalf of Hod Carriers, Local #166, Laborers Local #291)

Painters & Allied Trades, District Council 36 (on behalf of Sign Display, Local #510)

District Council No.16, Northern California & Northern Nevada International Union of Painters & Allied Trades

District Council of Plasters & Cement Masons of Northern California
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District Council of Plasters & Cement Masons of Northern California
MEMORANDUM OF UNDERSTANDING
MARIN COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION AGREEMENT

Notwithstanding any provision to the contrary in the Marin Project Stabilization Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Stabilization Agreement will apply to such work.

MARIN COMMUNITY COLLEGE DISTRICT

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

Al J. Harrison, Vice President of College Operations

Date ______________________

Date 3/21/08

Marin Community College District
Project Stabilization Agreement
Page 32 of 35
MEMORANDUM OF UNDERSTANDING
MARIN COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION AGREEMENT

The parties to this Agreement agree to establish a committee to develop a Construction Career Pathway Partnership ("Partnership") to identify educational and employment opportunities for District students in the construction industry. The committee shall include representatives of the District, Unions and Contractors signatory to this Agreement. Further, as part of this Partnership, the parties agree to mutually support and participate in a one day "Construction Awareness Day" event on each Project identified in Exhibit B at a time in which there is active construction on the Project with the purpose of increasing the awareness for students and residents of the District regarding potential careers in the construction industry. Craft workers will be compensated for the time necessary to sufficiently clean the work site to accommodate each one day event. Those craft workers involved in the skill demonstrations during each one day event will participate on a voluntary basis.

MARIN COMMUNITY COLLEGE DISTRICT

Al J. Harrison, Vice President of College Operations

Date ____________________

MARIN COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

Date 5-19-08
Letter of Understanding re: Prefabrication

Mr. Larry Mazzola, Business Manager
United Association, Local 38

Re:  College of Marin Project Labor Agreement
     Article 2, Section 2.3, Choice of Materials, and
     Article 9, Management Rights: Prefabrication

Dear Mr. Mazzola:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Articles 2, Section 2.3 and Article 9, of the Agreement for work performed in the geographical jurisdiction of Local 38. Consistent with the provisions of those Articles, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized as such.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of U.A. members is to be done off-site, this work will be performed in the Bay Area at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in this area under the prevailing wage laws for employees represented by the United Association.

The United Association recognizes that the timely completion of this Project is vital to the College District and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication outside the jurisdiction of Local 38 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The Marin Community College District or designated representative and Local 38 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. Local 38 will not unreasonably withhold its consent to such accommodations and Local 38 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 2, Section 2.3 and Article 9, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,

Al J. Harrison, Vice President of College Operations
Marin Community College District

Agreed and accepted this day of 4-30 2008.
United Association Local 38

By: Larry Mazzola, Business Manager

Marin Community College District
Project Stabilization Agreement
Page 34 of 35
Marin Community College District
Measure C Bond Modernization Program

Modernization Director's Report to Board of Trustees
June 10, 2008
B.13.A

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves: $17,789,000
- Expended to date: $33.3 million (12.6% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $23.7 million
  - Construction $ 4.1 million

- Summary of modernization items in this agenda:

  Consent:
  Ten (10) no-cost time extensions
  Five (5) consultant amendments each < $30,000

  Action:
  One (1) approval of Project Stabilization Agreement
  Two (2) annual contract renewals
  One (1) new construction contract ratification
  Two (2) construction contract change orders
  Five (5) short form construction contracts each < $15,000
  Two (2) consultant amendments each > $30,000

- Net value of contracts / changes / amendments in this agenda: $1,676,854

MAJOR BUILDING PROJECTS - BOARD UPDATE/ACTION SCHEDULE

1. KTD PE Complex Approve Change Order #2 this meeting
2. IVC Main Building Groundbreaking ceremony July 22
3. IVC TransTech Complex Groundbreaking ceremony July 22
4. KTD Fine Arts Building Final design review TBD
5. KTD Science/Math/Central Plant Final design review TBD
6. KTD Performing Arts Building Design development update TBD
7. KTD Gateway Complex Pending State funding TBD

CURRENT CONSTRUCTION (major projects are listed in bold)

- KTD PE Complex: Change Order #2 submitted this meeting
- KTD, IVC Geothermal Fields: Some delays, recovery underway
Marin Community College District  
Measure C Bond Modernization Program

- IVC 12kV Utility Extension: No issues
- KTD Austin Science Roof Repair: In final stages; Change Order #4 submitted this meeting

FUTURE CONSTRUCTION (major projects are listed in bold)

2008:
- IVC Greenhouse/TransTech temp: Construction contract ratification submitted this meeting
- KTD PE portable showers: Construction contracts approval submitted this meeting
- KTD PE Photovoltaics: Approved: Summer 2008 (DSA pending June)
- KTD SMCP Utility Project: Approved: Summer 2008 (DSA pending June)
- IVC creek erosion mitigation: Approved: Summer 2008 (permits pending)
- IVC Parking Lot & Bioswale: Approved: to be combined with Main Building Complex
- **IVC Main Building Complex:** Approved: Summer 2008 – Fall 2009 (DSA pending July)
- **IVC Trans. Tech. Complex:** Approved: Summer 2008 – Summer 2009 (DSA pending July)
- KTD West Bridge: Approved: Fall 2008 (DSA pending)

Beyond:
- KTD Demo (Dickson, D/L, DSPS): Spring - Summer 2009
- **KTD Fine Arts Building:** Spring 2009 – Fall 2010
- **KTD Science/Math/CP:** Late Spring 2009 – Early 2011
- **KTD Performing Arts Building:** Fall 2010 – Spring 2012
- **KTD Gateway Complex:** Summer 2011 – Winter 2013

OTHER OPEN INITIATIVES
- Project Stabilization Agreement: Final PSA submitted this meeting
- Furniture, fixtures, equipment: Proceeding
- Swing space/relocation: Proceeding
Notes:

1A) Scope revisions (increased SF for more efficient class room use and added cost for wet labs) increased project costs and expanded construction schedule by approximately 3 months.

1B) A delay occurred during change in Architectural firms for approximately 3 months.

2A) Reallocation of sitework from Performing Arts to Fine Arts (Site Utilities, landscape was previously split 50/50 now 75/25)

2B) Due to scope revisions after programming and before the start of Conceptual Design, the project was delayed 4 months in design.

3A) Scope revised from minor modernization to reconfiguration of one area of the building and the addition of the front lobby and dance studio.

3B) Due to scope revisions after programming and before the start of Conceptual Design, the project was delayed 4 months in design.

4A) Construction schedule expanded by approximately 3 months due to increased knowledge of required work.

4B) Only accounts for the main building structure are included in this cost. The cost DOES NOT include subprojects.

4C) The 91% is based on the amount spent of the Preconstruction budget. We are now in the construction budget and, therefore, expect little additional expenses for preconstruction.

5A) Correction to top codes required increase in total SF, leading to increased budget and expanded construction schedule.

5B) Only accounts for the main building structure are included in this cost. The cost DOES NOT include subprojects.

5C) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

6A) Minor revisions to sitework allocation.

6B) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

7A) Partial project scope reallocated to Science/Math/Central Plant building and to the Fine Arts Building.

7B) Revised budget cost DOES NOT INCLUDE additional state funding.

7C) Original project scope was two simple two story structures, current design is three stories and includes a breeze way and extensive sitework. This revision required an extension for design time as well as construction time.

8A) Project funds reallocated to other projects.

9A) Project funds reallocated to other projects.
### A. Alfa Tech Cambridge Group (Geothermal / PV @ PE / Sitework)

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<th>Document</th>
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<td>Commencement</td>
<td>9/6/2005</td>
<td>Contract</td>
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<td>Final Assessment Report</td>
<td>1/20/2006</td>
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<td>Draft Design Guidelines</td>
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<td>Perform Photometric study</td>
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<td>Short list the three most appropriate technologies</td>
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<td>Provide a life cycle cost analysis of each system</td>
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<td>List qualifying rebate and incentive programs</td>
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<td>Publish the completed study and distribute</td>
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<td>Develop written District-wide security standards</td>
<td>3/15/2007</td>
<td>Amendment 5</td>
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<td>Perform test boros at KTD and IVC campuses</td>
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<td>Provide assistance to District for Bid Phase</td>
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<td>Amendment 7</td>
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<td>Develop specs for replacement boiler at IVC</td>
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<td>Update existing Technology Infrastructure Plan</td>
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Note: Items highlighted in yellow are milestones that occurred from April 15, 2008 through May 15, 2008.
### B. Amy Skewes-Cox (EIR)

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

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Note: Items highlighted in yellow are milestones that occurred from April 15, 2008 through May 15, 2008.
D. Degenkolb Engineers (District Structural Engineers)

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E. ED2 International (Science / Math / Central Plant)

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F. Fugro West, Inc. (District Soils Engineer)

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G. HKIT (Hardison, Komatsu, Ivelich & Tucker) (Transportation Technology Center)

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### Measure C Bond Program - Milestones Report

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

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### I. Kwan Hemni (PE Complex)

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Note: Items highlighted in yellow are milestones that occurred from April 15, 2008 through May 15, 2008.
## J. Marcy Wong and Donn Logan (FA / PA buildings)

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**Fine Arts**

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## K. Ninio & Moore (District Environmental Consultant)

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Note:Items highlighted in yellow are milestones that occurred from April 15, 2008 through May 15, 2008.
### Final Master Specifications
- Remediaition action plans - Identified Haz. Mat./Conditions: TBD with each task
- Drawings & Specs for hazard materials abatement for PE: 10/1/2007
- Air monitoring/oversight during abatement activities for PE: Run concurrent with abatement
- Drawings & Specs for abatement on Perno 4 Roof Replacement: 9/14/2007
- Deduct for parts of tasks 2 & 3 of Amend No. 2: Not applicable
- Final draft to close out contract-Diamond PE-3088: Not applicable
- Rinse water release research-Austin Sci Center-650E: Not applicable

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

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### M. Steinberg Architects (District Architect)

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**Note:** Items highlighted in yellow are milestones that occurred from April 15, 2008 through May 15, 2008.
### Draft Exterior Building Standards
1/20/2006
- Contract

### Final District Standards
2/17/2006
- Contract

### Draft Master Specifications
2/17/2006
- Contract

### Final Master Specifications
3/6/2006
- Contract

### Draft Master Program
11/30/2005
- Contract

### Final Master Program
2/10/2006
- Contract

### Draft Master Plan
1/20/2005
- Contract

### Final Master Plan
2/24/2005
- Contract

### Implementation Plan
3/31/2006
- Contract

### Project programming services - Fine Arts Complex
- Amendment 1

### Project programming services - Diamond PE Complex
- Amendment 1

### Additional Campus Assessment Services
3/31/2006
- Amendment 2

### Additional Master Programming services
4/28/2006
- Amendment 2

### Consultant to provide additional Master Planning services
7/18/2006
- Amendment 2

### Consultant to provide additional services to present 3 Master Plan concepts to BOT and to facilitate additional
- Master Planning Charrettes in conjunction with the Center for Regenerative Design
4/5/06
- 4/7/06
- 4/25/06
- 5/9/06
- Amendment 2

### Additional services to produce District Standards
6/30/2005
- Amendment 2

### Final Deliverable for Implementation Plan
8/29/2006
- Amendment 2

### Support SMC in development of PDD
12/31/2006
- Amendment 3

### Attend and participate in Planning and Design meetings
12/31/2006
- Amendment 3

### Development of “Project Verification Forms”
12/31/2006
- Amendment 3

### Consultant to augment Master Plan Design Guidelines
- Meeting 1: 9/15/06
- Meeting 2: 9/29/06
- Deliverable: 10/16/06
- Amendment 3

### Adjustments to implementation plan in support of State Standards and funding opportunities through 8/8/06
8/7/06
- 8/8/06
- Amendment 3

### Project Kick-off, Goal Setting, Programming, District Meeting and Stakeholder/User Meetings
4/207-5/14/07
- Amendment 4

### Conceptual Design and Design Documents
4/5/07-5/28/07
- Amendment 4

### Outline Specifications
5/21/07-5/28/07
- Amendment 4

### FFP Cost Estimate
5/21/07-5/28/07
- Amendment 4

### Administrative Draft
5/14/07
- Amendment 4

### Final FFP
5/28/2007
- Amendment 4

### Project Kick-off, Goal Setting
Week 1/23/07-7/12/07
- Amendment 5

### Program Review/Space Needs
Week 7/3/07-5/10/07
- Amendment 5

### Conceptual Design
Week 8/13/07-9/31/07
- Amendment 5

### Final Report/Conceptual Design
Week 9/3/07-9/7/07
- Amendment 5

### N. Transitions (FF & E Consultant)

<table>
<thead>
<tr>
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<th>Milestone Date</th>
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<tr>
<td>Commencement</td>
<td>11/15/2005</td>
<td>Contract</td>
<td>X</td>
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<tr>
<td>Inventory Database Issued</td>
<td>3/30/2006</td>
<td>Contract</td>
<td>X</td>
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<tr>
<td>Disposition Strategy: Disposal Plan - Phase 1</td>
<td>3/24/2006-8/30/06</td>
<td>Contract</td>
<td>X</td>
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<td>Finishes &amp; Palettes Standards</td>
<td>11/30/2006</td>
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<td>Vendor Bidding Process</td>
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<td>Initial phase of FF&amp;E disposal coordination services</td>
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### O. VBN Architects (IVC Main Building)

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<td>Programming Phase</td>
<td>3/16/2007</td>
<td>Contract</td>
<td>X</td>
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<tr>
<td>Design Development Phase - end</td>
<td>8/13/2007</td>
<td>Contract</td>
<td>X</td>
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<tr>
<td>Submit 50% Construction Documents</td>
<td>10/15/2007</td>
<td>Contract</td>
<td>X</td>
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<tr>
<td>DSA Submittal (95% CD's)</td>
<td>Original: 11/5/2007 Revised: 12/19/07</td>
<td>Contract</td>
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Note: Items highlighted in yellow are milestones that occurred from April 15, 2008 through May 15, 2008.
### Construction Document Phase - end

<table>
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<tr>
<th>Milestone Description</th>
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<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>1/29/2008</td>
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<td>Bidding Phase</td>
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<tr>
<td>Construction Phase</td>
<td>4/4/08-12/1/08</td>
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<td></td>
</tr>
<tr>
<td>Operation/Project Close-out Phase</td>
<td>12/1/08-5/31/10</td>
<td></td>
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</tr>
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<td>Additional Project Programming for IVC Main Bldg</td>
<td>3/16/2007</td>
<td>Amendment 1</td>
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<tr>
<td>Additional services for Main Bldg Complex IVC</td>
<td>8/28/2007</td>
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</tbody>
</table>

### Notes 1 through 12

1. Geothermal System at Kentfield Campus / Geothermal System at Indian Valley Campus - Bid Phase: Original 8/16/07-10/31/07
   Revised: 12/4/07-1/15/08 Current: 1/15/08 - 2/13/08
   - Revisions / clarifications to the design documents delayed bid into holidays. To have adequate bid response it was determined to postpone bid until after the holidays. Project was then rebid, with BOT approval, due to incomplete bid documentation.

2. Design/Assess docs for parking lots & pathways IVC - DD: 11/15/07; CD: 12/15/07
   - DD (Design Documents) were completed on time, however revisions to Geothermal and Bioswale designs delayed CD's (Construction Documents)

   Current: 1/31/08
   - Revisions were received from user groups that required minor design changes. This caused a one month delay for the completion of the DD drawings.

4. Design plans for Portables DSPS & Health Services - Design Plans for Fusselman Hall - Additional Design and CA services, 12/15/2007
   - Original plans to put DSPS & Health Services into the lower level of Student Services proved to be too expensive and beyond the budget. Therefore, plans were revised and are now being reviewed with the user groups.

5. Additional Design and CA services - 12/31/2007
   - Due to the design revisions needed for DSPS and Health Services the additional design and CA services were extended.

6. PE Modernization - Estimated DSA Stamp-out (100% CD's) - Original 10/1/2007
   Revised 12/19/07
   - DSA took longer to review the plans than originally scheduled.

7. PE Modernization - Bidding Phase - Original 9/17/07-12/3/07
   Revised 1/4/08 - 2/19/08
   - DSA took longer to review the plans than originally scheduled which then required a revised bid date.

8. PE Modernization - Construction Phase - Original 12/4/07-9/15/09
   Revised 3/15/08 - 5/13/09
   - DSA took longer to review the plans than originally scheduled which then required a revised bid date, which then revised the construction start date.

9. New FA & PA Modernization - Construction Document Phase - end Previously indicated 12/11/07 but the contract show 5-15-08
   - Incorrect information indicated in previous report

    - Parking Lot-Bioswale & Pathways Projects - Milestone missed due to revisions to site layout. This required clarification and coordination with various infrastructure projects (including Geothermal Field) at the Indian Valley Campus

    - Actual date of completion of CD's and DSA submittal was 12/19/07

12. IVC Main Building - Estimated DSA Stamp-out (100% CD's) - Original: 1/28/2008 Current: 7/21/08
    - It is now expected to be out of DSA by the Mid June 2008 with Back Check by late July.

13. IVC West Campus Swing Space - Contracts docs - Utility connection design services 850C
    - Additional design time required for final utility location and connection requirement. Revised fire road also impacted design time.

14. KTD TransTech Building - Estimated DSA Stamp-out (100% CD's) - Original 4/15/2008
    - Plans are not yet out of DSA at this time.

15. KTD DSPS swing space Location - Design docs for DSPS suitable for DSA - 1/15/2008
    - Final location of DSPS is not determined at this time.

16. KTD Health swing space Location - Design & Consultant Coordination for DD Phase Docs (Health Swing Space) - Original: 2/1/2008
    - Final sign off for layout and location from user group was 4/22/08. Final Design Documents were delayed to incorporate the added Dickson Trailer into site layout.
| 17. ) KTD FA/PA Building - Amendment 4 | Due to user group questions concerning restrooms and classroom sizes, the start of CD drawings was delayed. |
Presidents Climate Commitment (PCC)
Staff continued preparation of the Greenhouse Gas Emissions Inventory mandated by the Presidents Climate Commitment to be completed by September 15, 2008.

Environmental Impact Report (EIR)
The District’s CEQA* consultant began work on Initial Studies for the Science / Math / Central Plant and Fine / Performing Arts projects.

No action this month on other sustainability initiatives, which include:
- Transportation Demand Management (TDM)
- Leadership in Energy and Environmental Design (LEED)
- CCC Board of Governors
- Renewable Energy

* California Environmental Quality Act
To: Board of Trustees
From: Superintendent/President
Reason for Board Consideration: Enclosure(s):

INFORMATION

SMC Quarterly Report 1Q 2008

BACKGROUND:

The following bond program item is presented herein for Board information:

- SMC Quarterly Report for period ending March 31, 2008

FISCAL IMPACT:

None.

RECOMMENDATION:

For information only.
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>June 10, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.13.D</td>
</tr>
<tr>
<td>Subject:</td>
<td>Revised Participatory Governance Plan</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
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</tbody>
</table>

INFORMATION

| Revised Participatory Governance Plan |

**BACKGROUND:** The Governance Review Committee recently completed a year-long process of re-examination of every facet of the governance committee system for purposes of producing an updated, improved Participatory Governance Plan document for use by all committees involved in College of Marin’s Participatory Governance System. The College Council reviewed and approved the Revised Plan May 8, 2008.

Highlights of revisions include:

1. Updates language, terminology and references throughout the PGS document to reflect current titles, groups, practices, etc.
2. Appointing bodies will notify the Office of Organizational Development and Planning by the first census date in the fall who their representatives are.
3. Clarifies that if replacements are made to fill a vacancy in the middle of a term, the replacement completes the term of the person they replace.
4. Clarifies that a quorum is formed by only those officially appointed to a committee. If an appointing body has not filled a seat that vacancy is not counted in the quorum.
5. Clarifies the responsibility of the appointing bodies to keep a list of their appointments and keep track of their representative’s terms.
6. Provides additional information about how to achieve consensus.
7. Chairs are to send committee minutes and agendas to the three Senate Presidents.
8. Chairs are to ensure that students understand committee charge and responsibilities.
9. Clarifies process to use if chairs do not fulfill responsibilities or act in an unprofessional manner.
10. Revises and clarifies the charge, responsibilities and composition of several standing committees based on recommendations from the committees gained from two years of operation.
11. Combines responsibilities of Student Services Planning Committee and Equity and Diversity Committee into a new committee, Student Access and Success.

**RECOMMENDATION:**

For information only.

Administrator Initiating Item  Bernie Blackman, Ph.D., Director of Organizational Development and Planning
College of Marin

Participatory Governance System

Adopted May 2005
Revised May 2008
## Table of Contents

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philosophy</td>
<td>4</td>
</tr>
<tr>
<td>Organizational Chart</td>
<td>5</td>
</tr>
<tr>
<td>Legally Defined Areas of Participation in Title 5 and Other Codas</td>
<td>6</td>
</tr>
<tr>
<td>Principals for Effective Governance</td>
<td>7</td>
</tr>
<tr>
<td>Constituent Groups</td>
<td>7</td>
</tr>
<tr>
<td>Operating Guidelines</td>
<td>8</td>
</tr>
<tr>
<td>Board Policies and Procedures</td>
<td>11</td>
</tr>
<tr>
<td>Process for Submitting Items that are Not Board Policies/Procedures</td>
<td>12</td>
</tr>
<tr>
<td>Budget Committee</td>
<td>13</td>
</tr>
<tr>
<td>College Council</td>
<td>14</td>
</tr>
<tr>
<td>Educational Planning Committee</td>
<td>15</td>
</tr>
<tr>
<td>Facilities Planning Committee</td>
<td>16</td>
</tr>
<tr>
<td>Governance Review Council</td>
<td>17</td>
</tr>
<tr>
<td>Institutional Planning Committee</td>
<td>18</td>
</tr>
<tr>
<td>Instructional Equipment Committee</td>
<td>19</td>
</tr>
<tr>
<td>Student Access and Success Committee</td>
<td>20</td>
</tr>
<tr>
<td>Technology Planning Committee</td>
<td>21</td>
</tr>
<tr>
<td>Appendix A: History of the PGS</td>
<td>22</td>
</tr>
</tbody>
</table>
Marin Community College District
Participatory Governance System Plan

PHILOSOPHY

Any system of governance is dependent upon the cooperation and collaboration of all of its components to function effectively. The whole is greater than the sum of its parts and it is the interdependence of those parts that is important to the success of any effort by the whole. Members of the College community need to respect each other's professionalism and encourage trust and a sense of team work. To that end, the College of Marin has established a participatory, advisory system of governance which includes a commitment to participation from all segments of the college community in making recommendations for the policies and procedures that govern the college. It is expected that the Superintendent/President will always give careful consideration to the recommendations made through participatory governance. However, it should be understood that all recommendations are advisory to the Superintendent/President, who will provide written rationales when not following those recommendations. The Board of Trustees holds the final decision-making authority.

College of Marin's governance system is guided by of the California Education Code as specified in the Education Code section 70901(b)(1)(E) which reads: governing boards of community college districts will “ensure faculty, staff, and students the right to participate effectively in district and college governance, and the opportunity to express their opinions at the campus level and ensure that these opinions are given every reasonable consideration, and the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards as well as other academic and professional matters as are mutually agreed upon between the governing board and the academic senate.” Further, the College of Marin governance system aspires to establish and practice transparency in decision-making.
LEGALLY DEFINED AREAS OF PARTICIPATION IN TITLE 5
AND OTHER CODES

Academic Senate (Title 5, Section 53200)
For the purposes of this Section, the term "academic and professional matters" means the following policy development and implementation matters:

1. curriculum, including establishing prerequisites and placing courses within disciplines
2. degree and certificate requirements
3. grading policies
4. educational program development
5. standards or policies regarding student preparation and success
6. district and college governance structures, as related to faculty roles
7. faculty roles and involvement in accreditation processes, including self-study and annual reports
8. policies for faculty professional development activities
9. process for program review
10. process for institutional planning and budget development
11. other academic and professional matters as are mutually agreed upon between the governing board and the academic senate

Other code sections that legally require participation by faculty:
1. Ed. Code 66450 - distribution of academic presentations
2. Ed. Code 87458 - administrative retreat rights
3. Ed. Code 87359 - equivalencies to minimum qualifications
4. Ed. Code 87360 - faculty hiring
5. Ed. Code 87663 - faculty evaluation
6. Ed. Code 87610.5 - faculty tenure
7. Ed. Code 87743.2 - faculty service areas
8. Title 5, Section 55022 - curriculum committees
9. Title 5, Section 53204 - academic senate/union agreements

Staff (Title 5, Section 51023.5)
For purposes of this Section, district and college policies and procedures that have or will have a significant effect on staff include the following:

1. district and college governance structures, as related to staff roles
2. processes for institutional planning and budget development
3. staff roles and involvement in accreditation process, including self study and annual reports
4. policies for staff professional development activities
5. any other district and college policy, procedure or related matter that the district governing board determines will have significant effect on staff.

Other code sections that legally pertain to participation by staff:
1. Ed. Code 70901.2 - appointment of classified staff representatives by exclusive bargaining unit representative

Students (Title 5, Section 51023.7)
For the purposes of this Section, the district and college policies and procedures that have or will have a significant effect on students include the following:

1. grading policies
2. codes of student conduct
3. academic disciplinary policies
4. curriculum development
5. courses or programs which should be initiated or discontinued
6. processes for institutional planning and budget development
7. standards and policies regarding student preparation and success
8. student services planning and development
9. student fees within the authority of the district to adopt
10. any other district and college policy, procedure or related matter that the district governing board determines will have significant effect on students
PRINCIPLES FOR EFFECTIVE GOVERNANCE

- All constituencies work together for the good of the institution:
  This means that decisions follow a shared vision and are made in the best interest of the College. All constituencies actively participate.

- Clarity of roles and decision-making processes:
  The governance system reflects transparent decision making with data that supports and/or references shared vision and goals. Decisions are clear and effectively communicated.

- Data-based decisions and discussion:
  Proposals are based on data, as are the resulting recommendations and rebuttals. Recommendations should support the College's Mission Statement, vision and, Educational Master Plan. Timely decisions are expected.

- Professional conduct:
  All public meetings and governance committees have clear ground rules and expectations of professional conduct and respectful dialogue. As part of professional conduct, governance committees take responsibility for their decisions and make them publicly known.

Constituent Groups

Board of Trustees
The Marin Community College District Board of Trustees is a publically elected board which as a unit sets the policy direction that defines the educational, legal, ethical, and prudent standards for college operations, institutional performance, fiscal health and stability. The Superintendent/President works at the pleasure of the Board.

President's Cabinet
The Cabinet is advisory to the Superintendent/President in all matters related to college operations, student learning, and the implementation of Board policies. The Cabinet is composed of administrators who report directly to the Superintendent/President.

Management Council
The Management Council is comprised of appointed administrators of the various units, departments or divisions and serves at the pleasure of the Board of Trustees and Superintendent/President. Management Council meetings are staff meetings where policies, procedures, and operational matters are discussed. Managers are appointed to college governance committees by the Superintendent/President.

Academic Senate
Represents all certificated instructional personnel including credit, non-credit, full and part-time faculty, which includes instructors, counselors, college nurse and librarians. The faculty elects fifteen members to the Academic Senate. The Academic Senate serves as the voice of the faculty in matters concerning participatory governance and academic and professional matters.

Classified Senate
Represents all staff other than certificated and management. The Classified Senate serves as the voice of the classified staff in matters concerning participatory governance. Senators are elected from the classified staff in proportion to the percentage of CSEA, SEIU and unrepresented employees employed in the District. There are 16 classified senators.
Student Senate
Represents all registered credit and non-credit students. The Student Senate consists of the Senate President (elected by the student body) and students appointed by each of the three student associations (ASCOM, ASIVC, ASEC). The Student Senate serves as the voice of the students in matters concerning participatory governance.

Types of Governance Groups

Council
A group of constituency representatives designated or selected to act in an advisory capacity and meet on a regular basis.

Standing Committee
A permanent committee of constituency representatives intended to consider all matters pertaining to a designated subject and meet on a regular basis.

Sub Committee
A permanent committee created by a council or standing committee to address and make recommendations on a particular subject. The members need not be from a permanent committee or council.

Ad Hoc Committee
A committee created by a council or standing committee for a special purpose. Meets as needed until the task is finished.

Task Force
A group created by the College Council or the President to address a special college-wide issue and meet until the issue is resolved.

OPERATING GUIDELINES

Quorum
- Quorum for meetings will be 50% of the Council or Committee plus one.
- A quorum consists of at least one member from each constituency.
- Seats with no appointed representatives shall not be included when establishing quorum.
- If any governance group does not provide at least one representative for two consecutive meetings, the remaining group will comprise a quorum and can take action at the second meeting.

Composition and Population of Participatory Governance Committees
- When recommending appointments of representatives to serve on participatory governance committees, councils, task forces etc., appointing bodies will strive to allow all interested parties to serve.
- Members will be appointed for two-year terms.
- If replacements are made, the new representative will complete the term of the original appointment.
- Appointing bodies reserve the right to remove their representatives for not fulfilling their duties as specified in this document or for other reasons specified in their governing documents.
Participatory Governance System Plan

- The Academic Senate is responsible for appointing faculty.
- The Student Senate is responsible for appointing students.
- Classified staff are appointed by their officially designated appointing body.
- The Superintendent/President is responsible for appointing managers.
- Each appointing body will notify the Organizational Development and Planning Office by the first fall census date of the representatives who will serve that year.
- Appointing bodies will notify the Organizational Development and Planning Office whenever there is a change in representation and will maintain current lists of committee representatives and their term of office.
- Participatory governance committees, task forces or subcommittees should have equal representation from each constituency unless they fall under the academic and professional matters as defined in Title V, Section 53200.

Meeting Process

- All meetings are open to the public.
- Non-members may attend meetings as observers and speak with permission of the chair.
- All participatory governance committees act as recommending bodies.
- Participatory governance committees will establish and publish an agenda for each meeting in a timely manner.
- Participatory governance committees should develop agreed upon ground rules for committee operation.
- Committees will develop annual goals and objectives and a method for evaluation.

Consensus and Voting

- All committees shall use the consensus method to reach decisions and make recommendations.
- Consensus is reached when members mutually agree to a decision and feel their concerns regarding the issue have been adequately addressed. It is not unanimity.
- A quorum should be present when taking action on an item.
- The Chair should ensure that enough time is taken so all voices are heard and understood before any effort to finalize a decision.
- When working to build consensus, the Chair can poll the members to determine the level of consensus among the group as follows:
  - Level One: I can easily accept the decision or action
  - Level Two: I can accept the decision or action, but it may not be my preference.
  - Level Three: I accept the will of the group, but I don't necessarily agree with the decision or action.
  - Level Four: I cannot accept the decision or action.
- If consensus cannot be reached after 2 meetings or if the Chair or Co-chairs determine that consensus is not possible and further discussion would jeopardize committee timelines, a vote will be taken.
  - A simple majority (50% plus one) will carry the motion.
  - The group(s) in the minority will have the option to forward a minority report along with the recommendation.
- Training will be provided to ensure Chairs and committee members have the tools and resources required to implement the consensus model.

Responsibilities of Constituent Representatives

- Representatives of constituent groups involved in the participatory governance process are responsible for keeping their respective groups informed of the proceedings and
recommendations of governance committees.
- Because of the importance of regular attendance by members of governance committees, the chair of each committee will notify the appropriate appointing body to request that a replacement be appointed after three unexcused absences.
- If a committee member is unable to attend a meeting the constituent group may send a substitute.

**Duties Of Chair And Co-Chairs**

The Committee Chair &/or Co-chair will:

- Establish meeting times and locations.
- Establish committee ground rules.
- Create and distribute an agenda in a timely fashion.
- Send a copy of committee agendas and minutes to Senate Presidents for dissemination to their constituencies.
- Establish annual goals and objectives and a method of evaluation.
- Conduct meetings in an orderly manner allowing appropriate participation of all individuals present.
- Ensure that appropriate timelines to complete committee tasks and recommendations are established.
- It is the responsibility of the Chair or Co-chairs to ensure that the conduct of committee members remains professional, respectful and collegial.
- The Chair or Co-chairs will mediate conflict and/or discuss unprofessional conduct with the appointing body who may take action, including the possibility of removing the appointed member if necessary.
  - In the event that the unprofessional conduct involves the Chair or Co-chair, the members of the committee will provide a written request to the Governance Review Council to adjudicate.
- Ensure that a clear consensus or vote is taken on action items.
- See that minutes are written, approved, and distributed promptly.
- Act as a mentor or assign a mentor to new committee members who are unfamiliar with the committee or College of Marin governance.
- Ensure that student representatives understand the tasks and procedures of the committee.
- When serving as Co-chairs, inform committee members how duties will be divided.
- Committee Co-chairs will communicate regularly with each other over the construction of the agenda and other relevant work.

**Duties Of Members**

All committee members will:

- Attend meetings regularly.
- Act in a respectful and professional manner.
- Keep their constituent groups informed of committee actions.
- Complete assignments associated with committee work in a timely fashion.

**Staff Resources**

- Governance committees may request staff resource members to support committee work, provide information and/or advise the committee.
- Staff resources do not vote on committee actions.

**Communication**

- A committee meeting calendar will be maintained by the Office of Organizational Planning and Development.
• The agenda of the Board of Trustees includes time for a report from each of the three
  Senates to ensure effective communication.
• To assure timely communication between committee representatives and their
  respective Senates, the Senates are encouraged to have a standing agenda item,
  "Governance Committee Reports." One representative from each committee is
  encouraged to provide their respective Senate with information about committee issues
  and also receive suggestions and ideas from Senate members.
• Senates will distribute their Minutes to the other Senate Presidents.

BOARD POLICIES AND PROCEDURES

The Superintendent/President shall establish and maintain an orderly procedure for preserving
and making accessible the Board By-Laws, Policies, and District Procedures. These documents
shall be accessible, updated periodically, and made available to all persons concerned.

BOARD POLICIES are legally binding statements of intent which are adopted by the Board of
Trustees. They serve as guides to the administration in the development and implementation of
procedures and regulations for operating the District.

DISTRICT PROCEDURES specify the process and guidelines by which specific Board Policies
are implemented. The Procedures shall be presented to the Board before implementation in the
District, but the Board will not adopt a procedure unless requested to do so by the
Superintendent/President or unless adoption is required by law.

The Superintendent/President has primary administrative responsibility for recommending
changes to Policies and Procedures to the Board or Trustees.

• All proposed Board Policies and Procedures must go through the participatory
governance system.
• Policies and Procedures related to academic and curriculum matters as defined in Title 5
  will go to College Council as information items.
• A proposed policy/procedure revision that contains only minor wording changes or does
  not change the intent of current policy/procedure, will be forwarded directly to College
  Council for review.
• If representatives from any Senate feels there is a need for the policy/procedure to be
  reviewed by their constituencies, they may request that proposal go through the regular
  governance process.
• Once a proposed policy/procedure enters the governance system, the initiator does not
  have the right to withdraw it.
• If a proposal changes significantly as it goes through governance, the initiator may
  request that his/her name be removed.
• Initiators should be invited by Senate Presidents to attend the meeting at which their
  proposal will be discussed.

Submission Process and Timeline Guidelines

During the academic year, constituent groups must provide feedback within a maximum of three
weeks of receipt of the proposal. A group may petition the College Council for an extension which
may only be granted if all constituent groups agree.

1) Initiator submits proposal with completed governance proposal cover sheet to the
   Superintendent/President’s office.

2) Proposal is sent to College Council to review. The proposal initiator will be invited to
   College Council to provide background and additional information.
3) Proposal is sent to UPM, CSEA & SEIU to identify collective bargaining issues (if any) within 10 days.

4) If any collective bargaining issues are cited, proposal is pulled from governance and sent to Human Resources Dean to resolve within three weeks with the appropriate union.

5) If all three unions sign off (or once cited issues are resolved), the Superintendent/President's office will send proposal to Senate Presidents and Management Council for review.

6) Senates and Management Council will review proposal and approve as written or note suggested revisions within three weeks.

7) Senates and Management Council notify Superintendent/President's office once their review is completed and proposal is put on College Council agenda.

8) College Council representatives bring suggested changes (if any) to College Council for discussion.

9) College Council reaches consensus on final wording and recommends that the Superintendent/President take the proposal to the Board.

Process for Submitting Items that are Not Board Policies/Procedures

- Items of college-wide concern are brought to the College Council by constituency representatives of the College Council.

- Individual members or groups of the College community may request that an item of college-wide concern be placed on the College Council agenda by contacting their representatives at least five working days prior to the next regularly scheduled meeting.

- The College Council will decide whether the item requires further consideration by any or all of the College's constituent groups and/or standing committees.

- The College Council will develop a timeline and process for receiving feedback.
BUDGET COMMITTEE

Charge
The College of Marin's allocation of resources and its processes for evaluation and planning shall demonstrate its capacity to fulfill its mission, improve the quality of its education, and respond capably to future challenges and opportunities.

The primary role of the Committee will be the responsibility to develop and review the effectiveness of budget assumptions and operations that pertain to and support instruction and student services. A consecutive emphasis will be to develop informed budgetary processes that are fair, understood by participants, and effective in allocating resources in the most beneficial manner.

Responsibilities
Consistent with general fund strategic intent, the Committee will make recommendations pertaining to the following:

- Long-term strategic budget planning.
- Revenue and expense assumptions.
- Budget deliberation practices.
- Budget request cycles reflecting expenditure requirements of departments, programs, and supportive services.
- An annual general fund budget with resource allocation criteria.
- General fund allocations available from supplementary resources.
- The Budget Committee will forward Committee reports and recommendations to the College president.

All Budget Committee reports and recommendations will be presented to College Council as a point of information and as a recommendation to the President.

Consistent with operations, study on a periodic basis:

- Incidental cost impacts on general fund units of operation.
- District revenue resources and fund amounts.
- Reserves for contingencies.
- Inter-fund transfers and revisions.
- Ending balances (by activity and object of expenditure title).
- Relationships between approved funding and actual expenditures.

Composition

7 faculty appointed by the Academic Senate one of whom will serve as a non-voting Co-chair except in the case of a tie.
3 classified staff appointed by the official appointing body for classified staff.
2 students appointed by the Student Senate
1 manager appointed by the Superintendent/President
The Vice President of College Operations will serve as a non-voting Co-chair except in the case of a tie.

Co-chairs Responsibilities

- The Vice President of College Operations will serve as one Co-chair. The other Co-chair will be one of the 7 faculty members.
- Co-chairs will work together to set agendas and conduct meetings.
- Co-chairs will be non-voting except in the case of a tie vote by the committee in which case the Co-chairs will have a total of one vote with which to break the tie. If they cannot agree to vote together to break the tie with their one vote, they will refer the matter to the Superintendent/President.
- One or both of the Co-chairs will also serve on the Planning Committee
COLLEGE COUNCIL

Charge

College Council will serve as an advisory group to the Superintendent/President for Board Policies and District Procedures and College goals, plans and priorities. The College Council also acts as a two-way communication vehicle for recommendations and proposals that come through the participatory governance system and serves as a clearinghouse for information.

Responsibilities

- Communicate proposed Board Policies and District Procedures, College plans and priorities to the respective governance bodies.
- Represent the respective governance bodies by making recommendations to the Superintendent/President regarding proposed Board Policies and Procedures and College goals, plans and priorities.
- Serve as the participatory governance "umbrella" committee over the standing governance committees of the Participatory Governance System.
- Serve as a clearinghouse for Information.
- Establish appropriate timelines to complete tasks and make recommendations. Disseminate information to the respective constituencies in a timely manner.
- Review the Board of Trustees Agenda.

Composition

3 faculty appointed by the Academic Senate

3 classified staff appointed by the official classified staff appointing body one of whom shall be the Classified Senate President.

3 students appointed by the Student Senate

2 managers appointed by the Superintendent/President

The College Superintendent/President will serve as Chair.
EDUCATIONAL PLANNING COMMITTEE

Charge

The Educational Planning Committee operates as a subcommittee of the Planning Committee and is responsible for coordinating and setting goals for planning of broad educational endeavors at the College. Planning for specific programs and disciplines should continue to be developed at the departmental level, pursuant to the broad parameters of the Educational Master Plan. The Committee will utilize the resources and expertise of the Office of Academic Affairs, Student Services and the Information Technician.

Responsibilities

- Educational Master Plan – A subcommittee of the Educational Planning Committee constitutes the EMP Steering Group with responsibility to:
  a. Oversee and coordinate its development and implementation.
  b. Ensure that goals, objectives and specific plans are linked to financial and facilities priorities.
  c. Submit new development or changes to the various constituent groups of the college.
  d. Ensure compliance with Accreditation standards.

- Recommend a policy for initiating and discontinuing programs and pass recommendations forward through the participatory governance system.

- Identify general educational issues that need to be addressed and refer them to the appropriate committee and/or Senate.

- Establish appropriate timelines to complete tasks and make recommendations.

Composition

7 faculty appointed by the Academic Senate.

2 classified staff from the instructional area appointed by the official appointing body for classified staff.

2 students appointed by the Student Senate

2 managers appointed by the Superintendent/President

The Chair or Co-Chairs will be elected from the group.
FACILITIES PLANNING COMMITTEE

Charge

The Facilities Planning Committee operates as a subcommittee of the Institutional Planning Committee to involve faculty, staff and student involvement in the planning, design, construction and upkeep and use of College-owned facilities.

Responsibilities

- Review and recommend facilities-related Board Policies and District Procedures.
- Develop a process for determining facilities capital renewal and replacement needs and priorities.
- Develop a process for determining facility and deferred maintenance needs and priorities.
- Participate in the planning of any major Capitol Facility Projects exceeding five hundred thousand dollars in accordance with District Procedures.
- Establish appropriate timelines to complete tasks and make recommendations.
- Make recommendations to the Institutional Planning Committee

Composition

2 faculty appointed by the Academic Senate
2 classified staff appointed by the official appointing body for classified staff.
2 students appointed by the Student Senate
2 managers appointed by the Superintendent/President

Vice President of College Operations will serve as a non-voting staff resource.

The Chair or Co-Chairs will be elected from the group.
GOVERNANCE REVIEW COUNCIL

Charge

The Governance Review Council will monitor and evaluate the governance process to ensure that:

- The system’s processes are open and transparent.
- The "Principles for Effective Governance" as outlined in the Participatory Governance Manual are adhered to.
- Committees fulfill their charges effectively.
- Those involved accept responsibility for the roles they play in the system and for communicating information to their constituent group.
- Recommendations are consistent with the mission of the College.
- The College actively maintains its participatory governance system.

Responsibilities

The Governance Review Council shall:

- Conduct an evaluation of the governance system annually or more frequently when deemed necessary by two of the three senates or the Board of Trustees.
- Serve as an adjudicating body for any issues having to do with the governance process. All recommendations will be written, justified and distributed to the College Council.
- Establish appropriate timelines to complete tasks and make recommendations.
- Recommend changes and revisions to the governance system that are based on the outcome of the evaluation process and consistent with current laws and regulations.

Composition

3 faculty appointed by the Academic Senate
3 classified staff appointed by the official classified staff appointing body.
3 students appointed by the Student Senate
3 managers appointed by the Superintendent/President

The Chair or Co-Chairs will be elected from the group.
INSTITUTIONAL PLANNING COMMITTEE

The Institutional Planning Committee operates to provide oversight for faculty, staff and student involvement in institutional planning. The Committee will review all plans and recommendations made by participatory governance committees at the College to ensure their compliance with relevant policies and standards and with Board Policy and planning priorities. Planning Committee resolutions are sent to the Superintendent/President as recommendations and to College Council as information items.

Charge

- Ensure that the College's planning process shall support student success.
- Ensure that Board goals and priorities and College plans drive the budget process; funds when available shall be allocated to support the priorities stated in the plans.
- Involve broad participation by all segments of the College community and the Board of Trustees.
- Employ open procedures that affirm collegiality through a spirit of mutual respect and trust.
- Make all planning recommendations and decisions consistent with the Education Code, the mission, vision and values of the College, accreditation standards and strategic institutional planning priorities.

Responsibilities

- Align and integrate College plans with Board goals and priorities.
- Integrate goals and priorities with the Planning subcommittees (Facilities, Educational Planning, Technology, Instructional Equipment and Student Services).
- Recommend annual institutional goals and strategic institutional plans (global, long-term, college-wide plans as distinguished from annual area and unit plans).
- Set program priorities and budget priorities using the recommendations made through program review. Submit priorities to the Budget Committee.
- Review all College plans and other related or pertinent documents.
- Establish appropriate timelines to complete tasks and make recommendations.
- Send planning Committee recommendations to College Council as information items and as recommendations to the Superintendent/President.

Composition

7 faculty appointed by the Academic Senate one of whom will serve as a non-voting Co-chair except in the case of a tie.
3 classified staff appointed by the official classified staff appointing body.
2 students appointed by the Student Senate
1 manager appointed by the Superintendent/President
The Vice President of Student Learning will serve as a non-voting Co-chair except in the case of a tie.

Co-chairs Responsibilities

- The Vice President of Student Learning will serve as one Co-chair. The other Co-chair will be one of the 7 faculty members.
- Co-chairs will work together to set agendas and conduct meetings
- Co-chairs will be non-voting except in the case of a tie vote by the committee in which case the Co-chairs will have a total of one vote with which to break the tie. If they cannot agree to vote together to break the tie with their one vote, they will refer the matter to the Superintendent President.
- One or both of the Co-chairs will also serve on the Budget Committee
INSTRUCTIONAL EQUIPMENT COMMITTEE

Charge
The College Instructional Equipment Committee operates as a subcommittee of the Planning Committee to ensure faculty, staff and student involvement in recommending allocations for instructional equipment. The Committee will make recommendations to the Planning Committee regarding the specific instructional equipment allocations. Standard forms will be used and proposals will be elicited from every department. Requestors will send copies to the supervising Dean/Manager.

Responsibilities

- Review and rank instructional equipment requests received from departments based on the following criteria:
  1. Instructional improvement and supports the educational master plan. *(Will the equipment upgrade the quality of instruction? Will it facilitate innovation and the application of state-of-the-art technology?)*
  2. Necessary to meet accreditation standards, and or health and safety requirements.
  3. Impact on enrollment. *(Will we be able to accommodate or attract additional students?)*
  4. Interdisciplinary applications. *(Can more than one discipline share the equipment?)*
  5. Number of students to be served.
  6. New acquisition, replacement, age and obsolescence. *(Are there funds available for new equipment? Replacements? How worn out or outdated is current equipment?)*
  7. Housing/maintenance. *(Does the discipline have space for the equipment? Can it provide for its maintenance?)*
  8. Current equipment budget. *(Disciplines with no significant equipment funds in the current budget should receive greater consideration.)*
  9. Recency of funding. *(When did the disciplines last acquire funding?)*

- Based on committee review and ranking, recommend instructional equipment purchases to the Institutional Planning Committee and Budget Committee. Consult with other appropriate groups, if necessary.

- Develop, review and widely communicate timeline, guides, forms and decisions.

- Establish appropriate timelines to complete tasks and make recommendations.

Composition
5 faculty of differing departments, appointed by the Academic Senate.
2 classified members from the instructional area appointed by the official classified staff appointing body.
2 students appointed by the Student Senate
Vice President of Student Learning will serve as non-voting Chair.

- The District Buyer will serve as a non-voting resource person.
STUDENT ACCESS/SUCCESS COMMITTEE

Charge

The Student Access/Success Committee operates as a subcommittee of the Institutional Planning Committee to review plans and institutional data and trends in order to make recommendations that address student access and success. It will assess how well the college is achieving equitable student outcomes and eliminating barriers to diversity.

Responsibilities

The Student Access/Success Committee will review institutional and state data related to student access and success in order to develop recommendations for improvement. The Student Access/Success Committee will have specific responsibility for reviewing these required plans to identify college-wide trends:

- The Matriculation Plan
- The Student Equity Plan
- The Basic Skills Initiative
- Other plans required for categorically funded student services programs
- Program Review sections related to student retention and success

The Student Access/Success Committee will provide supporting materials to the Institutional Planning Committee and the Budget Committee to inform decisions related to resource allocations to improve student access and success.

Composition

2 faculty appointed by the Academic Senate
2 classified staff appointed by the official classified staff appointing body.
2 students appointed by the Student Senate
2 administrators appointed by the Superintendent/President

The Chair or Co-Chairs will be elected from the group.
TECHNOLOGY PLANNING COMMITTEE

Charge

The Technology Committee operates as a subcommittee of the Institutional Planning Committee to assure staff and faculty involvement in technology planning and provide guidance for major technological decisions. The Committee will make recommendations to the Planning Committee regarding technology related issues and will be responsible for the following:

Responsibilities

- Provide oversight for the development, implementation, and updating of an integrated Technology Plan.
- Review and develop technology-related policies for the District.
- Make specific recommendations to the Superintendent/President on the use of technology throughout the district with regard to both ongoing activities and future direction.
- Inform the college community in advances and opportunities in technology to support teaching and learning.
- Disseminate information about the current activities and future plans in each of the technology areas (Infrastructure, Information Systems, Instructional, and Student Services).
- Maintain a comprehensive overview of the entire technological effort in the district.
- Assess and develop policy on matters such as intellectual property rights, appropriate use of technology, and standards.
- Establish appropriate timelines to complete tasks and make recommendations.
- Make recommendations for the purchase of equipment to support instruction and student areas to the Instructional Equipment Committee and other appropriate groups.

Composition

7 faculty appointed by the Academic Senate preferably from the following areas:
- Transfer Programs
- Workforce Development/Career Programs
- Basic Skills/ESL
- Life Long Learning Programs
- Library
- Technical Discipline
- Online Instruction
- Counseling/DSPS

3 classified staff appointed by the official classified staff appointing body

2 students appointed from the Student Senate

2 Managers appointed by the Superintendent/President.

The Chair or Co-Chairs will be elected from the group.
Appendix A

History of May 2005 Participatory Governance Plan

The Governance Review Council (GRC) began meeting in March 2004 to develop a new College governance system. The Council was composed of three representatives each from the Academic Senate, the Student Senate, the classified staff and the managers. Interim College President Lois Callahan chaired the GRC in spring 2004. President White chaired it fall in 2004. Kathleen Kirkpatrick served as a staff resource.

To begin its work, the Council agreed to seek models of governance systems from other community colleges. The GRC reviewed information from a number of colleges including Los Positas College, Napa Valley College, Citrus Community College District, Sierra College, Mount San Antonio College, LA Valley College, and Skyline College. The Council identified processes, committee structures and meeting procedures they believed would be effective at College of Marin. The GRC also thoroughly reviewed the College’s former governance policy and committee structure and identified elements that should be carried over to the new system.

To review the entire governance structure, work groups of two or three members were formed to work on specific sections of the plan and present recommendations to the Council. The Council used a process of consensus and when consensus could not be reached the Council took a vote. On December 9, 2004 the GRC presented a draft of the plan and a process for constituent review to the College Council.

In the spring of 2005, a GRC Subcommittee, consisting of one member of each constituency, was formed to oversee the review and feedback process. Copies of the draft were distributed to the Senates, Management Council and Board of Trustees. An electronic copy was also available in Outlook Public Folders and the College Intranet and a paper copy was placed on reserve in the Library for constituent review. A global email and voicemail announcing the availability of the draft, two open forums and the process for providing constituent feedback was sent to the college community on February 2.

Members of the GRC Subcommittee attended Academic, Classified and Student Senate meetings to provide background and answer questions about the plan. They also sponsored an open forum on each campus to seek additional feedback. The GRC Subcommittee reviewed feedback and presented recommendations to the entire GRC. Time constraints made it difficult to thoroughly discuss all aspects of the feedback received.

The plan is designed to create a more structured, transparent, respectful and open governance system. The GRC will conduct a thorough review and evaluation of the system each year and make recommendations for further improvement. Team-building activities and training in the consensus method will be provided and required of all committee members. GRC members have demonstrated a strong commitment to the College in this effort and truly hope this plan will enable us to work together effectively.

The plan was approved by College Council in May 2005 and officially launched in fall 2005. The plan was evaluated revised by the GRC in 2006-07 and approved by College Council in spring 2008.
BACKGROUND:

Recent Title 5 changes required California Community Colleges to review and update a number of associate degree programs. Most community colleges undertook this work in late Fall 2007, completing it Spring 2008. College of Marin's focus during this period was on completion of program review in order to fulfill accreditation requirements, so we deferred work on degree compliance until program review was completed in May, 2008.

We are not listing the out-of-compliance degrees in the 2008-09 Catalog because they will expire July 1, 2008, but we hope to comply with the local and state process in time to include them in the following year’s Catalog. The process requires local approval by the Curriculum Committee and Academic Senate and recommendation for and approval by the Board of Trustees, both for changes to four of the degrees and deactivation for the fifth prior to submission to the State Chancellor’s Office for final approval.

Faculty in the Modern Language Department have recommended that one degree program, Modern Languages, General, be deactivated; few students have participated in it. The Academic Senate and its Curriculum Committee are working with faculty and instructional administrators to bring the four other degree programs into compliance with state regulation as early as possible in Fall 2008. The degrees set to expire are:

- Liberal Arts and Sciences, General (A.A.)
- Natural Science (A.A.)
- Physical Science (A.S.)
- University Transfer (A.A.) (Please note: students do not need an associate degree to transfer to a four-year college or university.)

Students who started work in any of the above mentioned degree areas prior to the expiration of the degree and who continue their enrollment at College of Marin without taking a semester off may persist towards completion of the degree. We are contacting students by mail and referring them to staff if they have any questions:

RECOMMENDATION:
For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning