C O L L E G E O F
M A R I N

BOARD OF TRUSTEES
REGULAR MEETING AGENDA

DECEMBER 11, 2007
A. Closed Session – 4:00 p.m. in Student Services Conference Rooms A&B

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

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Bob Balsigi at 485-9414. Notification at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

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

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:

      CONFERECE 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:

      CONFERECE WITH LEGAL COUNSEL-Potential & Existing Litigation

      Five cases – Complaint filed by Ms. Mizu-Kurzman under Education Code 87164

      Mizu-Kurzman vs. MCCD (Marin Superior Court)

      S. Rollison vs. MCCD

      UPM/Graham vs. MCCD – Grievance Arbitration

      UPM vs. MCCD – Retiree Incentive Arbitration

   (c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/Separation
B. Board Organizational Meeting – 6:30 p.m., Deedy Staff Lounge, Kentfield

1. Call to Order, Roll Call and Adoption of Agenda
   - Oath of Office
   - Comments by and regarding outgoing Board members

2. Readoption of Bylaws and Policies
   - It is recommended that the Board of Trustees, in accordance with Board Bylaws Section 1.5010, Organizational Meeting, adopt Bylaws, Policies and Procedures for its own operation and the operation of the District (thereby rescinding all Bylaws, Policies and Procedures not readopted) with recommended changes.

3. Meeting Schedule 2008
   It is recommended that the Board of Trustees adopt a schedule for 2008 meetings as shown, in accordance with Board Bylaws Section 1.5020, Regular Meetings.

   (All Regular Meetings begin at 6:30 p.m. unless otherwise noted.)

   January 8       Special Board Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

   January 15     Board Study Session – 2:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
                  Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

   January 29     Board Retreat – 10:30 a.m. to 3:00 p.m. – Marin Community Foundation, Redwood Room, 5 Hamilton Landing, Suite 220, Novato

   February 19    Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

   March 4        Joint Meeting of College of Marin and College of Marin Foundation Boards 4:00 p.m., Staff Lounge, Deedy Student Services

   March 11       Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

   April 15       Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

   May 13         Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

   June 10        Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

   June 24        Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
                  Tentative Budget Adoption
July 22  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

August 26  Regular Meeting – 6:30 p.m., Ohlone 106, IVC
Final Budget Adoption

September 16  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

October 14  Regular Meeting - 6:30 p.m. – Ohlone 106, IVC

November 11  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

December 9  Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

4. Election of Officers

It is recommended that the Board of Trustees elect a President, Vice President and Clerk of the Board for the year 2008, in accordance with Board Bylaws Section 1.3020, Manner of Election and Term of Office.

a. President of the Board
b. Vice President of the Board
c. Clerk of the Board

5. Appointment of Trustee Representatives

It is recommended that the following representatives be appointed by the Board President:

- Marin County School Boards Association and Trustee Representative to Elect Members of the County Committee on School District Organization

- Legislative Representative to California Community Colleges Trustees/California School Board Association (CCCT/CSBA) and liaison with the Community College League of California (CCLC)

- The Education Task Force

- Board Representatives, Standing Committees & Discretionary Committees

  College of Marin Foundation
  President Evaluation Committee
  President Compensation Committee
  Board of Trustees Evaluation Committee
  Alumni Association Liaison
6. Board Comments & Acknowledgments

7. Adjournment

REGULAR MEETING AGENDA
6:45 p.m. – Deedy Staff Lounge, Kentfield

C. Regular Meeting

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

2. Approval of Minutes (4 minutes)
   a. Minutes of November 7, 2007

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

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      (1) Resolution in Support of Proposition 92
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests
   e. CEO Report to Board on WASC Compliance
   f. CEO Report to Board on Compliance with Grand Jury Recommendations
   g. Procedure for Filling Governing Board Vacancy Due to Resignation of Incumbent

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (30 minutes)
      (1) Program Review Update (Anita Martinez)
      (2) Modernization Update (V-Anne Chernock)
      (3) Sustainability Update (V-Anne Chernock)
      (4) COMet Update (Al Harrison)
      (5) Enrollment Management Update (Anita Martinez, Nanda Schorske, Mauricio Torres-Benavides)
6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Association Report (5 minutes)
9. Board Study Session
   None
10. Items for Possible Future Board Action (5 minutes)
    b. Bolinas Task Force Recommendations (January)
    c. Academic Calendar 2008-09 (January)
    d. Revised Board Policies (January)
       (1) BP 4230 Grading and Academic Record Symbols
    e. Memorandum of Understanding with Marin Master Gardeners
    f. Fine Arts Students' Petitions
11. Consent Calendar Items (Roll Call Vote) (10 minutes)
   The Superintendent/President recommends that the Board of Trustees approve the
   following Consent Calendar Items:
   
   A. Calendar of Upcoming Meetings & Other Special Events

   All Campus Holiday Party – December 13, 4:00 to 7:00 p.m., Willie's
      Café, 799 College Avenue, Kentfield

   ASEC Holiday Party – December 15, 2:00 to 4:00 p.m., St. John’s
      Episcopal Church, 14 Lagunitas, Ross

   Marin County Joint Legislative Action Seminar – January 16 & 17, 2008,
      State Capitol, Sacramento

   Opening Day Convocation - January 18, 2008, 10:00 a.m. to 12:00 p.m.,
      Fine Arts Theater, Kentfield

   Marin Superintendents and Trustees/Marin County Council of Mayors and
   Councilmember’s Meeting – January 23, 2008, Servino’s Restaurant,
      9 Main Street, Tiburon

   Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton

   College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield
      Campus Lawn

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

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

   1. Appointment and/or Change of Educational Management Personnel

E. Short-Term Hourly Positions

F. Warrant Approval

G. District Mileage Reimbursement Rate

H. Budget Transfers – Month of November - FY 2007/08

I. Declaration of Surplus Property – Miscellaneous Equipment

J. Notice of Completion, Maintenance One Roof Repair

12. Other Action Items (10 minutes)

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

A. Approve Resolution to Enter into an Agreement with the California Department of Education for the Purpose of Providing Child Care and Development Services and Designation of Personnel to Sign Contract Documents for Fiscal Year 2007/08

B. Approve Five-Year Scheduled Maintenance Plan (2008/09 through 2012/13)

C. Approve Resolution Authorizing Staff to Apply for the California Energy Commission Technical Assistance Program

D. Approve Board Compensation Annual Adjustment

E. Acknowledge Receipt of District Financial and Measure C Bond Program Audits for 2006/07

F. Approve Resolution Declaring Intention to Lease Real Property & Publication of Notice Thereof (Ground Lease with Marin County Sheriff’s Department)

G. Modernization (Measure C)
   1. Designation of Specific Materials, Product, Thing or Services on Bond Project
      a. Proprietary Paint Booth for Transportation Technology Complex Project (#402A)
   2. Award/Approve Professional Services Agreements/Amendments
      a. Environmental Impact Report (#310A)
      Civil Engineering Support Services for EIR
b. Environmental Impact Report (#810A)
   District CEQA Consultant Services
   Amy Skewes-Cox Amendment #6

c. PE Complex Portables (#850F)
   Additional Design Services
   HKIT Amendment #5

d. PE Complex Portables (#850F)
   Moving Services
   Nor-Cal Moving Services – New Short-Form Professional
   Services Agreement

e. Shade & Greenhouse Structures (#850C)
   Moving Services
   Crossroads Relocation Services, Inc. – New Short-Form
   Professional Services Agreement

f. PE Complex Modernization (#308B)
   PE Photovoltaic Project (#308D)
   Inspection Services
   Quali-Con Enterprises, Inc. – New Short-Form Professional
   Services Agreement

g. 12 KV Utility Extension (#407C) and PE Complex Portables (#850F)
   Utilities Design Work
   Alfa Tech Cambridge Group Amendment #14

h. Austin Science Center Roof Repairs (#850E)
   Design Services
   McGinnis Chen Associates, Inc. Amendment #2

3. Approve Lease Agreement
   a. PE Complex Portables (#850F)
      Approve Lease Agreement for Storage Containers

4. Contract Ratification
   a. Shade & Greenhouse Structures Project (#850C)
      IVC Support Work (Relocation/Infrastructure)
      B. Cantarutti Electric Co. – New Construction Contract

5. Change Orders
   a. POMO 4 Roof Replacement (#402B)
      Scope changes – existing roof vent curbs, electrical & nailing
      work
      Western Roofing Services – Change Order #1
   b. Larkspur Annex Restroom (#321B)
      Scope change for side door access
      Ongaro & Sons – Change Order #1
   c. Austin Science Center Roof Repairs (#850E)
      Scope changes – additional work and reduction in scope
      American Services Co. – Change Order #1 (add & deductive)

H. Approve Resolution Declaring Intention to Lease Real Property &
   Publication of Notice Thereof (Regents of the University of California,
   Marin County Cooperative Extension Marin Master Gardeners Program)
13. **Information Items (5 minutes)**

B. First Quarter Financial Status Report and CCFS-311Q for 2007/08  
C. Revised Administrative Procedures  
   (a) AP 4230 Grading and Academic Record Symbols  
D. Contractor Prequalification Process for Review  

14. **Correspondence**  
   Correspondence in Board Packets

15. **Adjournment**
COLLEGE OF MARIN

Board of Trustees Meeting
November 7, 2007
Minutes

A. Board Study Session

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 2:15 p.m. by Board President Trenor in the Deedy Staff Lounge at the Kentfield campus, all members having received notice as prescribed by law. All publicly elected Trustees were present except Trustee Long, who arrived at 2:17 p.m., Trustee Dolan, who arrived at 2:20 p.m., and Trustee Kranenburg. Student Trustee Tam was also in attendance.

Dr. White congratulated the returning Board incumbents and congratulated Trustee Brockbank on his election to the San Rafael City Council. She noted that this was both a happy and sad time, as we will have to say good-bye to Trustees Moore and Brockbank.

2. Modernization Workshop

In response to questions about the final EIR’s, Modernization Director Chernock informed the Board that the possible movement of the IVC main building to a location north of the creek was listed in the FEIR for IVC as an alternate project and not as a preferred project. She announced that attorney Mark Keiley would be present at the evening meeting to answer questions and noted that Board members received an e-mail from him outlining optional EIR processes.

a. Design Review – Geothermal Fields (#305B & #417B)
   Mike Lucas of Alpha Tech Cambridge Group, Inc. updated the Board on the design of the geothermal fields projects at both the Kentfield and IVC campuses (copy of presentation on website). Board members asked questions and provided feedback. It was noted that efforts will be made to mitigate the noise level when the work is being done.

b. Design Review – PE Complex PV (#308D) – Kentfield Campus
   This presentation will be made at a future Board meeting.

c. Parking Lot-Bioswale (#401B) & Pathways (#413A) – Indian Valley Campus
   Aditya Advani of Royston, Hanamoto, Alley & Abey made a presentation on landscaping designs for Parking Lot-Bioswale and Pathways projects on the IVC campus (copy of presentation on website). He reported that native gardens will be planted along the frontage road and behind the proposed building to enhance the appearance of the campus. Mr. Advani noted that drought climate adapted, low-
maintenance plants have been chosen and that DSA has approved the design concept. In response to questions about the possible use of cisterns to collect water, Director Chernock and her staff were directed to preliminarily look into this possibility.

3. **Board Discussion Re. LEED**
   Board President Treanor led the Board in a discussion on the Board's willingness to include an item in our budget for a sustainability coordinator position. She pointed out that the intent of our original Board resolution on sustainability (July 2004) was to let our designers know that we wanted to be sustainable in design. The Trustees discussed this issue at length, noting that the Board had expressed a desire and commitment to become LEED certified, but that there are now serious concerns about our budget and incurring additional expenses for the ongoing monitoring and reporting that would be required to obtain certification.

   Modernization Director Chernock explained that LEED is a process and that if we become LEED certified, we have to monitor. Without District commitment to a sustainability coordinator and a restructuring of current positions, we will only reach LEED on one project, the Transportation Technology Complex.

   The Board gave direction to staff to inform the architects that we want LEED points from design and construction only. Director Chernock will update the July 2004 Board resolution on sustainability and bring it to the December meeting for approval.

4. **IVC Pool Locker/Shower Repair**
   Al Harrison, Vice President of College Operations, made a presentation (copy attached) on repairs needed for safety reasons in the IVC locker/shower building.

5. **Board Self-Evaluation**
   Trustee Hayashino reviewed the results of the Board Self-Evaluation, a 32-question written survey. She noted that the overall score was above average and that many positive statements were made in the comments section.

   The Study Session (open session) was recessed at 4:30 p.m. by Board President Treanor.

**B. Closed Session**

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

   Board President Treanor reconvened the meeting of the Board of Trustees of the Marin Community College District at 4:35 p.m. in the SS A&B conference room on the Kentfield campus. All publicly elected Trustees were present except Trustee Long, who arrived at 4:40 p.m., and Trustee Kranenburg, who arrived at 5:15 p.m. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, Larry Frierson, and Armond Phillips were also in attendance.

   M/s (Hayashino/Moore) to approve the agenda as presented. The motion passed unanimously (5-0).

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

   The closed session recessed at 6:35 p.m.
C. Regular Meeting

1. Reconvene in Open Session

   The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:40 p.m. in the Deedy Staff Lounge on the Kentfield campus by Board President Treanor. She announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present, including Student Trustee Tam.

2. Approval of Minutes and Report of Closed Session

   Ms (Hayashino/Tam) to approve the minutes of the October 9, 2007 Board meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

   Board Clerk Kranenburg 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

   Len Pullan asked the Board to support the regraveling and repair of parking lot 13 on the Kentfield campus. A copy of his statement is attached to the minutes as part of the official record.

   Ira Lansing, UPM President, encouraged the Board to endorse Proposition 92, the Community College Initiative.

   The following individuals expressed their displeasure to the Board with the lack of progress in CSEA negotiations and the reclassification process: Karen van Kriedt, Dee Fraites, June Yokell, Susan Scott, Markee Leos, Patricia Torres, and Jo Mullenburg. Copies of the statements of Ms. van Kriedt, Ms. Yokell, and Ms. Mullenburg and a letter read by Ms. Fraites are attached to the minutes as part of the official record.

   Trustee Dolan left the meeting at 7:00 p.m. and returned at 9:10 p.m.

4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions

      None.

   b. Legislative Report.

      Board President Treanor referred Board members to the CCLC Legislative Report in their Board packets.

   c. Committee Chair Reports

      Board President Treanor reminded the Trustees that the Board organizational meeting will take place on December 11. She congratulated Trustees Long, Kranenburg, and Hayashino on their reelection and expressed appreciation to Trustee Moore for his contributions during difficult and challenging times. She congratulated Trustee Brockbank on his election to the San Rafael City Council and thanked him for his 18 years of service to the COM Board. Staff were directed to check with legal counsel and the Marin County
Office of Education to find out the process we need to follow to fill the vacant Trustee position resulting from the resignation of Trustee Brockbank.

d. Individual Reports and/or Requests
   None

e. CEO Report to Board on WASC Compliance
   President White distributed a handout entitled “Rubric for Evaluating Institutional Effectiveness” (copy attached) and explained that it is an evaluation tool that will be used by the Accrediting Commission to see if schools are improving in program review and student learning outcomes. She reported that the visiting team would be on campus on November 8.

f. CEO Report to Board on Compliance with Grand Jury Recommendations
   Dr. White reported that she learned in a recent conversation with Ken Howard that the Grand Jury received our response last July but have not yet posted it on their website, as they are still reviewing it.

g. Discussion of Board Officers
   Trustees Kranenburg, Hayashino, Long, and Teperman expressed interest in serving as Board Officers next year.

5. Chief Executive Officer’s Report
   Dr. White called the Board’s attention to her report in their packets. She encouraged the Trustees to write a check in support of Prop 92 and to attend a dinner on November 14 in San Francisco in support of that state initiative. President White reported that College of Marin hosted approximately 400 7th and 8th grade students at the Peer Summit, a conference spearheaded by the Marin County Office of Education and several non-profit organizations. The students were proud to be able to come to a college campus, and the organizers hope to continue this partnership with College of Marin.

a. Staff Reports

1) Bolinas Task Force Update
   President White introduced Bill Syedman, chair of the Bolinas Task Force, who reviewed the Bolinas Task Force Update in the Board packets. Board members thanked Mr. Syedman and the task force for their work. Dr. White stated that she will check with legal counsel and come back to the Board with recommendations in December.

Dr. White introduced Diana Verdugo, our new Director of Noncredit & ESL, Community & Contract Education.

2) COMet Update
   Al Harrison, Vice President of College Operations, referred the Board to the COMet update in their packets. He stated that the impact of increased work load on the staff has reached a “crunch” stage and is being examined and evaluated.

3) Modernization Update
   V-Anne Cherneck, Director of Modernization, reviewed the modernization action
4) **Sustainability Update**
Modernization Director Chernock called the Board's attention to the Sustainability Update in their Board packets. This monthly report will be added to Board meeting agendas.

President White announced that Hoa-Long Tam, Patrick Kelly, Phil Kranenburg, Don Flowers, and V-Anne Chernock (on an advisory basis) have agreed to serve on the President’s Climate Commitment Task Force. The two tangible actions to be implemented by the District are: adopting an energy-efficient appliance purchasing policy and encouraging use of and providing access to public transportation.

5) **Program Review Update**
Anita Martinez, Vice President of Student Learning, thanked the Phase I Program Review participants and introduced Yolanda Bellisimo, who complimented the participants on their high quality work and introduced the presenters:
- Carol Adair – Basic Skills English
- Sara McKinnon- ESL
- Michael Dougan – Journalism
- Roz Hartman – Nursing
- Anita Martinez – Technology Work Plan
- Patricia Torres – Testing

(Copies of the Multimedia Studies Program Review Executive Summary and Sara McKinnon’s ESL Program Review Report to the Board are attached.)

Ms. Bellisimo reported that the Institutional Planning Committee will start ranking needs and making recommendations to the Budget Committee based on program review results.

Board members and Dr. White thanked everyone involved in the program review pilot process for their time, energy, and outstanding work.

6) **Enrollment Update: Basic Skills Initiative**
Susan Andrien, Director of Learning Resources, referred the Board to her report on the Basic Skills Initiative (BSI) in their Board packets. She reported that Chancellor Woodruff is making BSI her top priority in her interim year.

6. **Academic Senate Report**
Yolanda Bellisimo, President of the Academic Senate, stated that she has been reviewing statewide demographic data for community colleges and studying the state of our transfer programs at College of Marin. As a result, she has concluded that if we want to increase our student population, we should focus on the students who have already made a commitment to come here (non-credit, basic skills, ESL, and community education students) rather than “chasing after phantom students hiding somewhere in this county.” A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. **Classified Senate Report**
Kathleen Kirkpatrick, Classified Senate President, reported on the Classified Senate’s
priority goal to raise awareness about disaster preparedness among faculty and staff. A copy of Ms. Kirkpatrick’s statement is attached to the minutes as part of the official record.

8. Student Senate and Student Association Report
Student Senate President Tam stated that the Student Senate believes that every student should have a chance to succeed. He further stated that we can recruit hundreds of students, but that if people aren’t passing classes, we’re not serving students.

Vice President Martinez announced that Nick Chang, Interim Dean of Student Development & Special Services, will present a report on retention at the next Board meeting.

9. Board Study Session
a. Energy Audit
Al Harrison, Vice President of College Operations, referred the Board to his report on the California Energy Commission Energy Partnership Program in their Board packets. He explained that he wants the Board to be comfortable with this program before it comes to the Board for a vote.

10. Items for Possible Future Board Agendas (5 minutes)
   a. Shared Use Agreement – Sustainable Horticulture Program at IVC
   b. Ground Lease with Marin County Sheriff’s Department (2008)
   c. Five-Year Scheduled Maintenance Plan (December)
   d. Adoption of Board of Trustees 2008 Meeting schedule (December)
      Board members reached consensus on holding the March, May, October, November and December Board meetings on the 2nd Tuesday of the month.

11. Consent Calendar Items (Roll Call Vote)
    M/s (Long/Brockbank) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote (7-0) plus an advisory aye vote by Student Trustee Tam.

   A. Calendar of Upcoming Meetings & Other Special Events

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

      | Date       | Event                                      |
      |------------|--------------------------------------------|
      | December 11| Board Holiday Dinner – 5:00 p.m., Pacific Cafe |
      | December 11| Organizational and Regular Meetings – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield |

   Other Special Events:

   - Tuskegee Airmen Congressional Medal Ceremony and Memorabilia Exhibit – November 11, 3:00 to 5:00 p.m., Fine Arts Theatre Building, Kentfield
   - ASCOM Sponsored Thanksgiving Lunch – November 13, 11:30 a.m. to 1:00 p.m., Internet Café, Indian Valley Campus
   - ASCOM Sponsored Holiday Dinner/Toy Drive – November 15, 5:30 to 7:00 p.m., Kentfield Cafeteria
CCLC Annual Convention, November 15-17, San Jose Fairmont

Marin Economic Commission Eighth Annual Awards of Excellence Luncheon, November 16, 11:30 a.m. to 1:30 p.m., Embassy Suites Hotel, San Rafael

All Campus Holiday Party – December 13, 4:00 to 7:00 p.m., Willie’s Café, 799 College Avenue, Kentfield

Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton

College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield Campus Lawn

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

C. Educational Management Personnel Recommendations
   1. Appointment and/or Change of Educational Management Personnel

D. Short-Term Hourly Positions

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

F. Warrant Approval

G. Declaration of Surplus Property – Miscellaneous Equipment

12. Other Action Items:
   A. M/s (Kranenburg/Hayashino) to Approve College of Marin Unfunded Liability Funding Plan (with the addition of “to be approved by the Board” to the end of #3 of the plan). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

   B. M/s (Kranenburg/Hayashino) to Approve Authorization to Proceed with Bid to Repair IVC Pool Lockers/Showers. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

   C. M/s (Brockbank/Hayashino) to Reject Second Tort Claim – Pamela Mize-Kurzman. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

   D. M/s (Brockbank/Tam) to Approve Resolution Authorizing Destruction and/or Disposal of Fiscal Services and College Operations Records.
The motion passed unanimously by a roll call vote of 7-0 (plus an advisory aye vote by Student Trustee Tam).

E. Modernization (Measure C)
   1. M/s (Brockbank/Long) to Approve Resolution Certifying the Final Environmental Impact Report for the Kentfield Campus. The motion passed by a roll call vote of 6-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.
   2. M/s (Moore/Long) to Approve Resolution Certifying the Final Environmental Impact Report for the Indian Valley Campus. The motion passed by a roll call vote of 6-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.
   3. M/s (Tam/Brockbank) to Approve Measure C Bond Program Furniture Procurement – Kentfield & Indian Valley Campuses Piggyback Contract with Foundation for California Community Colleges (FCCC). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   4. Designation of Specific Materials, Products, Goods or Services on Bond Project
      a. M/s (Hayashino/Tam) to Approve Designation of TMP Services Co. – DSA-Certified Access Ramps for Portables – PE Complex Portables Project (#850F). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   5. Award/Approve Professional Services Agreements/Amendments
      a. M/s (Hayashino/Brockbank) to Approve Campus Corner (DSPS/Health Services Relocation - #850G) Design Services HKIT Amendment #4. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      b. M/s (Long/Hayashino) to Approve Parking Lot-Bioswale (#401B) & Pathways (#413A) Transportation Tech Complex (#402A) Campus Corner (DSPS/Health Services Relocation - #850G) Alfa Tech Cambridge Group Amendment #13. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      c. M/s (Kranenburg/Tam) to Approve Geothermal Fields Kentfield & IVC (#305B & #417B) and Parking Lot-Bioswale (#401B) Campus Corner (DSPS/Health Services Relocation – #850G) - Civil Engineering Services CSW/Stuber Stroeh Engineering Amendment #13. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      d. M/s (Long/Hayashino) to Approve New Fine Arts Building Project (#306C) – Equipment Specialist Services Marcy Wong Donn Logan Architects Amendment #3. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
      e. M/s (Moore/Brockbank) to Approve Fire Mitigation (#418A) & Shade & Greenhouse Structure (#850C) Arborist Services Moritz Arboricultural Consulting – New Short-Form
Professional Services Agreement
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

f. M/s (Kranenburg/Brockbank) to Approve PE Complex Portables (#850F) & Geothermal Fields
Kentfield & IVC (#305B & #417B)
GeoTech Utility Locating LLC – New Short-Form Professional Services Agreement.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

6. Approve Procurement Purchase Agreement
a. M/s (Hayashino/Kranenburg) to Approve PE Complex Portables (#850F)
TMP Services, Inc. Purchase Agreement.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

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

8. Contract Ratification
a. M/s (Brockbank/Kranenburg) to Approve POMO 4 Roof Replacement (#402B)
Western Roofing Service – New Construction Contract.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

b. M/s (Long/Kranenburg) to Approve Performing Arts Modernization (#306A)
Sensible Environmental Solutions, Inc. – New Short-Form Professional Services Agreement.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

c. M/s (Hayashino/Brockbank) to Approve Austin Science Center Roof Repairs (#850E) – American Services Co.
New Construction Contract.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

9. Approve Project/Authorize Bidding
a. M/s (Kranenburg/Brockbank) to Authorize Bidding for Geothermal Field Kentfield (#305B) & Site Development Utilities Kentfield (#305C) and Emergency Utility Repair Services Associated with Kentfield Geothermal Field Work.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

b. M/s (Kranenburg/Tam) to Approve Project and Authorize Bidding - Geothermal Fields Kentfield & IVC (#305B & #417B).
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
10. Change Orders
   a. M/s (Kranenburg/Hayashino) to Approve Pool Boiler Replacement (#407A)
      Defective Part Replacement/Time Extension/No Cost
      Banner Enterprises, Inc. -- Change Order #1.
      The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.
   b. M/s (Long/Brockbank) to Approve PE Complex Portables (#850F)
      Interior Finishes Change
      Mobile Modular Management Corporation -- Change Order #1.
      The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam.

13. Information Items

14. Correspondence
    Board members were asked to review the correspondence in their Board packets.

15. Board Meeting Evaluation
    None

16. Adjournment
    M/s (Long/Hayashino) to adjourn the meeting in honor of Trustees Brockbank and Moore. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee Tam, and Board President Treanor adjourned the meeting at 9:55 p.m.
Indian Valley Campus
Locker/Shower Rooms
and Deck Wall

November 7, 2007

Background

➤ The Indian Valley Campus Locker/Shower Building is approximately thirty years old.

➤ In 2000, a study of the building identified deterioration in the shower area.

➤ The original design of the locker/shower area appears to have been inadequate. Ceramic tile was installed over standard sheetrock rather than over waterproof sheetrock or other waterproof membrane.
Background (continued)

➢ Maintenance staff have completed some in-house repairs, including rebuilding portions of deteriorated walls.

➢ The scope of the problem however has increased and further discovery is necessary to determine the total extent of damage.

Locker/Shower Problems

➢ Water is migrating through the grout, causing deterioration of the sheetrock wall and support members.

➢ Sections of the walls can easily be pushed in and tiles have fallen off the wall and pulled up from the floor.

➢ The walls provide support for a large shower structure that could be in danger of falling depending on the extent of the deterioration.
Problems (continued)

➢ The interior walls are structural and support the ceiling.

➢ Roof appears to be intact and not contributing to the problem.

➢ A termite inspection firm has determined that there is evidence of termites in some areas of the building.

➢ Further investigation is necessary to determine the extent of the damage.
Deck Wall Problems

➢ The wooden portions of the deck wall are also deteriorating.

➢ Failure of the wooden support members will result in large glass panes falling onto the deck or the outside walkway.
Estimated Cost of Repairs

Initial investigation has provided the following estimates based on a worst-case scenario:

**Interior Repairs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men &amp; Women's Showers</td>
<td>$221,025</td>
</tr>
<tr>
<td>Replace Ceilings</td>
<td>27,320</td>
</tr>
<tr>
<td>Replace Shower System</td>
<td>216,778</td>
</tr>
<tr>
<td>Replace Lighting</td>
<td>7,805</td>
</tr>
<tr>
<td>DSA Requirements (ADA &amp; Fire Alarm)</td>
<td>53,000</td>
</tr>
</tbody>
</table>

Total: $526,684

---

**Repair Costs (continued)**

**Exterior Repairs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wind Screen – Option 1 Replace in Kind</td>
<td>$73,989</td>
</tr>
<tr>
<td>Wind Screen – Option 2 Replace with Steel</td>
<td>$35,648</td>
</tr>
<tr>
<td>Repair Outside Gates</td>
<td>$2,384</td>
</tr>
<tr>
<td>Repair Siding South Wall</td>
<td>$19,866</td>
</tr>
</tbody>
</table>

---

8
Repair Costs (continued)

Estimate Totals

With Option 1 $623,103

With Option 2 $584,762

Next Steps

➢ Perform destructive testing of some of the walls, keeping the facility in full operation, to get a better idea of magnitude of problems.

➢ This will allow for a more accurate estimate of the scope of the project and a more representative estimate of repair costs.

➢ Intent is to keep portions of the locker/shower area operational, while repairing other areas, allowing continued use of the pool facilities.
Colleagues---we have only 3 minutes so I will be brief.

My name is Len Pullan. I am a student member of the District Modernization Committee, and the subcommittee on Exteriors and Site, and also on the council of the Associated Students of Emeritus College. With me today is Barbara Tarasoff, president of ASEC.

For many years members of ASEC have been concerned with the unsafe condition of free lot 13. It is unpaved, and full of potholes, a particular hazard when it rains. Last April we met with members of the college administration and of Swinerton management and were told that re-graveling lot 13 would cost $10,000, but that funding was not available---since lot 13 was outside the scope of construction bond C.

We then tried to find a contractor to do this work pro bono, but no success. We also did a car counting survey and proved that everyone now parking in lot 13 could park in adjacent paved lot 12, which is underused. But by now it is November and lot 12 is scheduled to be closed soon for construction of the P.E. complex, which includes installing solar carports on the north half of the lot. So we put this option on hold, till after construction---and re-examined the option of fixing lot 13:

I was puzzled as to why---money was not budgeted under SWING SPACE or RELOCATION COSTS—FUND MEASURE C FUNDED PROJECTS, ITEM 850 A RELOCATION COSTS $3,738,000, of which only $101,259 is now funded.

When lot 12 is closed, people who now park there legally, will have nowhere to park except pot-holed lot 13. Surely, fixing lot 13 to prepare for displaced cars due to construction demands is a legitimate RELOCATION charge. Administration just confirmed this, adding that “there is no prohibition in the bond against it---it’s only a matter of juggling this priority with dozens of others demanding use of bond funds. Stay tuned...”

We believe repairing lot 13 is an item of top priority. $10,000 could not be better spent. We ask for this board’s support.

Thank you.
President Treanor, President White, Members of the Board,

My name is Karen van Kriect and am here as President of CSEA Chapter 196.

Here we are again. We don’t like taking your time, but it feels like we’re up against a brick wall here.

The District continues to try to force us to capitulate and deny our own contractual rights.

Although it’s being argued, a Reclassification process and an Equity Study are not the same things.

The goals for each are different:
1. a Reclassification process makes sure employees are paid for work that they’ve already been doing out-of-class on a regular basis, some for years
2. An Equity Study looks for external and internal parity.

More importantly, we have contracted for both in the CSEA contract. Not for one or the other, but both.

No one has “given” us an Equity Study. It is our guaranteed right by our contract to have one.

No one at the Negotiations Table has said, “The District doesn’t have money for this.”

But I’m sure money is at the bottom of it.

However, I think the District has made plenty of money on the backs of classified staff already.

For one thing, there was no Equity Study, as contracted for, in 03-04. That saved a bundle.

People who might have been placed higher on the salary schedule with that study consequently, were not. That saved a bundle.

Classified staff positions continue to disappear and yet the work does not. That saves the District a considerable amount of money in salaries and benefits.

However, the main issue is that CSEA has contracted for both an Equity Study and a Reclassification process.

And I’m not talking about the 07-08 reclassification process which deadline for application is coming up in Feb. 2008.

I’m talking about the 06-07 reclassification process, the applicants of which have already gone through and evaluation process and either been awarded official acknowledgement that they are eligible for a reclassification, or have been denied.

I want to be clear here.

When I tell you that CSEA is working on an Unfair Labor Practice Charge, I am not threatening you.

This is fact.
I hope you will direct the President and her Negotiations Team to honor our contract and deal with CSEA fairly and honorably.

And one other thing,

The District has promised to pay those promised a reclassification their presumed raise out of the Equity Study retroactive to July 1, 2007.

Meanwhile, the contract states that the Equity Study recommendations will be negotiated in the contract year, or presumably, 2008-09.

When it comes time to repay those identified by the 06-07 reclassification, what are those retro checks going to look like?

Those employees will have to deal with special filings on their taxes.

Payroll will have to spend a lot time figuring out all the ins and outs of these individual raises.

And the college budget will be depleted of a large amount of money in 08-09 which should have come out of the budget in 07-08.

I ask you to thing about.

Once again, thank you.

Thank you.
Hello, my name is June Yokell and I have worked at College of Marin for almost 11 years. I am currently working as an office technician in the Outreach Office. I applied for a reclassification which included documenting work and getting a letter of recommendation by my immediate supervisor.

I, like all the other individuals who applied for reclassification, got my paperwork into the Human Resources Office at the required time which was in February 2007. When I learned that my reclassification had been turned down, I got my appeal documentation in at the appointed time and went to my interviews. I, like every other CSEA member who applied for reclassification spent time and thought preparing documentation and time and thought in interviews.

The District has already spent endless hours arguing about why people who have been approved for reclassification should not be compensated. The District is attempting to interpret the contract to say that they have the right to pick and choose who or if, anyone, who was approved by the reclassification committee, will actually be moved forward. As a Marin County resident I resent that my tax dollars are being spent paying the Dean of Human Resources, her employees and a lawyer to break their word, i.e., our contract, which in case anybody has forgotten, the District signed off on.

What the District is asking CSEA members to do is to capitulate on our contract and agree to an equity study before completing the reclassification process.

CSEA members work hard and want our students, our faculty, our administration, our staff, our college and our community to succeed. But what we don’t want is what we are being asked to do which is to disrespect ourselves, our contributions and our contract. And that is exactly what is being asked of us. We are being asked to accept that it is okay for the District to break its word by breaking the contract which specifies our right to reclassification. We are being asked to accept that it is okay to work on a regular basis above our classification without being rewarded monetarily. We are being asked to take it in the shorts. We are being asked to be disrespected and smiled. We are being asked to go quietly into the night.

Let it be known that we respectfully turn down the District’s request to disrespect ourselves.
I'm here tonight on behalf of my union, CSEA. My name is Jo Muilenburg. I've worked as an Instructional specialist in the English department for over 29 years. I'm one of a team of nine. Seven of us have masters' degrees, one a Bachelor's degree, and one a doctorate in law. Most of us are part-time instructors in the English department as well. In our jobs, we work with all course levels and with all students, including the learning disabled, in the areas of writing, reading-comprehension, literature-analysis and critical thinking. We teach students individually on the page, on screen in the Online Writing Center, and in person in classes or the Writing Center. For decades much of our work has been centered around helping our remedial students acquire Basic Skills, a topic that's receiving much attention lately.

I've come tonight because I want to share with you two very magical things, things that may truly amaze you. The first is a magic trick that my colleague Rowena Southard is able to perform. Rowena was going to be here tonight to wave to you from the audience, so that you could connect a face to this incredible feat. But she had to leave campus suddenly this afternoon to take care of a friend after a difficult surgery. Even though she couldn't be here, I think you'll want to hear about her trick. She performs it in the Writing Center, room LC110. Now mind you, she's not the only one on our team who can execute this trick—five others do so regularly, as well. But Rowena performs it especially skillfully, on Thursdays. Before we get started, let me inform you that Rowena is both an Instructional Specialist and a part-time instructor. So as far as magic goes, she is already a hybrid, part classified staff and part faculty.

Let's go on to Thursdays... Rowena arrives for her first shift in the Writing Center at 9:30, and at that time of day she earns about 24 dollars an hour. That's her hourly pay here in her 6th year of employment as a member of the classified staff. Rowena finishes her shift at 11:00 and leaves the room. But she returns to the writing center at 1:30. Mind you, she's wearing the same clothes, she's sitting in the same room, maybe even in the same chair that she occupied two and a half hours before. She's doing the exact same job, teaching students. But now she's called the Instructor of Record and she is employed as a member of the UPM. Her salary is now about 60 dollars an hour. I ask you, is this not magic? We believe that Rowena must have a pair of invisible hats. When wearing the CSEA hat, she is worth about 24 dollars an hour—just short of the starting pay for a meter maid in San Anselmo, by the way—but when she switches hats and works under the flag of the faculty union, she's worth more than twice that. How can this be?

Someday we in CSEA hope to catch Rowena in the act of changing hats, so that we can figure out how to become worth several times our pay while doing the exact same job.

Is there something just inherently unmagical about being part of the classified staff? Are we underpaid just because we are in CSEA? If you look at the Instructional Specialists in the English department, you have to wonder. Despite the college education and high level of expertise required to do our work, despite the responsibility we bear and the critical role we play in implementing curriculum and helping students acquire core
skills, despite all of these factors, our positions are placed on the salary scale at range 13, out of a possible 26 ranges. The starting pay for a full time worker in our position is $26,974. A full time specialist staying to the five-year marker would earn $32,680—a yearly salary less than the hard-working custodian in our building makes. I am, just to note, at the highest salary step in our union, step EZ. The full time pay for my contractual position, after 29 years on the job, is $39,052. I leave it to you to ponder these salaries, in the Marin County of 2007.

How are our salaries kept so low? One area to look at is our job descriptions, and the stated educational requirement. According to the District, persons in our instructional positions would need to have completed only 2 years of college course work in order to qualify. But no one with that level of education could begin to do our jobs. A master's degree is preferable—indeed, 90% of our staff have a master's—but a Bachelor's degree would be an absolute minimum.

This brings me to the second magic trick I promised you. Have you ever heard of the faculty of the English Department being entirely in agreement on anything? Well, I am holding in my hand proof of the fact that they can and sometimes do agree. I want to distribute to you copies of a petition signed by every single member of the faculty of the English department, attesting to the absurdity of the stated educational requirement for our positions. I hope you will read over it carefully. It is time, it is way past time, that our instructional team got their due. But we are not the only ones who deserve much better. Stories and accounts like this pervade our union.

Everything, it would appear, is about money, and the district's attempt to save it. And certainly we can appreciate that the District must be prudent and careful with the money that it has. Yet when it comes to negotiations, we are told over and over that the District has no money, that our money has been spent on other more important things. But what is more important than equitably and fairly compensating the very workers who make the college run, who make it what it is? In the hierarchy of the District, the work of our union members is valued nearly at the bottom, even though the jobs our members perform are among the most crucial—the college couldn’t operate without us, and students couldn’t succeed without us. Our worth, the value of what we do, is indisputable. It doesn’t need to be argued or proved over and over again.

I’m here tonight because we need a Board that can stand firmly for what is right, what is equitable, what is ethical, regarding the workers in our union. We need a board that will speak up to the obvious inequities and take part in seeing that they be repaired. I hope that you are that Board, and that we can see evidence of that over these next few weeks. Thank you for your time.
October 29, 2007

To whom it may concern:

We, the undersigned faculty of the English Department at the College of Marin, wish to register our opinion on an important matter pertaining to the Instructional Specialists of the English Department.

The Instructional Specialists are working under a job description that requires only two years of course work at an accredited college or university as the educational requirement for their jobs.

The level of work and duties that ISs encounter in their jobs could not be adequately performed by someone without at least a Bachelor’s Degree, preferably in English, English Composition, or the Humanities. A Master’s Degree would be preferable, with accompanying prior work experience in the field of teaching or tutoring. The levels of expertise, cognitive complexity, technical skill, and sophistication demanded by this job could not be expected or found in a candidate with only two years of college course work—the equivalent of an AA degree, or less.

The ISs are not only working with students on their writing. They are instrumental in the delivery of curriculum throughout the composition series. They must be expert at all levels, from the very lowest remedial classes, to the highest levels of literature-analysis, argument, and critical thinking. In addition, they must be able to work with the learning-disabled and with English as a Second Language students. A B.A. degree, at the very least, is needed to be prepared to teach at any and all of these levels.

ISs are not just assisting classes or instructors; they are directly and independently teaching: interpreting ideas and concepts; giving guidance and cognitive direction; identifying and explaining logical fallacies; and creating targeted learning sessions, in real time, with individuals and groups of students, etc. This level of expertise may be expected of someone with a graduate degree, but not of someone with only two years of college course work; e.g., a person who had only completed the level of English 120 could not be prepared or eligible to deliver curriculum at the 150, 151, or 155 levels, as those levels would not even have been completed yet. The ISs in the English Department are working out of class. The District is collecting on the educations the ISs actually have, not on the very limited educations they are required to have.

The Instructional Specialists in our department have been working under a misrepresented educational requirement for nearly thirty years. We support and strongly recommend the changing of the educational requirement in their job descriptions to reflect the actual level of education needed to do their jobs. At the very least, this requirement should be a B.A.

Respectfully,

[Signatures]

[Handwritten names]
Last week members of our union learned that during the latest negotiations sessions, at least two people on the District’s team voiced their opinion that the level of education required for a CSEA employee should have nothing to do with the salary range of their position. According to these District team members, the fact that a person would need a college degree to be hired or to perform their job should have no bearing on their salary. When we heard this we were speechless. How can this college – which advertises itself to the public as a place to earn a degree that will ensure a higher salary in the workplace – how can this District possibly argue, behind closed doors, that the requisite of a college degree should have nothing to do with the level of one’s salary?

What would our students think if they heard this, and what would the parents of our students think? Many of these parents do not themselves have a college degree and are struggling to pay tuition money in the firm belief that their children’s AA degree or Bachelor’s degree, that we prepare them to go on and earn, will secure them greater economic opportunities than they themselves had. The District’s reported stance on this issue shocked those of us who heard about it. Such an attitude truly degrades this institution’s purpose and commitment, it degrades the workers in our union, and it betrays the students we serve in good faith.

11.08.07

Hi Barry,

This is the text of what I said to the Board last night on behalf of another member who could not attend.

Thank you,

Dave
### Rubric for Evaluating Institutional Effectiveness – Part I: Program Review

(See attached instructions on how to use this rubric.)

<table>
<thead>
<tr>
<th>Levels of Implementation</th>
<th>Characteristics of Institutional Effectiveness in Program Review</th>
</tr>
</thead>
</table>
| **Awareness**            | • There is preliminary investigative dialogue at the institution or within some departments about what data or process should be used for program review.  
                           • There is recognition of existing practices and models in program review that make use of institutional research.  
                           • There is exploration of program review models by various departments or individuals.  
                           • The college is implementing pilot program review models in a few programs/operational units. |
| **Development**          | • Program review is embedded in practice across the institution using qualitative and quantitative data to improve program effectiveness.  
                           • Dialogue about the results of program review is evident within the program as part of discussion of program effectiveness.  
                           • Leadership groups throughout the institution accept responsibility for program review framework development (Senate, Admin, Etc.).  
                           • Appropriate resources are allocated to conducting program review of meaningful quality.  
                           • Development of a framework for linking results of program review to planning for improvement.  
                           • Development of a framework to align results of program review to resource allocation. |
| **Proficiency**          | • Program review processes are in place and implemented regularly.  
                           • Results of all program review are integrated into institution-wide planning for improvement and informed decision-making.  
                           • The program review framework is established and implemented.  
                           • Dialogue about the results of all program reviews is evident throughout the institution as part of discussion of institutional effectiveness.  
                           • Results of program review are clearly and consistently linked to institutional planning processes and resource allocation processes; college can demonstrate or provide specific examples.  
                           • The institution evaluates the effectiveness of its program review processes in supporting and improving student achievement and student learning outcomes. |
| **Sustainable Continuous Quality Improvement** | • Program review processes are ongoing, systematic and used to assess and improve student learning and achievement.  
                                             • The institution reviews and refines its program review processes to improve institutional effectiveness.  
                                             • The results of program review are used to continually refine and improve program practices resulting in appropriate improvements in student achievement and learning. |
### Rubric for Evaluating Institutional Effectiveness – Part II: Planning

(See attached instructions on how to use this rubric.)

<table>
<thead>
<tr>
<th>Levels of Implementation</th>
<th>Characteristics of Institutional Effectiveness in Planning</th>
</tr>
</thead>
</table>
| **Awareness**            | • The college has preliminary investigative dialogue about planning processes.  
                           • There is recognition of case need for quantitative and qualitative data and analysis in planning.  
                           • The college has initiated pilot projects and efforts in developing systematic cycle of evaluation, integrated planning and implementation (e.g. in human or physical resources).  
                           • Planning found to only some areas of college operations.  
                           • There is exploration of models and definitions and issues related to planning.  
                           • There is minimal linkage between plans and a resource allocation process, perhaps planning for use of “new money.”  
                           • The college may have a consultant-supported plan for facilities, or a strategic plan. |
| **Development**          | • The institution has defined a planning process and assigned responsibility for implementing it.  
                           • The Institution has identified quantitative and qualitative data and is using it.  
                           • Planning efforts are specifically linked to institutional mission and goals.  
                           • The Institution uses applicable quantitative data to improve institutional effectiveness in some areas of operation.  
                           • Governance and decision-making processes incorporate review of institutional effectiveness in mission and plans for improvement.  
                           • Planning processes reflect the participation of a broad constituent base. |
| **Proficiency**          | • The college has a well-documented, ongoing process for evaluating itself in all areas of operation, analyzing and publishing the results and planning and implementing improvements.  
                           • The institution’s component plans are integrated into a comprehensive plan to achieve broad educational purposes, and improve institutional effectiveness.  
                           • The Institution effectively uses its human, physical, technology and financial resources to achieve its broad educational purposes, including stated student learning outcomes.  
                           • The college has documented assessment results and communicated matters of quality assurance to appropriate constituencies (documents data and analysis of achievement of its educational mission).  
                           • The institution assesses progress toward achieving its education goals over time (uses longitudinal data and analyses).  
                           • The institution plans and effectively incorporates results of program review in all areas of educational services: instruction, support services, library and learning resources.  
                           • Program review processes are ongoing, systematic and used to assess and improve student learning and achievement. |
| **Sustainable Continuous Quality Improvement** | • The institution uses ongoing and systematic evaluation and planning to refine its key processes and improve student learning.  
                                            • There is dialogue about institutional effectiveness that is ongoing, robust and pervasive; data and analyses are widely distributed and used throughout the institution.  
                                            • There is ongoing review and adaptation of evaluation and planning processes.  
                                            • There is consistent and continuous commitment to improving student learning; and educational effectiveness is a demonstrable priority in all planning structures and processes. |
<table>
<thead>
<tr>
<th>Levels of Implementation</th>
<th>Characteristics of Institutional Effectiveness in Student Learning Outcomes</th>
</tr>
</thead>
</table>
| Awareness                | • There is preliminary, investigative dialogue about student learning outcomes.  
                             • There is recognition of existing practices such as course objectives and how they relate to student learning outcomes.  
                             • There is exploration of models, definitions, and issues taking place by a few people.  
                             • Pilot projects and efforts may be in progress.  
                             • The college has discussed whether to define student learning outcomes at the level of some courses or programs or degrees; where to begin. |
| Development              | • College has established an institutional framework for definition of student learning outcomes (where to start), how to extend, and timeline.  
                             • College has established authentic assessment strategies for assessing student learning outcomes as appropriate to intended course, program, and degree learning outcomes.  
                             • Existing organizational structures (e.g. Senate, Curriculum Committee) are supporting strategies for student learning outcomes definition and assessment.  
                             • Leadership groups (e.g. Academic Senate and administration), have accepted responsibility for student learning outcomes implementation.  
                             • Appropriate resources are being allocated to support student learning outcomes and assessment.  
                             • Faculty and staff are fully engaged in student learning outcomes development. |
| Proficiency              | • Student learning outcomes and authentic assessment are in place for courses, programs and degrees.  
                             • Results of assessment are being used for improvement and further alignment of institution-wide practices.  
                             • There is widespread institutional dialogue about the results.  
                             • Decision-making includes dialogue on the results of assessment and is purposefully directed toward improving student learning.  
                             • Appropriate resources continue to be allocated and fine-tuned.  
                             • Comprehensive assessment reports exist and are completed on a regular basis.  
                             • Course student learning outcomes are aligned with degree student learning outcomes.  
                             • Students demonstrate awareness of goals and purposes of courses and programs in which they are enrolled. |
| Sustainable Continuous Quality Improvement | • Student learning outcomes and assessment are ongoing, systematic and used for continuous quality improvement.  
                                         • Dialogue about student learning is ongoing, pervasive and robust.  
                                         • Evaluation and fine-tuning of organizational structures to support student learning is ongoing.  
                                         • Student learning improvement is a visible priority in all practices and structures across the college.  
                                         • Learning outcomes are specifically linked to program reviews. |
ESL Program Review Report to the Board of Trustees of the College of Marin

Program Review for ESL was undertaken by myself (Sara McKinnon) for noncredit, Blaze Woodlief for credit and Dionna Leung for the IEP. Program Review for ESL was a labor of love and hope – love for our students and staff – hope for your continued and expanded support for this growing program, its students and largely part-time faculty. We worked very very hard on this review and hope that you will all read the entire document and not just the summaries in your board packets.

If you do, you will find that there is an excellent long-standing Intensive English Program housed at IVC which has struggled to keep its head above water since 9/11 and visas for F-1 students were harder to come by. It desperately needs funds for advertising, recruiting and better online visibility.

Noncredit ESL, on the other hand, has grown by leaps and bounds. The immigrant population of Marin is growing both in central Marin and in North Marin. San Rafael School District reports 34% of its K-8 grade students and 49% of San Rafael High School Students are Latino. The Novato Unified School District reported in May 2007 that over 20% of its students come from non-English speaking homes. Increased ESL offerings at IVC would be an excellent strategy for building IVC’s eventual credit student population. By offering educational opportunities to the parents and other adults, one effects a change not only in their lives but also in the lives of their children and future generations. It opens a door for parents to better their lives, to model to their children the value of continued education and the value of College of Marin in their lives now and in their children’s future.

Program Review for both credit and noncredit ESL has shown that our students progress through the noncredit – credit ESL program sequence and on to credit and vocational programs. Over the last 3-4 years ESL has revised and fine-tuned its course offerings creating a vibrant bridge from noncredit level 40 to credit level 50. Between 1999 and 2002, 24% of noncredit students moved into the credit ESL program. This has increased to 66% between 2004 and 2007.

While noncredit has a dedicated coordinator, Credit ESL has been somewhat rudderless since the loss of our FT director. ESL does have a new director now, but her duties are stretched across several large areas. Credit ESL needs a faculty chair to tend to day-to-day issues, advocate for ESL at chair meetings and coordinate program development.

With more support in terms of counseling, advising and program coordination for both credit and noncredit, we will be able to do even better. Noncredit ESL adds between 1500 and 1800 students to College of Marin’s unduplicated headcount each semester. This shows a 100% growth since 2001. We’ve seen a 25% growth in our offerings over the last year and yet Noncredit ESL has NO full-time faculty. While part-timers across the board at the college are waiting less and less patiently for full time positions to open up, ESL has not had a FT hire since 1992 and there has never been one assigned to noncredit. Part-time ESL instructors teach the equivalent of 10 full-timers. There is no means in the contract to even negotiate for noncredit ESL. In fact, we have been told that the district’s position is that, by law, you do not even have to negotiate it. This is unfair. We hope you will address this extraordinary inequity in one of the college’s biggest programs soon.

--Sara McKinnon, ESL
November 7th, 2007
Multimedia Studies Executive Summary

A. Program Definition
The broad use of the term multimedia over time and the limitations assigned to the contemporary technology-based definition, often results in an interpretation of "multimedia" that is intimidating, or worse yet-unnecessary. To combat these discrepancies, the Multimedia Studies (MMST) program at College of Marin has strived to have courses and a program that provide outcomes for creative students that are professional, cutting-edge, and relevant for their objectives.

B. Students Served
The Multimedia Studies program at College of Marin serves a wide-range of students.

Career/Workforce Training for working professionals that are seeking to:
- Begin a creative career in design and the digital arts
- Switch to a creative career in design and the digital arts
- Expand their current artistic or design skills and techniques
- Update existing skills to meet the employment demands for creative professionals

High School Matriculation for Marin County high school students, with:
- Articulation agreements with every high school in Marin County
- Block schedules for articulated courses (4-7 pm Monday -Thursday, and Saturday)
- Appropriate project based courses and content in Game Design, 3D Art, Video and Web Design
- Coordinated courses scheduled for Spring 2008 for San Marin High students

Transfer Courses for students planning to continue their education in design or digital arts, MMST has:
- Transfer courses as the major to a number of CSUs
- Educational skills using multimedia and the digital arts for advanced degree students
- Recently developed MMST courses for additional CSU/G/etc/UC transfer
- Career Certificates with the same rigor as the AS degree

C. Research Questions
During the last three years, the most important concerns have been initiated by student questions that have prompted broad surveys of students within the Multimedia Studies program.

Questions surveyed:
1. What courses should be offered?
2. When should MMST courses be offered?
3. Which courses need additional levels?
4. How complex MMST courses be repeated?
5. Will these courses be expanded into a full certificate or degree?

Answers and outcomes of surveyed questions:
1. Game Design, Graphic Design, Web Design and Video courses
2. Schedule blocks that serve full time students, working students, and high school students.
3. More Game Courses, 3D beginning to advanced, Photoshop, and Web related courses.
4. Any MMST course may be repeated after 2 years by submitting a petition.
5. For the past 6 years students have repeatedly requested a Graphic Design program. Students have been requesting a complete Game Design program for career and transfer, for the last 2 years.

1 MMST was the first program to correct its repetition problems to meet Title V compliance.
2 No additional Game courses have been added due to the lack of units and the hiring freeze. Graphic Design would be a strong, viable program for the creative community of Marin County.
D. Major Findings

1. A high percentage of MMST students are degree track (both four-year and advanced degrees)
2. MMST has the highest percentage of its MMST FTES obtaining degrees and certificates at COM
3. MMST has an excellent Rate of Return with the highest enrollment to Teaching Unit ratio at COM
4. MMST has the highest percentage of degrees and certificates in enrollment at COM
5. MMST has been the most proactive program in maintaining Title V compliance

E. Future Needs

A Realistic Budget for Annual Instructional Expenses—above $0
The last two years the Multimedia Studies program has been allocated zero dollars ($0) for on-going instructional expenses such as software and hardware, including updates, repairs and maintenance.

Technology should be purchased at the district level (not the departmental or discipline level)
1. District level can determine college-wide use to yield best pricing within fiscal budget cycles
2. Most of the software required for our students, is also a necessity for staff to perform their jobs
3. More and more of what is required for MMST classes is requested by faculty, college-wide
4. The Foundation for Community Colleges for reduced pricing
5. The greater the quantity purchased at a single time exponentially decreases cost
6. Hardware for classrooms and student labs should be cascaded by need (e.g. high technology for career science courses for first cycle, reused by library and humanities for second cycle, testing and open labs for third cycle, etc.)
7. Distribution of hardware and software purchases by the Technology Committee and the Equipment Committee

Soft expenses such as printing supplies are (and should be) covered via Student Materials Fees associated with the appropriate course.

Commitment of units for required Courses
1. Necessary units to run all MMST courses as outlined in the Blueprint to meet students needs for certificates and degrees.
2. To offer the MMST Internship “capstone” course once a year to complete degree requirement and maintain a working relationship within the Marin business community.
3. Additional units to offer courses that would continue to support student interest in important, emerging areas of study such as additional courses in Game Design.

F. Program Review Hurdles

Lack of Additional Data other than the limited College of Marin DQD data
1. Review process is still in its infancy—fragmented with lack of direction by MCCD
2. Clear district/college intent and objectives for success assessment of COM programs in review
3. Planned budget allocations for success of programs and courses in current inventory
4. Same ineffective data we have used for Discipline Reviews
5. There is not adequate data for well-informed decisions:
   - Student objectives at College of Marin—at time of entry and more importantly at time of exit
   - Tracking Student Alumni—not just graduates, but all students
   - The District needs current, reflective data that is a snapshot at any point of time about enrollment

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3 The first program to clean-up repeatability, repeatedly update its TOP Codes, and maintain the status of its degree and specialty options within the state inventory.
Remarks to the Board of Trustees:
November 7, 2007

I have been reviewing state wide demographic data for community colleges and studying
the state of our transfer programs here at the College of Marin. These two somewhat
divergent interests have converged for me in what I can only think of as a troubling
concern that we have misplaced our focus on increasing student enrollment by mining
some yet untapped community in Marin.

If we are interested in increasing our student population we should focus on the students
who have already made a commitment to come here – our non credit, basic skills, ESL,
and community education students who are quite possibly the most important source of
future credit students that we have.

In looking at the state wide figures for community colleges, we know that, since 2003
there has been a decline in first time students, while returning students are increasing in
number. The sheer volume of high school graduates is declining across the state.
However, students who come to the community college, take courses, leave and come
back with a renewed interest in completing a transfer, occupational, or degree program
are doing so in greater numbers.

Another source of change state wide is the fluctuation in the ethnic groups that take
advantage of community colleges. From 2002 to 2007 there has been little change in the
percent of Asian and Pacific Islanders who attend community colleges. This applies to
African Americans as well. At the same time, there has been a decrease in the number of
white, non Latino students attending community colleges. This decrease has been almost
perfectly offset by the increase in Latino students. It is the Latino student population that
is growing statewide while others are either stable or declining.

This trend can be seen at the College of Marin as well.

Currently our non credit ESL program has 1,500 students enrolled. These are students
who are not taking credit courses. In addition to the 1,500 enrolled, we have 300 wait
listed for ESL courses.

The courses offered through non credit ESL, Basic Skills, GED and community
education are attractive to students who would not otherwise come to our college. This
does not mean they will only come to our college for non credit. This is a group, who, if
properly prepared can be a vibrant source of future COM graduates and transfers.

Preparation is the key here. A statewide study from 1999-2000 looked at completion
rates for all community college students. This included all students who completed
transfer, degree and occupational programs from the pool who stated that this was their
goal. Completion rates for Asian and Pacific Islander students is 33% - the highest in the
state. For white students the completion rate is 27%. For Latino students it is 18% and
for African American students it is 15%. If we assume that success rates are related to level of preparation upon entrance to college (which it is) this means that our current and future students will need more and better support services and better coordination and oversight of these services if they are to succeed.

These are the issues we need to address in order to bring and keep students in our credit courses.

To make this happen will require a coordinated, mandatory student plan and intervention strategy. We need to provide, in a timely fashion, orientation, assessment, placement, prerequisites, and a compliment of courses that suite the schedules of working students and that will move our non credit students into credit programs. We will need to offer a comprehensive set of support services and integrate these support services with instruction, and make sure that students use these services. We need to assess student skills in math and English and place them in courses that are appropriate for their level of readiness so that they have a successful initial experience in college. I think we do a disservice to students if we wait too long to assess them or make assessment optional or allow them to take courses above their skill level.

We also need to promote and advertise the fact that we will and can provide these services. Along with our pledge must come a strong message about what is expected of them in terms of readiness for college and commitment to completing a college program.

The place to start is to inventory what we are doing now, research what other schools do, and study exemplary programs in the state so that we can find models that we could use. We can do this through the Basic Skills Initiative, the Equity and Diversity Committee, the Student Services Committee and Academic Standards. We have the governance structure to put this into action but we need to make this a coordinated effort and a top priority of the college. This will only happen if we focus our resources and attention on this goal and spend less time and resources chasing after phantom students hiding somewhere in this county.

I think the future of this college my well lie with our commitment and service to the already self-defined pool of potential occupational and transfer students currently in our non credit and basic skills classes. Meeting their needs is a quiet and not very sexy success story, but it is a principled one.
Good evening.

The Classified Senate has set raising awareness about disaster preparedness and related training among faculty and staff as a priority goal this year.

As you may know, all government employees are considered Disaster Relief Workers. As such, College faculty and staff may be required to stay on site in the event of an emergency or be called in from home to help with relief efforts.

The recent fires in Southern California served to once again bring into focus the importance of having systems in place before an emergency happens. We know that being in Marin we are particularly vulnerable to earthquakes, fires, and floods. As a College we are also at risk for serious criminal incidents as Virginia Tech. so tragically illustrated.

It is essential that all our employees have the information they need to protect themselves, our students and our college and are prepared to work with community agencies to provide support when needed. The College will most likely be used as an emergency center in the event of a disaster.

To this end, the Senate is working closely with the College Police Department to provide feedback on how best to raise awareness among all employees, pilot and promote training, and effectively communicate information so that we will be prepared both personally and as a College in the event of an emergency. The goal, as the Chancellor’s Office refers to it, is to make College of Marin “disaster resistant.”

Currently, the Senate is piloting an online ICS (Incident Command System) workshop. ICS is the nationwide response system training that FEMA requires employees of government agencies to have completed in order to access FEMA funds. Several of us have already completed the online ICS workshop and we are now in the process of providing feedback to campus police so all the kinks are worked out and it can be promoted in the most effective way when it is offered to all employees.

Today, the Senate participated in a pilot “Get Ready Marin” workshop presented by Officer Dan Widger of our Campus Police Force. You’ve probably seen the bright yellow “Get Ready Marin” signs posted around the county to promote this 2-hour training workshop for all citizens. “Get Ready Marin” focuses on developing and maintaining personal emergency plans, what to do in the event of a disaster and how to identify and assemble disaster supplies. Since our employees may be asked to stay here or be called into work, it is essential they have the necessary information to develop personal emergency plans for themselves and their families.

At our next meeting, we’ll work with the College Police to develop plans to launch both these workshops college-wide, seek support for employee participation and identify other avenues to raise awareness about these issues among faculty and staff. The Classified Senate also plans to play a central role in ensuring that this is recognized by all constituencies as a college-wide priority.

Thank you.
WHEREAS, California Community Colleges serve 2.4 million students annually through a system of 72 locally established and locally governed community college districts with 109 colleges within a statewide system; and

WHEREAS, California Community Colleges offer a wide-range of opportunities to change lives for the better and improve future prospects through access to higher education; and

WHEREAS Proposition 92, the California Community College Initiative (officially known as the Community College Governance, Funding Stabilization, and Student Fee Reduction Act) would provide the local community colleges with a secure, stable source of funds tied to community college enrollment growth; and

WHEREAS, Proposition 92 has qualified for the February 5, 2008 statewide election; and

WHEREAS, Proposition 92 would reduce student fees to $15 while also restricting the amount and probability of future increases; and

WHEREAS, Proposition 92 would eliminate the possibility of mid-semester fee increases and guarantee that students would have at least 60 days' notice before any fee increase takes effect; and

WHEREAS, Proposition 92 protects the funding for community college districts that are currently funded by “basic aid” provisions as provided in Section 17, Section 76301.5 of the Education Code; and

WHEREAS, Proposition 92 includes provisions in the state constitution for locally elected governing boards accountable to voters and for a statewide autonomous governance structure similar to those in place for K-12, CSU, and UC;

THEREFORE, be it resolved that the Marin Community College District Board of Trustees supports Proposition 92, the Community College Governance, Funding Stability, and Student Fee Reduction Act.

PASSED AND ADOPTED THIS 11th day of December, 2007, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:
I, Frances L. White, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

Frances L. White, Ph.D., Superintendent/President
Secretary to the Board
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Wanden Treanor</td>
<td>President</td>
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<td>Philip J. Krasenburg, Clerk</td>
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<td>Eva Long, Ph.D., Member</td>
<td>Member</td>
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<td>James Nunneth, Ph.D., Member</td>
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<td>Carole Hayashino</td>
<td>Vice President</td>
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<tr>
<td>Barbara Dolan</td>
<td>Member</td>
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<tr>
<td>Hoa-Long Tam</td>
<td>Student Member</td>
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</table>
From: Dennis Smith [mailto:smithd13@aol.com]
Sent: Tuesday, November 27, 2007 5:13 PM
To: Frances White
Subject: Prop 92 protects basic aid districts

Hello Dr. White,

Below is the section of Proposition 92 that protects the funding for community college districts that are currently funded by "basic aid" provisions. The intent of part (b), is to assure that the funding for those districts is to be the greater of "basic aid" or the provisions of Proposition 92.

SECTION 17. Section 76301.5 is added to the Education Code, to read:
76301.5 (a) The Legislature shall allocate to any community college district that does not receive general fund revenues through the community college apportionment because the district's local property tax and student fee revenue exceeds the general revenue calculated for the district in the annual budget act an amount equal to the total revenue that would have been generated by the district if the fee otherwise had remained at the level on the day preceding the effective date of this statute.
(b) This section shall only be effective in years in which the fee prescribed by this chapter is less than the fee existing on the day preceding the effective date of this statute.

Dennis Smith, Secretary Treasurer
California Federation of Teachers

1127 11th Street, Suite 806
Sacramento, CA 95814

916-446-2788 office
916-446-2401 fax

smithd13@aol.com
President's Report
December 11, 2007

Board Policy/Administrative Procedure Revision Project Update
The Board Policy/Administrative Procedure Task Force presented recommended revisions for the Chapter One "Gold Book" Board Policies to College Council on Thursday, December 6. The Academic Senate will also present a recommendation to revise the Board Policy and Administrative Procedure 4230 Grading Symbols that includes the plus/minus grading option. More information regarding this project can be found on the Office of Organizational Development and Planning Web pages (click on "People at Marin" on the College Homepage).

Changes at Extended Opportunity Programs & Services (EOPS)
According to MIS data and current enrollments, EOPS is on its way to a seventh straight year of increased enrollment, with 2% growth just since fall 2006. The more interesting numbers are in the population and ethnic composition changes over the past ten years. Ten years ago our students were, on average, about five years older than they are now. Also at that time, the EOPS program was 65% Caucasian and 35% minorities; today it is the opposite.

Police Training at IVC
The College of Marin is providing space for "Active Shooter" training for all Marin County Law Enforcement Officers. Approximately 250 officers (about 25 at a time) will be training to respond to an "active shooter" situation. By using the College, they will be more familiar with our surroundings in the event they ever need to respond to assist us. Officers will be walking through scenarios and patterns as part of the training.
December 11, 12, 13, 14, and 15
January 7, 8, 9, 10, 11, 12, 16, 16, and 18

Contemporary Opera Marin
Contemporary Opera Marin presents Homegrown 2 - more operas by Marin County composers, Broken Jukebox by COM faculty member Tara Flandreau, and two works by Tiburon composer Ron McFarland, Tansen Donner and his micro opera, The Audition of Molly Bloom. Paul Smith is director of the production. The performances will be in the Fine Arts Building on Friday, January 18, and Saturdays, January 17 and 26, at 7:30 p.m. and on Sunday, January 27, at 2 p.m. Admission is $10 general and $5 for students, staff, seniors, and alumni.

Happy Holidays!

A Performing Arts Department combined production of William Shakespeare's A Midsummer Night's Dream will be offered on February 29, March 1, 7, 8, 14, and 15 at 8 p.m. and March 9 and 16 at 2 p.m. in the Fine Arts Theatre. This production will be directed by James Dunn, with musical direction by Tara Flandreau and choreography by Sandra Tanner. It is set to the music of Felix Mendelssohn and will be performed by the COM Orchestra. Tickets are $18 for general and $15 for students, seniors, COM staff, and alumni. For reserved seating, please call the box office at (415) 485-9385.
Marin Community College District
Measure C Bond Modernization Program

Modernization Director's Report to Board of Trustees
December 11, 2007

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves (after this date): $17,789,000
- Expended to date: $25.6 million (9.8% of bond spending plan)
  - Assessment: $5.5 million
  - Planning/design: $17.5 million
  - Construction: $2.6 million

*Note: A mid-program review of the Bond Spending Plan has commenced and will be presented to the Board early in 2008.*

MAJOR PROJECTS BOARD UPDATE/ACTION SCHEDULE

1. TransTech Complex
   - DSA submittal update
   - January 2008
2. IVC Main Building
   - DSA submittal update
   - January 2008
3. Science/Math/Central Plant
   - Design development update
   - January 2008
4. Fine Arts Building
   - Design development update
   - January 2008
5. Performing Arts Building
   - Design development update
   - January 2008
6. PE Complex
   - Contract award
   - January 2008

CONSTRUCTION SCHEDULES (2008 ff.) [major projects are listed in bold]

2008

- Greenhouse KTD to IVC: January – May 2008
- IVC parking lot & bioswale: January 2008 – June 2008
- **KTD PE Complex:** January 2008 – June 2009

*Note: Board authorized $400,000 additional budget to cover solar thermal; source of funds TBD*

- IVC creek erosion mitigation: TBD
- KTD PE Photovoltaics: May – October 2008
- KTD West Bridge: June – October 2008
Marin Community College District
Measure C Bond Modernization Program

- KTD Demo [Dickson, D/L, DSPS]: Summer 2008
- IVC Main Building Complex: Summer 2008 – Fall 2009

Note: IVC Main Building budget overrun, previously reported at $500,000 to $1 million, is now within budget.


Beyond:
- KTD Fine Arts Building: Winter 2009 – Fall 2010
- KTD Performing Arts Building: Fall 2010 – Spring 2012
- KTD Gateway Complex: Summer 2011 – Winter 2013

OTHER INITIATIVES
- Project Stabilization Agreement: District counter-offer sent out November 2008
- Prequalification of contractors: Board approval to be sought January 2008
- Furniture, fixtures, equipment: FF&E project-level budgets being refined
- Swing space/relocation: Budgets and plans being refined
- Campus parking plans: New initiative, target date January 15, 2008
Marin Community College District
Sustainability Initiatives

Report to the Board
December 11, 2007

Environmental Impact Report

Last month the Board certified the Environmental Impact Reports for the Measure C bond program. The Directors of Modernization and Maintenance/Operations, as well as the maintenance supervisor, are working together to isolate and implement mitigation measures for which the District will have primary and/or long-term responsibility.

Presidents Climate Commitment (PCC)

Last month Dr. White announced her planned institutional structure for the COM PCC task force. A meeting of the task force is currently being scheduled.

The first District report to the ACUPCC, due November 15, was submitted on November 8.

LEED

The District met with all architects on November 21 to further refine LEED certification efforts in light of recent discussions with the Board. An updated checklist should be available for Board review in January or February.

Commissioning

An update on commissioning, requested by the Board in November, will be presented by Swinerton at this meeting.

Community Choice Aggregation

M&O Director Bob Thompson has been participating in discussions with Marin County organizations regarding joint power purchases to support local sustainability initiatives. A report on this initiative will be presented at a future date.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
        Frances L. White, PhD.
Subject: Enrollment Management Update

Enclosure(s): one report
1) Partnership Update

BACKGROUND:

We have been providing regular updates to the Board of Trustees on activities related to Enrollment Management. Our primary enrollment management goal is to increase the number of students enrolled at College of Marin in line with one of the Board’s priorities. Tonight’s report focuses on several strategies to address meeting that goal. Staff responsible for the implementation of these strategies will provide additional information during oral presentations.

The first presentation is an update on partnerships at the Indian Valley Campus, knowing that partnership programs often attract students who might not otherwise come to a community college. Such students often come for the partnership program and stay for additional instruction, whether it is concurrent with the partnership program or after it. Nanda Schorske, Dean of Workforce Development and Community Partnerships, will present.

The second presentation follows up on an earlier report to the Board on the Peer Summit, held earlier this fall 2007 semester. Participants in the summit will address the Board.

RECOMMENDATION:

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
## College of Marin Strategic Partnership Development and Enrollment Planning Update

**Update December, 2007**

<table>
<thead>
<tr>
<th>Sector: Allied Health Professions and Nursing</th>
<th>Opportunity/ Objective</th>
<th>Committed and Potential Partners</th>
<th>Funding/Value</th>
<th>Enrollment Impact</th>
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</thead>
<tbody>
<tr>
<td><strong>Location, Adjacencies Learning Community:</strong></td>
<td><strong>POMO</strong></td>
<td>Address Nursing program capacity expansion barriers, including a) faculty pipeline development b) available clinical placements</td>
<td>CCC Chancellors Office</td>
<td>$32,000 retention investment by Workforce Investment Act (WIA)</td>
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<tr>
<td>Medical Assisting</td>
<td>California Institute for Nursing and Healthcare (CINHC)</td>
<td>$30,000 Kaiser Investment in SimCenter Launch</td>
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<td>Phlebotomy</td>
<td>Dominican University</td>
<td>$30K Investment by MGH/NACH in SimCenter Launch</td>
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<td>Medical Simulation Center</td>
<td>Gordon &amp; Betty Moore Foundation</td>
<td>$30K Dominican-For pilot phase</td>
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<td>EMT</td>
<td>Kaiser Permanente</td>
<td>11 Simulation Mannequins from SSU Nursing Program, valued at $ 35,000</td>
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<td>Multimedia</td>
<td>Marin County Health &amp; Human Services</td>
<td>1.5 FTE by Kaiser to support pilot activity for SimCenter</td>
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<td>Projected Simulation</td>
<td>Marin County Emergency Medical Services</td>
<td>1.5 FTE under consideration by remaining Marin Co Hospitals</td>
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<td>Co-enrolled Career Exploration</td>
<td>Marin Community Foundation</td>
<td><strong>Gordon and Bette Moore Fdn. Funded 10/01/07—$200,000 to complete hi-fidelity sim lab equipment January 2008 when Sim Lab Manager is hired by Kaiser</strong></td>
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<tr>
<td>KENTFIELD: Nursing program at Harlan Center will move into new Science Bldg/ Dental Assisting program will move to IVC</td>
<td>Marin COE</td>
<td>Public/private partnership fully funding annual C.N.A. program hosted at IVC serve need for long-term care in-home and at ext’d care communities</td>
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<td>Marin General Hospital</td>
<td><strong>Additional 7-8 nursing students per year supported through staffing clinical experiences for COM students at IVC and increased clinical placements at SimCenter</strong></td>
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<td>Novato Community Hospital</td>
<td>Upgrade of EMT lab at IVC to host Marin Sim Ctr. SY 07-08 center activities to facilitate addition of 24 students per year to regular EMT program</td>
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<td></td>
<td>San Rafael Fire Dept</td>
<td>Projecting additional 24 students/year for local graduating high school seniors in late pm/weekend phlebotomy program</td>
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<td></td>
<td>SRJC/COM Public Safety Partnership</td>
<td>Estimated 4,000 medical and health professionals in Marin County—all needing ongoing skill development for SimCenter sustainability planning—Projecting up to 750 nursing students thru Sim Ctr in 2008</td>
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<td>Sonoma State University</td>
<td>Increase of 24 students/yr in First Aid Training</td>
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<td>Tamalpais/Northern California Presbyterian Homes &amp; Services</td>
<td>12 students/yr in community-supported C.N.A. program</td>
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<td>The Redwoods</td>
<td>Joint application with SRJC to recruit local high school students into public safety programs funded June 2007 for MCCOE to create Public Safety Tech/Prep pathway</td>
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**Final COR Strategic Partnership Development and Enrollment Planning Update Presentation to COM But 121107**
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<tr>
<th>Sector: Multimedia</th>
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</thead>
</table>
| Location, Adjacencies, Learning Community: POMO | State of the Art Technology Center for Students, Professionals and Local Business to use state-of-the-art Multimedia technology for design of simulation technology for instruction and “clean labs” in all program areas, such as: | - Eon Reality  
- State CCC Chancellors Office Economic Development  
- SofTech (Software Engineers Assoc.)  
- Autodesk  
- Orion Partners  
- Marin Builder’s Association  
- Workforce Investment Board of Marin County  
- Marin County Board of Supervisors  
- Novato Unified School District (Focus: Multimedia Academy to launch) | - Eon Reality Match Investment: $100,000+  
- Chancellor’s Investment: $324,000 for Multimedia Hardware and Software  
- Industry-based launch Fall 2005  
- Community-High School Recruitment “Launched” with first of 3 career-day series.  
- School districts funding busses, texts | - Initial cohort of 15 students have been recruited from San Marin MMST Academy and will serve as “ambassadors” for February 2008 high school recruitment career day  
- Student recruitment and orientation activities will take place throughout the year in the Learning Resource and Enrollment Center career and transfer day recruitment will focus on a different career areas at offered at COM.  
- Weekend career orientation “intensives” in career content areas offered to 15-24 targeted potential students to engage, to engage, assistants, advise and enroll students into career/academic cohorts |
<table>
<thead>
<tr>
<th>Sector: Built Environment</th>
<th>Opportunity/ Objective</th>
<th>Committed and Potential Partners</th>
<th>Funding/Value</th>
<th>Enrollment Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center for Sustainable Horticulture</td>
<td>Establish an integrated Sustainable Horticulture and Water Management Program at IVC—Greenhouse scheduled to be erected at IVC Winter 2007</td>
<td>California Landscape Contractors Association, Gardener's Guild, Marin Agriculture Education Alliance, Marin County Board of Supes, Marin Chambers of Commerce, North Bay Council, Marin Builders Association, Marin Conservation Corps, Master Gardeners/UC Extension, Swinerton Construction Mgt</td>
<td>Center for Sustainable Horticulture $33,000 from Board of Supes funded in July to launch program recruiting Fall 2007 Multiyear major new initiative MCF application in dev't for '08-'09 CTE-supported equipment and supplies for expansion of ELND program at IVC Marin Conservation Corps &amp; AmeriCorps program will enhance and support secondary and middle school outreach MCC/COM Joint Use Agreement in negotiation Master Gardeners commit to significant volunteer support to IVC ELND program WaMTEC 1st yr WaMTEC all activities supported by WaMTEC partners, including $5,000 to fund a Summit of Water Tech Leaders who will come on site to advise launch of WaMTEC NMWD researching feasibility with intent to establish station at IVC, $10,000 Weather station—valued at $10,000+ and cost of installation would be responsibility of NMWD Cost of instruction for homeowner and professionals subsidized by water district(s) in-kind match</td>
<td>18 students/semester in the ELND Courses offered F07-F08 12-15 Students added by Cohort each semester of F/T COM students into Sustainable Horticulture Program. Non-Credit Older Adult Gardening Program enr't 20-24 students/sam. WaMTEC WaMTEC short term voc CES water technician certificates enabling the current and potential landscapers will comply with new legislation for irrigation Est'd 20-25 in each 8 wk course</td>
</tr>
<tr>
<td>Sector: Transportation Technology &amp; Introduction to the Construction Trades</td>
<td>Opportunity/ Objective</td>
<td>Committed and Potential Partners</td>
<td>Funding/Value</td>
<td>Enrollment Impact</td>
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</tr>
<tr>
<td>Location, Adjacencies Learning Community: POMO</td>
<td>Development of state-of-the-art training facility licensed to serve as a Toyota technician training facility for incumbents and entrant into the field of automotive technology with skills and knowledge required by industry.</td>
<td>Toyota of Northern California</td>
<td>COM is one of 5 Bay Area CC's Collaborative awarded a Technical Education grant to strengthen the secondary system in auto tech feeding the CC's. $70K will come to Marin</td>
<td>Increase enrollment in Auto Tech and machine metals programs by 10% each year through MCOE and Apprenticeship Council pipeline=increase of 10-15 students in auto programs/year</td>
</tr>
<tr>
<td>Auto Technology</td>
<td>Expand focus of machine metals and welding to include bicycle technology and modern ship-building</td>
<td>Toscalito Tires</td>
<td>Toyota has approached COM to host the &quot;T10&quot; Toyota Tech program</td>
<td></td>
</tr>
<tr>
<td>Auto Collision &amp; Repair Technology</td>
<td>Establish COM Auto Programs as Toyota Tech Center</td>
<td>Independent Garage owners of Marin</td>
<td>COM is in the process of seeking NAETF certification as 1st step required to meet industry standards</td>
<td></td>
</tr>
<tr>
<td>Precision Metals</td>
<td>Establish COM as &quot;center of excellence&quot; in Auto Technology and advanced alternative fuel and transportation technologies</td>
<td>Marin County Office of Education</td>
<td>Community Education Construction Overview Course Provided by and sponsored by Apprenticeship Council to facilitate pipeline development into all trades, including precision metals, welding, auto tech &amp; construction trades</td>
<td></td>
</tr>
<tr>
<td>Welding</td>
<td></td>
<td>Six Marin County HS Auto Programs</td>
<td>$150,000 in Advanced Transportation Technologies (ATT) SB 70 grant awarded to Marin County as part of ATT bay area community colleges collaboration</td>
<td></td>
</tr>
<tr>
<td>Multimedia Projected Simulation</td>
<td></td>
<td>Northern California Apprenticeship Council</td>
<td></td>
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</tr>
<tr>
<td>Environmental Landscape Construction</td>
<td></td>
<td>Explore opportunity to act on student initiative to establish COM alternative fueling station</td>
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<tr>
<td>Co-enrolled Career Exploration</td>
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</tbody>
</table>

*First "Overview to Construction Careers" (OCC) offered through CES Summer '07. 17 Students. OCC students requesting basic skills non-credit course to assist in success for construction careers.*
<table>
<thead>
<tr>
<th>Initiative: Educational Park Partnerships with K-12, other Community Colleges, &amp; Universities</th>
<th>Opportunity/ Objective</th>
<th>Committed and Potential Partners</th>
<th>Funding/Value</th>
<th>Enrollment Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location, Adjacencies Learning Community: MIWOK</td>
<td>• Establish COM as the Marin County extension site for upper division and graduate education programs serving Marin County and residents of neighboring counties. • Establish minimum capacity bandwidth to connect college and university programs as added benefit to COM students and potential students. • CARES Association assist Early Childhood Educators to complete Bachelor’s Program assisted in ECE College Days attracting 80+ students for COM English Testing. • NUSD Early Bridge to College to increase enrollment of NUSD students &amp; grads</td>
<td>• San Francisco State University • Dominican University of California • Sonoma State University • Career and Academic Advisory Boards of the College of Marin related to the specific program – e.g. the ECE Advisory Board linked with the COM ECE/SFSU CAD program. • Marin Community Foundation (MCF) • All High Schools of Marin County • Marin County Office of Education—County Schools and ROP, including the Marin School-to-Career Program</td>
<td>• $300,000 MCF grant to support SFSU partnership dev't and recruitment that will focus on transfer programs. • $30,000+ from SSU Nursing program as mentioned earlier to equip SimCenter • $90,000 total cash contribution from Kaiser Permanente, MGH and Novato Community Hospital, Dominican University—sched’d for renewal 2008 • COM fundraised $70,000 to MCOE ROP auto programs to increase pipeline to COM programs. • COM fundraised $150,000 to provide middle school career exploration in partnership with MCO</td>
<td>• Hired SFSU Program Advisor Jan 2007-ECE enrollment increase from ’06 to ’07 at IVC increased 39% • Additional joint ECE/SFSU orientations and added enrollment growth funded counseling anticipated to help overall ECE enrollment increase 5-10% each year • New Genl’ Ed pathway for ECE/CAD students launching Spring ’08 • Dir. of Health Sciences responding to Chancellor’s request to pursue A.D.N. to M.S.N. seamless transition program • Sim Lab Launched (See Allied Health Learning Community) May 2007 with SSU and Dominican • Early Bridge to College anticipates 56+ new enrollment Sp-F ’08</td>
</tr>
<tr>
<td>Initiative: Economic Workforce Development</td>
<td>Opportunity/ Objective</td>
<td>Committed and Potential Partners</td>
<td>Funding/Value</td>
<td>Enrollment Impact</td>
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<tr>
<td><strong>Location, Adjacencies Learning, Community:</strong></td>
<td>Development and implementation of a broad based, community driven Marin County economic development strategy consistent with the &quot;3 E's&quot; of Marin's vision for economic development, grounded in the values of a sustainable &lt;br&gt; o Environment &lt;br&gt; o Economy with &lt;br&gt; o Social Equity &lt;br&gt; Initial Pilot Project under consideration: &lt;br&gt; Launch 2008 Partnership to host Sustainable Energy Technician Program at IVC</td>
<td>• Workforce Investment Board (WIB) &lt;br&gt; • Marin Co H&amp;HS &lt;br&gt; • Marin Economic Commission &lt;br&gt; • Marin Board of Supervisors &lt;br&gt; • Marin Chambers of Commerce &lt;br&gt; • North Bay Council &lt;br&gt; • Peralta Community College District &lt;br&gt; • Santa Rosa Junior College &lt;br&gt; • Department of Labor</td>
<td>• Governor's Office, Chancellor's Office, State Workforce Investment Programs have identified the &quot;sustainable construction and energy sectors&quot; as high priority, high opportunities for economic and workforce development</td>
<td>• Career Certificate program in Sustainable Energy and Resource Technicians Certificate estimated to 25/semester &lt;br&gt; • Enrollment activities include: &lt;br&gt; o Summer '07 Construction Careers Overview Course &lt;br&gt; o Summer '07 WaMTEC Responsible Irrigation Practices Course (QWEL)</td>
</tr>
</tbody>
</table>

Concurrent Enrollment Including: <br> • Math <br> • English <br> • Humanities <br> • Modern Languages
### Initiative:
- Non-Credit, ESL, Basic Skills, Older Adult Programs
  - Credit & Non-Credit ESL and Vocational English as a Second Language (VESL)
  - Basic Skills
  - Short-Term Vocational Certificates (VocCert)
  - Life-Long Learning, Older Adult Programs (OAP)

<table>
<thead>
<tr>
<th>Opportunity/Objective</th>
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<th>Funding/Value</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Link ESL to Career Program—such as ECE linking to VESL and on to SFSU Partnership exemplifies using career program content with VESL support grows transfer course enrollment</td>
<td>Conservation Corps, Workforce Board/One-Stop WIA Services, CARES Program (Local CCC program serving ECE professionals focused on extending education for all ECE professionals, using Comm. College ECE offerings as &quot;launch platform&quot;)</td>
<td>Example: ECE Career Day yielded 86 students (some currently COM students wishing to attend more classes at COM, and additional classes provided for North Marin residents at IVC)</td>
<td>Example: Four Summer ECE Orientations held Summer 2007, Public transportation Survey being conducted in collaboration with Marin Transportation District</td>
</tr>
</tbody>
</table>

### Location, Adjacencies
- MIWOK
  - Environmental Landscape and Design
  - Center for Sustainable Horticulture
  - Dance
  - Art
  - Marin County Office of Education
  - Real Estate
  - Business
  - Accounting
  - Irrigation/Water Mgt
  - Theater/Large Assembly

### Concurrent Enrollment Including:
- Math
- English
- Humanities
- Modern Languages

### OHLONE and Former Bookstore (Bldg 12)
- Early Childhood Education
- SFSU Child and Adolescent Development
- Credit & Non-Credit ESL and Vocational English as a Second Language (VESL)
Executive Summary: In response to directive from the College of Marin Board of Trustees to significantly increase enrollment over the next five years, several partnership initiatives intended to accelerate enrollment growth have been developed over the last two years. Four of the enrollment growth partnership initiatives briefly described here are: the Marin Simulation Center, the Sustainable Horticulture Partnership, the Water Management Technology Center (WaMTEC) and the Early Bridge to College.

Marin Simulation Center: The Center was launched at the College of Marin (CoM) Indian Valley Campus May, 2007. It represents a broad collaboration of healthcare employers, emergency response agencies, and higher education partners, including CoM (the lead) Dominican, Sonoma State, Kaiser, NCH, Novato Fire, Marin H&SHS, and many others. The Center will provide access to state-of-the-art robotic and computer based simulation technology to help train nursing students in the region and up to 4000 Marin healthcare and emergency personnel annually when it is fully operational. In October of this year, The Gordon and Betty Moore Foundation provided $200,000 to leverage the $100,000+ in resources already contributed by the founding partners. That contribution from the Moore Foundation is intended to fully equip the Simulation Center, and the founding partners are currently interviewing applicants in order to hire a center manager before the end of 2007. Targeted “fully operational status” is February 2008.

Enrollment Impact/Benefits:
- The Masters in Nursing program partnership with Sonoma State University and Dominican University will directly address one of the two key limiting factors preventing growth of local nursing programs to meet the demand: increased numbers of people qualified and available to become instructors in nursing programs. Use of the simulation center by SSU and Dominican in collaboration with the hospitals is expected to attract and support additional Master’s Program candidates.
- Increasing Clinical Nurse Placements (CNPs) for nursing students—Simulation can be used to provide up to 25% of the time nursing students are required to spend under supervision practicing direct patient care. Lack of adequate CNPs at regional hospital sites is the second limiting factor for nursing program growth. The Simulation Center will meet the current demand, and is expected to expand to meet the anticipated growing demand.
- Expanding and supporting all Allied Health Programs at CoM. Through the establishment of the Sim Center at the IVC campus, the Emergency Medical Technician and First Responder Instructors are among the first in the state to use Simulation in the EMT program. It is anticipated that this new technology will support up to a 15% increase in enrollment in the EMT program at IVC.
- Local nursing schools have committed to expanding their nursing programs 10-20% over the next three years with the support of the Simulation Center.

Sustainable Horticulture Partnership: This joint initiative of the Marin Conservation Corps (MCC), College of Marin (CoM), and a broad coalition of Marin agriculture, environmental, and education organizations, will establish a two acre garden at College of Marin’s Indian Valley Campus to train youth and adults in growing plants and creating sustainable landscapes that contribute to individual and environmental health, while conserving natural resources. The garden will include a mix of vegetables, fruit trees, and native plant landscaping, and a demonstration of best practices in low water use irrigation (a critical sustainable technology for Marin’s future). Training in organic disease & pest management, and organic gardening will be highlighted. The two acre garden is planned for operation in Spring, 2007. The Marin County Board of Supervisors invested $33K to jump-start this program that has also attracted the interest of additional foundation fund investment.

Enrollment Impact/Benefits:
- Training in sustainable irrigation, horticulture, soil, landscape, & business practices for MCC Members, CoM students, Marin residents, and current employees via IVC courses & certificate programs and Conservation Corps programs will expand the ENLD program enrollment. Landscape employers and water agencies will learn and disseminate best sustainability practices. The course revisions developed in partnership with MCC will be integrated with Environmental Landscape Program review process.
- MCC and CoM will co-recruit full-time College of Marin students who will pursue certificate, degree and transfer programs under the Environmental Landscape (ENLD) program expanding to the Indian Valley Campus. This co-location supports the integration of ENLD, MCC and the Marin Master Gardener’s (MMG)—a UC Extension program—also co-locating at IVC. This new program of co-recruiting full time CoM students is expected to establish a new core of full-time ENLD students of 12-20 students each year, where the current full-time enrollment is negligible.
- Project Regeneration: Up to 140 Junior Corps members (ages 11 - 17) will engage an intensive 8-week summer training programs in the Center’s key focus areas with activities that will include Sustainable Horticulture education at the IVC campus.
- Hands-on Youth Classes Led by Americorps Members: Youth Environmental Service (YES) members and Marin educators will teach hands-on workshops for 500+ middle & high school youth, increasing the application of sustainability principles & practices, providing additional opportunities for Marin County youth to explore education and careers in Environmental Sustainability.
Water Management Technology Education Center (WaMTEC): WaMTEC is a collaborative of College of Marin, the Marin Municipal Water District, North Marin Water District, the County of Marin, the California Landscape Contractors Association, and Joint Venture. Its mission is: To engage, educate, and support industry leaders, the workforce, and the community in the implementation of state-of-the-art water management and conservation practices — for the purpose of sustaining a healthy environment and a prosperous economy. WaMTEC activities include training and industry certification of landscape and water professionals in water-efficient practices, and leadership education and outreach on water issues. WaMTEC is envisioned as a regional education center for the utilization of environmentally sustainable water management tools and technologies.

**Enrollment Impact/Benefits:**

- **QWEL Training:** The College of Marin and WaMTEC partners will implement a regular QWEL landscapers’ training at the College’s Indian Valley Campus. The pilot phases of this program offered through Community Education and another pilot with the Marin Conservation Corps has already attracted over 24 new students. In the next phase planned for Fall, 2008, IVC will host classes that will certify participants in the QWEL—EPA approved certificate. Students completing the course that are also listed as “approved Water Efficient Landscaper Contractors” on local water agency websites. It is anticipated that irrigation/QWEL courses will attract 20 new students each year. Those students will all receive additional information to extend their education for additional classes in ELND certificate programs.

- **Water Management Certificate Program:** College of Marin and WaMTEC partners are developing full the state-of-the-art Water Management Certificate program that will provide advancement opportunities for professionals in water and landscape-related fields, and links to four-year degree programs in the CSU and UC systems. The transfer program opportunities have not been a focus for ELND, and it is anticipated that the support of the local schools and public agencies will advance program recruitment and enrollment.

- **Bay-Friendly Educational Collaboration:** WaMTEC will act as a regional host for the programs of the Bay-Friendly collaborative of regional water and conservation agencies. Bay-Friendly programs foster soil health, conserve water, and reduce waste and pollution. Seminars are designed for both home owners and landscape and water professionals. The seminar participants will be encouraged to extend their education through the COM ELND classes and programs.

**Early Bridge to College:** The Novato Unified School District and the College of Marin have established a partnership for the purpose of offering high school students the opportunity to advance their education by taking academic or career preparation courses at the College of Marin. The Early Bridge to College program will serve a wide range of students, including those preparing for university or junior college admittance, those who wish to gain workplace related skills, and for students who wish to gain English language acquisition or other basic skills in an alternative educational experience. Co-enrolled students will be able to receive both high school and college credit while attending classes on the College of Marin Indian Valley campus (IVC).

The college is committed to working with NUSD to develop programs and courses for high school students to ensure NUSD students are prepared for the rigor of college level classes. Early Bridge to College students will benefit from the waiver of tuition fees, educational and career counseling, internship experiences, tutoring support, and will be provided required textbooks from their high-school district.

**Enrollment Impact/Benefits:**

- This “pipeline” is expected to increase high-school students co-enrolling and transferring to CoM from local high schools.

- **Focus Groups and Surveys to enable data-based decision making:** During Spring 2007 students and parents in the Novato Unified High School District participated in focus groups to guide the surveys developed to key on high-demand classes for local high school students. Surveys have been completed by more than half of the District’s Juniors and Seniors, enabling the College to plan course offerings that promise solid enrollment.

- **San Marin and Novato High School students who have completed the survey and/or participated in career days will be tested on-site at their local high schools.** It is anticipated that at least three new classes will be filled by NUSD high school students, resulting in an approximate increase of at least 36 new students participating in the pilot this Spring semester.
COMET Project Status Report
December 11, 2007

Tasks Planned for the Previous Period

- Banner Human Resources Parallel Payroll 1 – Week of 10/22
- Banner Human Resources Parallel Payroll 2 – Week of 10/29
- Luminis Test Environment Re-Install – Week of 10/29
- Resource 25 (for Room and Event Scheduling) Planning Meeting – Week of 11/5
- Banner Financial Aid Training – Week of 11/5
- Banner Student Training for Recruiting and Admissions – Week of 11/5
- Banner Technical Consulting for HR Scheduled for the Weeks of 10/8, 10/15, 11/5, 11/19, 12/10 and 12/17
- Luminis Content Administrator Training – Week of 11/12
- Luminis Production Installation – Week of 11/26
- ODS Functional Training for Finance Reporting – Week of 12/3

Current Status

- Banner Human Resources Parallel Payroll 1 Completed
- Banner Human Resources Parallel Payroll 2 Completed
- Luminis Test Environment Re-Install Completed
- Resource 25 (for Room and Event Scheduling) Planning Meeting Delayed Until Phase 2
- Banner Financial Aid Training Completed
- Banner Student Training for Recruiting and Admissions Completed
- Banner Technical Consulting for HR in Progress
- Luminis Content Administrator Training Completed
- Luminis Production Installation Completed
- ODS Functional Training for Finance Reporting in Progress
- Evisions Argos Reporting Tool Evaluation in Progress
COMET Project Status Report
December 11, 2007

Tasks Planned for the Next Period

- Banner Human Resources Technical Consulting – Week of 12/10
- Banner Human Resources Functional Consulting – Week of 12/17
- Banner Financial Aid Consulting – Week of 12/17
- Banner Student Consulting – Week of 12/17
- Banner Human Resources Technical Consulting – Week of 12/17
- Banner Human Resources Functional Consulting – Week of 1/7
- Banner Financial Aid Training – Week of 1/7
- Banner Finance Consulting – Week of 1/14
- Banner Financial Aid Technical Training – Week of 1/14
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
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<tr>
<td>Date:</td>
<td>December 11, 2007</td>
</tr>
<tr>
<td>Item &amp; File No:</td>
<td>C.10.d</td>
</tr>
<tr>
<td>Subject:</td>
<td>First Reading of Revised Board Policies</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s): Revised Board Policy 4230</td>
</tr>
</tbody>
</table>

**INFORMATION**

**BACKGROUND:**

The Marin Community College District is in the process of updating and aligning the District's Board Policies with the recommended policies developed through the legal firm of Liebert Cassidy Whitmore in conjunction with the Community College League of California (CCLC). The District is a member of the Board Policy and Administrative Procedure Subscription Service coordinated by the CCLC.

**ANALYSIS:**

The District's current Board Policy Manual has not been revised for quite some time. Therefore, the Board Policy Manual is being reorganized and updated to align with the recommended policy information provided by the Policy and Procedure Subscription Service. Fifty-nine community college districts throughout the state are embarking on or have completed this same process.

There are seven chapters of the Board Policy Manual that include the following sections: 1) The District, 2) Board of Trustees, 3) General Institution, 4) Academic Affairs, 5) Student Services, 6) Business and Fiscal Affairs, and 7) Human Resources. The goal will be to review the current Board Policies and align them with the recommended policy information provided by the Policy and Procedure Subscription Service.

Board Policy 4230 is now ready for review by the Board of Trustees.

**FISCAL ANALYSIS:**

No fiscal impact for the District.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees receive Board Policy 4230 for first reading and discussion.

Administrator Initiating Item  Dr. Frances L. White, Superintendent/President
Initiator: Academic Senate
Phone: 
Email: 

If Group, Name of Contact Person: Patrick Kelly, Academic Senate
Phone: 
Email: 
Student__ Faculty_X__ Classified__ Admin__ Board__ Other__

Proposal:
Type: New__ Change__ Deletion____
___X____
Category Policy_X____ Procedure____

Estimated Costs: None

Justification:

Updates current grading policy and replaces current “Board Policy 4.0008 Class Attendance” with “Board Policy 4230 Grading and Academic Record Symbols” legally required language recommended by CCLC and legal counsel (Liebert, Cassidy and Whitmore) to be consistent with Title 5, Section 55023. BP 4230 is recommended by Academic Senate and Office of Student Learning and has been reviewed by the Board Policy/Administrative Procedure Task Force.
Proposed Marin Community College District Policy   CCLC No. 4230

Academic Affairs
(Note: Includes +/- for letter grades below C and "FW" as proposed by Office of Student Learning & Academic Senate—consistent with Title 5 regs.)

BP 4230   GRADING AND ACADEMIC RECORD SYMBOLS

Reference:
Title 5 Section 55023

Courses shall be graded using the grading system established by Title 5.

The grading system shall be published in the District catalog and made available to students.

The grading system shall include the "plus" and minus" designations in combination with letter grades, except that C minus shall not be used.

The grading system shall include the "FW" grade for unofficial withdrawal.


MARIN COMMUNITY COLLEGE DISTRICT
BOARD POLICY

CLASS ATTENDANCE (EC 84500)

4.0008

— Students shall attend regularly. Failure to do so may lead to (a) loss of credit, (b) failing/W grades, or (c) cancellation of course registration.

— The Superintendent/President shall ensure that College of Marin complies with State and Federal minimum standards dealing with certifying student attendance.

Adopted:— Board of Trustees
February 24, 1982

Revised: Board of Trustees
February 13, 1985

Revised: Board of Trustees
January 14, 1992

NOTE: The red type signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in this policy has been revised to reflect the CC League’s Update #13 distributed on September 21, 2007. The language struck through in black type is current College of Marin Policy 4.0008 titled Class Attendance adopted on 2/24/82 and revised on 9/12/85 and 1/14/92. BP 4230 replaces BP 4.0008.

Date Adopted:
(Replaces current College of Marin Policy 4.0008)
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

WE THE UNDERSIGNED HEREBY PETITION THE COLLEGE OF MARIN BOARD
OF TRUSTEES TO STOP THE FAST TRACKING OF THE PROPOSED FINE ARTS
BUILDING UNTIL IT IS DETERMINED IF A BUILDING THAT MEETS THE
POMISES OF THE BOND (MEASURE C) WILL BE DESIGNED AND BUILT.

Linda Segers 4046 Corte Toluca 1539 Veranda Ct
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Hoke Segers 90 Corte Toluca 461-6740
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Brett Hess 149 Palm Ave. S. San Francisco 457-8225
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Marty Marcucio 24 El Cerrito Ave. San Francisco 459-08
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Elizabeth Burns 23410 Highwood 95472
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

James Kunz 2606 Colina
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Ventana Amica 700 Gross Creek PI Carlsbad 94939
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Ike Holt 730 Rose St. Sales bhataises.ca
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Larry Oliver 1721 Hamboldt St San Rafael 94901
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Eugene Gonzalez 35014 Sausal Trail Rd CA 94903
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Steven Traiger 315 Jewell St. S.R. CA 94901
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION

Kamal Malali P.O. Box 152 Buena Vista CA 94924
PRINT NAME SIGNATURE ADDRESS CONTACT INFORMATION
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

WE THE UNDERSIGNED HEREBY PETITION THE COLLEGE OF MARIN BOARD OF TRUSTEES TO STOP THE FAST TRACKING OF THE PROPOSED FINE ARTS BUILDING UNTIL IT IS DETERMINED IF A BUILDING THAT MEETS THE PROMISES OF THE BOND (MEASURE C) WILL BE DESIGNED AND BUILT.

STEPHEN FERRERO
1402 Scenic Pl
Fairfax CA 94930

WILLIAMomalley
378 Bennett Valley Rd
San Rafael CA 94903

Kathryn Keller
1708 Sausalito

CHARLIE P.Ashworth
540 Hawthorne Ave
San Rafael CA 94903

ALDO FABBRI
1400 4th St
Mill Valley CA 94941

Karen Smith
91 Catalpa Way
San Anselmo CA 94960

JULIE JAKOFSKY
235 The Alameda
San Anselmo CA 94952

DEBORAH J. LEVINE
503 Pine St
Mill Valley CA 94941

S. Fierro
9th Avenue
San Anselmo CA 94960

Sarah Guadarrama
204 McNear Dr
HI Magic and Paul

I hope you had a great Thanksgiving.

Thank you for taking the time out of your busy schedule to express your concerns about the Art building. Your concerns and suggestions have been noted.

I have forwarded your concerns to Dr. Fran White, President of College of Marin for response. I hope you will contact her office if you do not hear from her. She has been on vacation and I think she will be back next week.

Again thank you for bringing this to my attention.
Best wishes, Eva Long

Eva Long, Ph.D.
Eva Long, Ph.D., Founder and President
Center for Longevity, Transition, and Renewal
longeva@sbcglobal.net

THANK FOR YOUR VOTE FOR Re-election of
DR. EVA LONG FOR MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

The information in this transmittal (including attachments, if any) is privileged and confidential and is intended only for the recipient(s) listed above. Any review, use, disclosure, distribution or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately by reply email and destroy all copies of the transmittal. Thank you.

On Nov 21, 2007, at 12:36 PM, Paul/Margie Taylor wrote:

Please take the Fine Arts building project off the fast track. The students and instructors have not had an opportunity to give their input to the plans. We are just now finding out that there are MANY SERIOUS PROBLEMS with the design. Art rooms and art students have very specific requirements. Many art students live in the community. We supported and are now paying for the bond issue. The building we have now works. It just needs repair.
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

WE THE UNDERSIGNED HEREBY PETITION THE COLLEGE OF MARIN BOARD OF TRUSTEES TO STOP THE FAST TRACKING OF THE PROPOSED FINE ARTS BUILDING UNTIL IT IS DETERMINED IF A BUILDING THAT MEETS THE PROMISES OF THE BOND (MEASURE C) WILL BE DESIGNED AND BUILT.

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

ELENA BURTON  Parent  650 Lofty Lane, Novato, CA  383-2771

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

PROPHET O'BRIEN  Parent  105 La Verne Ave, Novato, CA  383-3190

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

MARY ANN  Parent  167 W. San Geronimo Ave, Novato, CA  383-3193

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

ALICIA K.  Parent  145 Paseo de la Reina, Novato, CA  383-3191

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

PRINT NAME  SIGNATURE  ADDRESS  CONTACT INFORMATION

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Robert Rose  
3237 San Anselmo, CA 94979  415-233-3828

JAMES Dickson 167 the Alameda, Sausalito, CA 94960

ALAN Roche  222 224 Solano St. S.R. CA 94901

Daniel Biemer  1200 Corte Alondra Rd. S.R. CA 94903

Juliette Haggerty  311 5th Ave., S. S.F. CA 94158

Marc Spiegel  637 Via Casitas, Sausalito, CA 94904

Mary Cauley Schneider  330 Orchard Way Kentfield - marincauley.net

Andrew Dreyer  241 3rd Ave., S.F. CA 94118  415-664-8407

KATHY Pallie  Kathy Pallie 47 Marin Bay Park, San Rafael, CA 94901

Charlotte Kerner Agrestini  Kapre-France M.V. CA 94941
# PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

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<th>SIGNATURE</th>
<th>ADDRESS</th>
<th>CONTACT INFORMATION</th>
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</thead>
<tbody>
<tr>
<td>Susan Gorman</td>
<td></td>
<td>San Rafael 415 256-9207</td>
<td></td>
</tr>
<tr>
<td>Valerie Molle</td>
<td></td>
<td>185 E. Oak Rd 719 - 3597</td>
<td></td>
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</tbody>
</table>
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[Signatures and addresses of petitioners]

[Print names and signatures]

[Address and contact information for petitioners]
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Susan Schlesman, 765 Oracle 80, Box 450, 94984

Maria Guadalupe Martinez

Rachael

CAROLINE DUGAS

Joy Evans, 6060 4th Street, 94611

Wesley Hudnall, 600 Box 31, Bonita, CA, 91904

D. D. Hurley, 603 1/2 E. 3rd St, 94901
<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Address</th>
<th>Contact Information</th>
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<tbody>
<tr>
<td>Espen Abrahamsson</td>
<td></td>
<td>122 Berauda Ave, Mill Valley</td>
<td>(415) 278-0037</td>
</tr>
<tr>
<td>Leopoldino</td>
<td></td>
<td>71 W 3rd St, San Francisco</td>
<td>(415) 374-652</td>
</tr>
<tr>
<td>Keelin L.</td>
<td></td>
<td>61 Union St, San Francisco</td>
<td>415-662-776</td>
</tr>
<tr>
<td>Nicole Pollock</td>
<td></td>
<td>110 1st St, Mill Valley</td>
<td>415-524-6168</td>
</tr>
<tr>
<td>Gowan M.</td>
<td></td>
<td>415-761-5156</td>
<td></td>
</tr>
<tr>
<td>Robert Schwartz</td>
<td></td>
<td>7211 Upa Ave, San Francisco</td>
<td>415-707</td>
</tr>
<tr>
<td>Margaret Chu</td>
<td></td>
<td>201 E 6th Ave, Mill Valley</td>
<td>415-941-1946</td>
</tr>
<tr>
<td>Arthur Scanlon</td>
<td></td>
<td>325 Market St, S.F., CA</td>
<td>94123</td>
</tr>
<tr>
<td>Xinan T.</td>
<td></td>
<td>3778 Kerrera Blvd, CA</td>
<td>94601</td>
</tr>
<tr>
<td>J. Robert Butzer</td>
<td></td>
<td>2910 Glen Dr, San Antonio, CA</td>
<td>94765</td>
</tr>
<tr>
<td>Pat latey</td>
<td></td>
<td>3300 Greenfield, S.A.</td>
<td>94960</td>
</tr>
<tr>
<td>Nathanielle</td>
<td></td>
<td>Box 1091, Woodacre, CA</td>
<td>415-488-1866</td>
</tr>
<tr>
<td>Malin Picard</td>
<td></td>
<td>814 Forest Knolls</td>
<td>415-488-1426</td>
</tr>
<tr>
<td>Nina Braun</td>
<td></td>
<td>824 Forest Knolls</td>
<td>415-520-2501</td>
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Curt Clamp

Marie Chi

Lynne Hellman

Catherine Staffier

Stanley Karper

Michael Mea

Marge Gardner

Joshua Liao

Jim Smith

Stephen Hulingsworth

Vivien Bouchard

Print Name

Signature

Address

Contact Information

San Rafael, CA

San Francisco

San Anselmo CA

119 Valley St. April 1983

66 Grove Ct

San Rafael CA

MarinMothfly

100 Minor Ave

10 Sutter St

269 Summit Dr

4556 Napa Rd

330 Goodfield

Contact Information

San Rafael, CA

San Anselmo CA

San Anselmo CA

Contact Information

San Rafael, CA

San Rafael, CA

San Rafael, CA
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

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PRINT NAME: [Signature]
ADDRESS: 125 RODOLFA AVE, MILL VALLEY, CA (415) 298-0877
CONTACT INFORMATION:

[Signature]
ADDRESS: 135 PORTOLA AVE, MILL VALLEY, CA (415) 298-0877

[Signature]
ADDRESS: 15 ALLYN AVE, SAN ANSELMO, CA (415) 488-0228
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

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PRINT NAME  Signature                      Address                     CONTACT INFORMATION
Donna O'Hare                                      758 S. B. #111               415-464-9999
Ypsilanti, MI 94934-1256

PRINT NAME  Signature                      Address                     CONTACT INFORMATION
Laurie Yellet                                      135 Portola               ypsilanti@comcast.net

PRINT NAME  Signature                      Address                     CONTACT INFORMATION
Tim McHart                                      SM/114-787 County Civic Center

PRINT NAME  Signature                      Address                     CONTACT INFORMATION

PRINT NAME  Signature                      Address                     CONTACT INFORMATION

PRINT NAME  Signature                      Address                     CONTACT INFORMATION

PRINT NAME  Signature                      Address                     CONTACT INFORMATION

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<tbody>
<tr>
<td>Linda Sims</td>
<td></td>
<td>289 Montego Key Road</td>
<td>915-853-3233</td>
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<tr>
<td>Caroline Lume</td>
<td></td>
<td>287-0721</td>
<td></td>
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<tr>
<td>Maureen Van Amringe</td>
<td></td>
<td>61-333-3333</td>
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<td>Christina Donna Ch</td>
<td></td>
<td>25 Bridge Rd</td>
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<tr>
<td>Esther Stutko</td>
<td></td>
<td>1571 W. Dr. M. 1605</td>
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<tr>
<td>V. James</td>
<td></td>
<td>2074, 915-745</td>
<td></td>
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<tr>
<td>M. Marinelli</td>
<td></td>
<td>883-8823</td>
<td></td>
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<tr>
<td>Victoria Sivertsen</td>
<td></td>
<td>1768-398-398</td>
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</table>

Sincerely,
[Signature]
[Date]
accessible and conveniently located restrooms and faculty office spaces.

areas; no overlapping of print / sculpture / jewelry studios; plan

Reevaluate Fine Arts sitting and building plan to provide adequate
PETITION TO STOP FAST TRACKING OF FINE ARTS BUILDING

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<tbody>
<tr>
<td>Micaela Eckard</td>
<td></td>
<td>95 Arlington Circle</td>
<td></td>
</tr>
<tr>
<td>Elizabeth Ellis</td>
<td></td>
<td>157 Oak Springs Dr., San Anselmo, CA 94960</td>
<td></td>
</tr>
<tr>
<td>Michaela Atkins</td>
<td></td>
<td><a href="mailto:Bluemoon@hotmail.com">Bluemoon@hotmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Barbara Jean Tooma</td>
<td></td>
<td>2414 Rampart St., Oakland, CA 94602</td>
<td></td>
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Marilyn A. Hill 783 Candlewood #2 108 Greenfield Ave San Rafael (415) 456-7555

Alicia Azevedo 341 Washington Ave San Rafael

W.H. Tovar 1263 Mariposa Rd San Anselmo

Laurel Corklin 4760 Ritz Rd #204 Novato (415) 391-8772

Evin Crookham 7230 Green St San Rafael 415 456-7555

Gaylene Sommers 1009 Sunnydale Ln San Rafael 415 456-7555

Allison Connolly 801 Calistoga Blvd Novato 415 456-7555

Catherine Smith 1828 Santa Rosa St Vallejo, CA (707) 980-4547

Ruffin Ball 1001 Taylor St S.F. Bluff San Anselmo, CA (415) 456-7555

Anna Flowers 224 Main Ave Mill Valley CA (415) 381-0210

Amy Redy 1200 Kentfield Ave San Anselmo (415) 985-3707

Al Wiedenhofe 601 Walnut Ave Sausalito
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JEFF HENSON
617 G Primrose Blvd
San Rafael, CA 94901
415-588-8132

EVA CHANG
649 Rushmore Way
San Rafael, CA 94901

JACK CARROLL
492-0828

FRANK FRANK
561 350 3940

MURRAY PLEASON
94910 0700

MELINDA WALLACE (415) 663-9215

MARGARET AVIS
1660 Bay Vista Ave
San Rafael, CA 94901

CAMILLE WELLS
257-0701

MARGIE TAYLOR
PO Box 964
Larkspur, CA 94939

STACEY HUTCHINSON
70 MADECA

DAGMAR MANOTAS
101 Harbor Dr.
San Rafael, CA 94901

PRINT NAME | SIGNATURE | ADDRESS | CONTACT INFORMATION
--- | --- | --- | ---
JEFF HENSON | | | 617 G Primrose Blvd
EVA CHANG | | | 649 Rushmore Way
JACK CARROLL | | | 492-0828
FRANK FRANK | | | 561 350 3940
MURRAY PLEASON | | | 94910 0700
MELINDA WALLACE | | | (415) 663-9215
MARGARET AVIS | | | 1660 Bay Vista Ave
CAMILLE WELLS | | | 257-0701
MARGIE TAYLOR | | | PO Box 964
STACEY HUTCHINSON | | | 70 MADECA
DAGMAR MANOTAS | | | 101 Harbor Dr.
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SIGNATURE
E-mail: G.DWYTTE@GMAIL.COM

SIGNATURE

ADDRESS

CONTACT INFORMATION

Gail Dowling

1101 Redwood Street

Mill Valley, CA

Tami Issac
San Francisco

6411

CONTACT INFORMATION

Maia Wilson
Alli Smith

116 Equinox

94906

CONTACT INFORMATION

Kathleen Kester
126 Spinnaker S.R. Kathy@Kester-id.com

George Andrus
112 Cambridge Cove. East San Rafael 94901

CONTACT INFORMATION

Michael Sloan

110 Star Lake

Mill Valley, CA

CONTACT INFORMATION

Suzanne Asin

1204 Skyline Blvd

San Rafael, CA

808.9206

Kathleen D. Croft

1235 Dominic Ave. San Rafael 94903

808.9206

Roz Sugrue

5417 Mill Valley CA 94941

CONTACT INFORMATION
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

To: Board of Trustees  
From: Superintendent/President  
Date: December 11, 2007  
Item & File No. C.11.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 of Classified Personnel  
B. Temporary Increase/Decrease in Classified Assignment  
C. Resignation/Retirement of Classified Personnel  

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

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

D. Garcia-Quinonez, V. Riley & T. Smyrl are on the non instructional side of the 50% law.  
V. Ariano, J. Jestadt & S. Lumsdaine are on the instructional side of the 50% law.  

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><em>Garcia-Quinonez</em></td>
<td>Office Technician – Workforce Development</td>
<td>0.53</td>
<td>9.5</td>
<td>11/05/2007</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. Garcia Quinonez has accepted the .53 FTE/9.5MPY position of Office Technician effective November 5, 2007.

*Employee is in probationary status for six-months.*
### B Temporarily Increase/Decrease in Assignment/Salary for Classified Personnel

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MP</th>
<th>Appointed Type</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Jestadt, Jesse</td>
<td>Instructional Specialist – Math</td>
<td>From .60 to .6533</td>
<td>12</td>
<td>Perm.</td>
<td>01/22/2008 – 05/23/2008</td>
</tr>
<tr>
<td>2</td>
<td>Lumsdaine, Silver</td>
<td>Lab Technician – Health Sciences</td>
<td>From .40 to .4933</td>
<td>10</td>
<td>Perm.</td>
<td>01/02/2008 – 06/30/2008</td>
</tr>
<tr>
<td>3</td>
<td>Riley, Vonda</td>
<td>Bookstore Clerk Add Office Technician – Health Sciences</td>
<td>.53</td>
<td>12</td>
<td>Perm</td>
<td>01/13/2008 – 05/16/2008</td>
</tr>
</tbody>
</table>

**Background Information:**

1. Temporary increase in assignment to assist the Math Department for Spring 2008 semester.
2. Temporary increase in assignment to assist the Health Sciences Department for Spring 2008 semester.
3. Temporary increase in assignment to assist the Health Sciences Department for Spring 2008 semester.
C. RESIGNATION/RETIREMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>2.</td>
<td>Smyrl, Tunner</td>
<td>Administrative Assistant – Community Education and Services</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>C.O.B. 01/02/2008</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:


2. Mr. Smyrl has submitted his letter of resignation effective close of business January 2, 2008.
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA 94904

**BOARD AGENDA ITEM**

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

**BACKGROUND:**

The following actions are included in the Academic Personnel Recommendations:

A. Resignation/Retirement of Academic Personnel

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

**RECOMMENDATION:**

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

Administrator initiating item: Linda Beem, Executive Dean of Human Resources & Labor Relations
### B. RESIGNATION/RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appl. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Russell, Marc E.</td>
<td>Instructor, Behavioral Science</td>
<td>1.0</td>
<td>Permanent</td>
<td>12/14/07</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. Marc E. Russell has submitted his resignation for retirement purposes.
### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: December 11, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.D</td>
</tr>
<tr>
<td>Subject:</td>
<td>Educational Management Personnel</td>
<td></td>
</tr>
<tr>
<td>Recommendations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The Educational Management Personnel Recommendations are attached.

**A. Appointment and/or Change of Educational Management Personnel**

**FISCAL IMPLICATIONS:** All recommendations are within budgeted FTE.

**RECOMMENDATION:**

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

**Administrator Initiating Item:** Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. APPOINMENT AND/OR CHANGE OF EDUCATIONAL MANAGEMENT PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Garabato, Gary P.</td>
<td>Director of Physical Education &amp; Athletics</td>
<td>1.0</td>
<td>Permanent</td>
<td>January 14, 2007</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. Gary P. Garabato has been appointed to the position of Director of Physical Education & Athletics.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: December 11, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td>Job Descriptions</td>
</tr>
<tr>
<td>APPROVAL</td>
<td></td>
<td></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.

Dept. Aide IV in Business and Information Systems, Dental Tutor, Dept. Aide IV, and EMT Lab Assistant in Health Sciences, Tutors in Tutoring, Readers in Court Reporting, Teacher's Aide in Children's Center, and In Class aide and Adapted P.E Aide in DSPS are on the instructional side of the 50% law.

Office Aide III in Admissions and Records, Asst. Box Office Cashier in Performing Arts, House Manager, Light Board Operator, Lighting Designer, Master Electrician, Sound Tech, Properties Designer, Scenic Painter, Set Designer, Sound Designer, Sound Tech, Stage Carpenter, Stage Crew, Wardrobe Mistress/Master, Stage Manager, Costume Cutter/Stitcher, Costume Designer in Theatre, and Lab Tech in ELND, 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 – December 11, 2007

<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business and Information Systems</td>
<td><strong>Dept. Aide IV – Assist Classified Staff. Assist students in the CIS Computer labs with their assignments during nights and Saturdays at Kentfield and Indian Valley Campuses.</strong></td>
<td>5</td>
<td>01/22/2008</td>
<td>05/23/2008</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>Admissions and Records</td>
<td><strong>Office Aide III – Assist Classified Staff: (Peak period only) Credit S ‘08 registration, Winter ‘08 Community Ed/Non-Credit registration.</strong></td>
<td>2</td>
<td>12/12/07</td>
<td>03/31/08</td>
<td>$10.25-$10.50 DOE</td>
</tr>
<tr>
<td>Health Sciences (Dental Assisting)</td>
<td><strong>Dental Tutor – Assist Classified staff. Tutor Dental Assisting students on subjects as needed.</strong></td>
<td>2</td>
<td>01/22/2008</td>
<td>06/30/2008</td>
<td>$9.75 hour</td>
</tr>
<tr>
<td>Health Sciences (Medical Assisting)</td>
<td><strong>Dept Aide IV – Work in collaboration with instructor to set-up skills lab. Address student questions as appropriate. Order lab supplies, stock supplies, keep inventory, clean and maintain lab equipment.</strong></td>
<td>1</td>
<td>01/22/2008</td>
<td>06/30/2008</td>
<td>$12.00 hour</td>
</tr>
<tr>
<td>Health Sciences (Medical Assist/EMT)</td>
<td><strong>EMT Lab Assistant – Assist instructor with lab practice classes. EMT regulations state that lab classes must have ratio of 10:1.</strong></td>
<td>6</td>
<td>01/22/2008</td>
<td>06/30/2008</td>
<td>$20.00 hour</td>
</tr>
<tr>
<td>Department</td>
<td>Position</td>
<td>Quantity</td>
<td>Start Date</td>
<td>End Date</td>
<td>Rate</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-----------------------------------------------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
<td>---------</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>01/21/2008</td>
<td>06/30/2008</td>
<td>$11.25</td>
</tr>
<tr>
<td>Performing Arts</td>
<td><strong>Assistant Box Office Cashier</strong> – Assist classified staff. Work in Box Office during pre-show sales when Box Office is too busy for one person to handle alone. Will cover all performing arts shows (Theatre, Dance, and Music.) Will work Box Office on Sundays when there is a performance. Will substitute for Box Office Cashier when ill or unable to work.</td>
<td>2</td>
<td>01/28/2008</td>
<td>05/16/2008</td>
<td>$16.53</td>
</tr>
<tr>
<td>Court Reporting</td>
<td><strong>Court Reporting Readers</strong> – Readers for Court Reporting classes. Different levels/speeds require separate reader for each level.</td>
<td>5</td>
<td>01/22/2008</td>
<td>06/30/2008</td>
<td>$8.00</td>
</tr>
<tr>
<td>Environmental Landscape and Design (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>01/03/2008</td>
<td>06/30/2008</td>
<td>$14.14</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>House Manager</strong> – Assist Classified staff. Buy and set up concessions for <em>A Midsummer Night's Dream</em>. Trouble shoot seating problems, direct ushers, coordinate with Stage Manager to turn house lights on and off at start of performance, intermission, and end of show; be sure doors are appropriately locked. Responsible for proper handling of concession monies.</td>
<td>1</td>
<td>02/25/2008 03/16/2008</td>
<td>$10.75-$11.75 hour DOE</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>---------------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Light Board Operator</strong> – Assist Classified staff. Operate light board during technical rehearsals and performances of <em>A Midsummer Night's Dream</em>. Assist with strike when show closes.</td>
<td>1</td>
<td>02/22/2008 03/16/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
<td></td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Lighting Designer</strong> – Assist Classified staff. Design lighting effects for a <em>Midsummer Nights Dream</em>. Interface with director to determine design concept. Set up lighting plot and help hang lighting instruments. Participate in strike when show ends. Attend production meetings.</td>
<td>1</td>
<td>01/21/2008 03/16/2008</td>
<td>$10.75 - $11.75 hour DOE</td>
<td></td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Master Electrician</strong> – Assist Classified staff. Rig lighting equipment for <em>A Midsummer Night's Dream</em>. Assist with strike at end of show.</td>
<td>1</td>
<td>01/21/2008 03/16/2008</td>
<td>$10.75 - $11.75 hour DOE</td>
<td></td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Properties Designer</strong> - Assist Classified staff. Design, build, and procure all props for <em>A Midsummer Night's Dream</em>. Interface with director to determine design concept. If necessary, manage distribution of props during performance. Participate in strike when show ends. Attend production meetings.</td>
<td>1</td>
<td>01/21/2008</td>
<td>03/16/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---</td>
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<td>----------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Scenic Painter</strong> - Assist Classified staff. Paint scenery for <em>A Midsummer Night's Dream</em>. Assist with strike when show closes.</td>
<td>1</td>
<td>02/04/2008</td>
<td>03/16/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Set Designer</strong> - Assist Classified staff. Design and assist with building of set for <em>A Midsummer Night's Dream</em>. Interface with director to determine design concept. Participate in strike when show ends. Attend production meetings.</td>
<td>1</td>
<td>01/07/2008</td>
<td>03/16/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Sound Designer</strong> - Assist Classified staff. Design sound effects for <em>A Midsummer Night's Dream</em>. Interface with director to determine design concept. Attend production meetings. Assist with strike at end of show.</td>
<td>1</td>
<td>01/21/2008</td>
<td>03/16/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Stage Carpenter</strong> - Assist Classified Staff. Help build set for <em>A Midsummer Night's Dream</em>. Help with strike at end of show.</td>
<td>1</td>
<td>01/21/2008</td>
<td>03/16/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
</tbody>
</table>
| Performing Arts Theatre | **Sound Technician**  -  
Assistant Classified staff. Operate sound effects during technical rehearsals and performances of *A Midsummer Night's Dream*. Help with strike at end of show. | 1 | 02/22/2008 | 03/16/2008 | $10.75 – $11.75 hour DOE |
|-------------------------|-------------------------------------------------------------------------------------------------|---|------------|------------|--------------------------------|
| Performing Arts Theatre | **Stage Crew**  -  
Assistant Classified staff. Help set up and move scenery during technical rehearsals and performances of *A Midsummer Night's Dream*. Work rails (flying scenery if necessary). Work curtain. Be sure scenery is properly set for next performance. Assist with strike and proper storage of scenic pieces when show ends. | 3 | 02/22/2008 | 03/16/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Stage Manager**  -  
Assistant Classified staff with *A Midsummer Night's Dream*. Manage prompt book, call all technical cues during rehearsal and performance; be familiar with all stage blocking, be sure everyone is in place on time; coordinate with house manager as to when lights/curtains go for beginning, intermission and end of show. Manage cast and technical crew during technical rehearsals and performances. Interface with director to trouble-shoot problems. Attend production meetings and keep notes. Deliver production notes after each rehearsal/performace. Help with strike at end of show. | 2 | 01/21/2008 | 03/16/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | Wardrobe Mistress/Master –
                         | 1 | 02/22/2008 | 03/16/2008 | $10.75 – $11.75 hour DOE |
|------------------------|----------------------------------|---|------------|------------|-------------------------|
|                        | Assist Classified staff.
                        |               |            |            |                         |
|                        | Maintain costumes during
                        |               |            |            |                         |
|                        | the run of *A Midsummer
                        |               |            |            |                         |
|                        | Night's Dream*. Launder,
                        |               |            |            |                         |
|                        | mend as needed, iron, and
                        |               |            |            |                         |
|                        | assist with costume changes.
                        |               |            |            |                         |
|                        | Be sure all costumes are
                        |               |            |            |                         |
|                        | accounted for after each
                        |               |            |            |                         |
|                        | performance. Assist with
                        |               |            |            |                         |
|                        | make-up and wigs as needed.
                        |               |            |            |                         |
|                        | Assist with strike and
                        |               |            |            |                         |
|                        | proper storage of costumes
                        |               |            |            |                         |
|                        | when show ends.            |               |            |            |                         |
| Performing Arts Theatre | Costume Cutter/Stitcher –
                         | 2 | 01/22/2008 | 03/21/2008 | $10.75 – $11.75 hour DOE |
|                        | Assist Classified staff.
                        |               |            |            |                         |
|                        | Cut/sew/alter costumes for
                        |               |            |            |                         |
|                        | *A Midsummer Night's
                        |               |            |            |                         |
|                        | Dream*. Assist with strike
                        |               |            |            |                         |
|                        | and proper storing of
                        |               |            |            |                         |
|                        | costumes at end of show.
                        |               |            |            |                         |
|                        | Assist with return of
                        |               |            |            |                         |
|                        | borrowed/rented costumes.  |               |            |            |                         |
| Performing Arts Theatre | Costume Designer –
                         | 1 | 01/07/2008 | 03/21/2008 | $10.75- $11.75 hour DOE |
|                        | Assist Classified staff.
                        |               |            |            |                         |
|                        | Design Costumes for *A
                        |               |            |            |                         |
|                        | Midsummer Night's Dream*.
                        |               |            |            |                         |
|                        | Includes designing,
                        |               |            |            |                         |
|                        | building, altering, procuring
                        |               |            |            |                         |
|                        | costumes, storing them
                        |               |            |            |                         |
|                        | properly and returning
                        |               |            |            |                         |
|                        | them to owner or renter
                        |               |            |            |                         |
|                        | at end of show. Participate
                        |               |            |            |                         |
|                        | in strike when show ends.
                        |               |            |            |                         |
|                        | Attend production meetings.
                        |               |            |            |                         |
|                        | Must be able to properly
                        |               |            |            |                         |
|                        | fit costumes to specific
                        |               |            |            |                         |
|                        | actors. Interface with
                        |               |            |            |                         |
|                        | director to determine
<p>| | | | |
|               |            |            |                         |
|                        | design concept.            |               |            |            |                         |</p>
<table>
<thead>
<tr>
<th></th>
<th><strong>In-Class Aide</strong> – Provide one on one instructional support for disabled students taking College of Marin classes.</th>
<th>8</th>
<th>01/03/2008</th>
<th>06/30/2008</th>
<th>$9.75-$10.75 hour DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DSPS</strong></td>
<td><strong>Adapted P.E. Aide</strong> – Assist with physically disabled students in Adaptive P.E. classes on an as needed basis. This position is needed to address health and safety issues.</td>
<td>8</td>
<td>01/03/2008</td>
<td>06/30/2008</td>
<td>$9.75 – $10.75 hour DOE</td>
</tr>
<tr>
<td><strong>Children’s Center</strong></td>
<td><strong>Teacher’s Aide</strong> – Assist classroom teachers with implementing child centered curriculum and maintaining an optimal physical learning environment.</td>
<td>1 KTD</td>
<td>01/22/2008</td>
<td>05/23/2008</td>
<td>$12.00 hour</td>
</tr>
<tr>
<td></td>
<td>1 IVC</td>
<td>01/22/2008</td>
<td>05/23/2008</td>
<td>$12.00 hour</td>
<td></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.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

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

BACKGROUND:

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

For the period 10/30/2007 through 11/27/2007, warrants 69158-69163 and 71953-73105, (Banner System checks), were issued in the total amount of $3,544,694.48.

RECOMMENDATION:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
DATE: December 11, 2007  

TO: Members of the Board of Trustees  

SUBJECT: Payment for Goods and/or Services  

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 69158-69163 and 71953-73105 in the amount of $3,544,694.48, for all funds for the period 10/30/2007 through 11/27/2007 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $1,458,350.43 of the above amount. Includes payroll, through November 15, 2007.

President or Designee  

EXPENDITURE SUMMARY  
2007/2008  
General Fund – All Programs  

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>20,746,133</td>
<td>0</td>
<td>6,705,210</td>
<td>14,040,923</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>11,011,776</td>
<td>0</td>
<td>3,514,421</td>
<td>7,497,355</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,160,052</td>
<td>0</td>
<td>3,440,574</td>
<td>6,719,478</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,433,377</td>
<td>131,923</td>
<td>291,158</td>
<td>1,010,296</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>7,675,076</td>
<td>376,099</td>
<td>1,751,756</td>
<td>5,547,221</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,070,757</td>
<td>125,618</td>
<td>264,877</td>
<td>680,262</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,638,876</td>
<td>2,586</td>
<td>2,736</td>
<td>4,631,354</td>
</tr>
<tr>
<td>Total</td>
<td>56,733,847</td>
<td>636,227</td>
<td>15,970,732</td>
<td>40,126,888</td>
</tr>
</tbody>
</table>

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

The District reimburses its employees for mileage as required by State Education Code, Board Policies, and collective bargaining agreements. This rate has been established at the federally approved standard mileage reimbursement rate. The Internal Revenue Service has announced that beginning January 1, 2008 the standard mileage rate will be 50.5 cents per mile.

The Board of Trustees must approve reimbursement rates for mileage per District Procedure 6.0009 DP.1.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve increasing the mileage reimbursement rate to 50.5 cents per mile as allowed by the Internal Revenue Service for employees and Board members effective January 1, 2008.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Budget Transfers – Month of November – FY 2007/08

Date: December 11, 2007
Item & File No. C.11.H

Reason for Board Consideration: APPROVAL
Enclosure(s):

BACKGROUND:

The accompanying transfer information includes fifteen budget transfers in November, totaling $85,428 from Unrestricted Funds.

There were eight transfers in Restricted Funds for $58,289. There were three budget transfers from Restricted Reserves contingency account, for $168,600, to allocate additional funds received by State and Local Apportionment, which include $40,000 from the Bay Area Tech Prep Fund, $94,317 to Matriculation, Non-Credit Fund, and $34,283 to the Disabled Students Program.

There was one budget transfer in the Child Care Fund for a total of $550.

Net effect of transfers for the Month of November 2007.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>(4,707)</td>
<td></td>
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<td>3000 (Employees Benefits)</td>
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<tr>
<td>4000 (Supplies/Equip. Repl.)</td>
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<td>5000 (Other Operating Exp.)*</td>
<td>40,104</td>
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<td>6000 (Capital Outlay)</td>
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<td>7000 (Other Outgo)**</td>
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<td>9000 (General Ledger)</td>
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*Includes utilities, consultants, travel, legal services, maintenance contracts etc.
**Includes contingency reserves, financial aid awards, and inter-fund transfers.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the November Budget Transfers – FY 2007/08.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
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<td>4,910</td>
<td>87,597</td>
<td>39,554</td>
<td>22</td>
<td>(168,600)</td>
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<td>173,857.00</td>
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Budget Inter-project transfers were funds remained within the same object code and transfers offset to zero, not included in totals.

Object Code | 4000 | 4000 | 5000 | 5000 | 6000 | 6000 | 6000 | 6000 |
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Total Measure C Building transfers were funds remained within same object code.
# BOARD AGENDA ITEM

<table>
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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>December 11, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.1</td>
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<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td>List of Equipment</td>
</tr>
</tbody>
</table>

## BACKGROUND:

In accordance with Board Policy 6.0008, the District will submit to the Board a list of equipment to declare surplus. The items listed on the attachment(s) have been determined to have no further value to the District. Some of the items have been replaced and are no longer used. Some items are simply old and repair and/or maintenance is not cost effective. Items that have no value will be disposed of. The District may be able to sell some of the equipment. Some equipment will be used for parts. No one item or item lot is valued at $5,000 or more.

In accordance with Board Policy and Education Code Section 81452(a), a unanimous vote is required declaring the value of any one item or item lot to be less than $5,000. Upon a unanimous vote, the items may then be disposed of pursuant to the provisions of Education Code Section 81452(c).

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees vote to declare the items described on the attachment(s) surplus and that no single item or item lot is valued at $5,000 or more and further authorize the District to dispose of the equipment, pursuant to Education Code Section 81452(c), as the District sees fit.

Administrator Initiating Item

Albert J. Harrison II, Vice President of College Operations
<table>
<thead>
<tr>
<th>Equipment for Surplus</th>
<th>Room</th>
<th>Description</th>
<th>Age</th>
<th>Condition</th>
<th>Reason no longer needed</th>
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<td>PM 191 Box of broken patch cables</td>
<td>5+</td>
<td>unusable</td>
<td>don't work</td>
</tr>
<tr>
<td>IVC</td>
<td>7</td>
<td>PM 191 CD Drive External SCSI</td>
<td>10+</td>
<td>unusable</td>
<td>outdated technology</td>
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<td>IVC</td>
<td>7</td>
<td>PM 191 CD Drive internal</td>
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<td>unusable</td>
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</tr>
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<td>10+</td>
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<td>PM 191 Mice</td>
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<td>Café 101 Monitor Apple #22187</td>
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<td>outdated technology</td>
</tr>
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<td>IVC</td>
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<td>Café 102 Monitor Apple #22191</td>
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<td>outdated technology</td>
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<td>PM 102 Brown 4 Leg Rolling Chair</td>
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<tr>
<td>IVC</td>
<td>6</td>
<td>PM 102 2 Bottles Copy Mix</td>
<td>?</td>
<td>no longer used</td>
<td></td>
</tr>
<tr>
<td>IVC</td>
<td>6</td>
<td>PM 102 Hitachi Monitor</td>
<td>?</td>
<td>no longer used</td>
<td></td>
</tr>
<tr>
<td>IVC</td>
<td>6</td>
<td>PM 102 386 CPU</td>
<td>?</td>
<td>no longer used</td>
<td></td>
</tr>
</tbody>
</table>
### Computers that have been cannibalized for parts

- Gateway 000502 and 000503
- PC Plus 010213

**12 Gateway computers, most work date is May of 2000**

**COM serial number on the Gateway computer range from 000504 to 000515**

- **Box of power cables**
- Boxes of misc, CD, floppy drives, mice, and misc
- 3 Boxes of 20 keyboards

**two boxes of pre addressed COM envelopes**
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:      Board of Trustees          Date:     December 11, 2007
From:    Superintendent/President  Item & File No. C.11.1
Subject: Notice of Completion
        Maintenance One Building Roof Repair Project
Reason for Board Consideration: APPROVAL
Enclosure(s): Notice of Completion

BACKGROUND:

On September 18, 2007, the Board of Trustees awarded the bid for the Maintenance One Roof Repair project to Western Roofing Services in the amount of $26,680. All work for this project has been completed and inspected. There were no change orders for this project.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees accept the work for the Maintenance One Building Roof Repair 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: Not Applicable

NAMES: __________________________________________________________

ADDRESSES: _______________________________________________________

6. Work on the property hereinafter described was completed on: December 5, 2007
7. The Project Name & Number is: Maintenance Building One Roof Repair Project
8. The contractor for such work of modernization is: Roofing Constructors Inc. dba Western Roofing Service
9. The name of the contractor's Surety Co is: Safeco Insurance Company of America
10. The date of contract between the contractor and the above owner is September 26, 2007.
11. The street address of said property is 120 Kent Avenue, Kentfield CA 94904.
12. The property on which said work of modernization was completed is in the City of Kentfield, County of Marin, State of California, and is described as follows: Maintenance Building

__________________________
Date

__________________________
Signature of Owner
Marin Community College District

Verification
I, undersigned, say:
I am __________________________________________________________
("Secretary")

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.

(Please print or typewritten, and sign in ink)

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

To: Board of Trustees  
Date: December 11, 2007

From: Superintendent/President  
Item & File No. C.12.A

Subject: Authorization to Enter into an Agreement with the California Department of Education for the Purpose of Providing Child Care and Development Services and Designation of Personnel to Sign Contract Documents for Fiscal Year 2007/2008

Reason for Board Consideration:  
Enclosure(s):

APPROVAL

BACKGROUND:

This is the local agreement for Child Development Services and authorization to designate the Dean of Student Development and Special Services, the Vice President of Student Learning, and the Director of the Child Care Program as authorized to sign contract documents for the fiscal year 2007/2008.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees adopt the attached Resolution.

Administrator Initiating Item  
Anita Martinez, Vice President of Student Learning
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION #12/11/07 C.12.A

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08.

RESOLUTION

BE IT RESOLVED that the Governing Board of the Marin Community College District authorizes entering into local agreement number 21-6538-00-7 and that the persons who are listed below are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth Root</td>
<td>Interim Director Childcare</td>
<td></td>
</tr>
<tr>
<td>Nicholar Chang</td>
<td>Interim Dean of Student Development &amp; Special Services</td>
<td></td>
</tr>
<tr>
<td>Anita Martinez</td>
<td>Vice President of Student Learning</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 11th day of December, 2007, by the Governing Board of the Marin Community College District of Marin County, California.

I, __________________________, Clerk of the Governing Board of the Marin Community College District of Marin County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_________________________ (Clerk's signature)  ______________________ (Date)
Wanden Treanor, President

Philip J. Kranenburg, Clerk

Eva Long, Ph.D., Member

James Nunnath, Ph.D., Member

Carole Hayashino, Vice President

Barbara Dolan, Member

Hoa-Long Tam, Student Member
# MARIN COMMUNITY COLLEGE DISTRICT

Kentfield, CA 94904

## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
</tr>
<tr>
<td>Date:</td>
<td>December 11, 2007</td>
</tr>
<tr>
<td>Item &amp; File No.</td>
<td>C.12.B</td>
</tr>
<tr>
<td>Subject:</td>
<td>Scheduled Maintenance Five Year Plan</td>
</tr>
<tr>
<td></td>
<td>2008/09 through 2012/13</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>2008/09 through 2012/13</td>
</tr>
<tr>
<td></td>
<td>Scheduled Maintenance Plan</td>
</tr>
</tbody>
</table>

## BACKGROUND:

The Board of Trustees received a copy of the proposed five-year scheduled maintenance plan for review at the November Board meeting. The District’s Scheduled Maintenance Plan is reviewed with the Board of Trustees annually.

The Program Plan reflects current knowledge of the District’s facilities needs; however, the Chancellor’s Office allows Districts considerable freedom to redirect money to respond to changing conditions. Projects for 2008/09 through 2012/13 reflect areas that are in sufficient need of repair or replacement. The District’s proposed Program Plan is oriented heavily towards basic repairs: e.g., roofs, ADA compliance, and life/safety, and will be changed as the District identifies facility needs through the Educational Master Plan and subsequently, the Facilities Master Plan and Measure C Modernization program.

Upon approval, the plan will be submitted to the State Chancellor’s office as required.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Scheduled Maintenance Plan for 2008/09 through 2012/13.

---

**Administrator Initiating Item**

Albert J. Harrison II, Vice President, College Operations

November 26, 2007
### 2008-2009

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD Football Field Bleachers</td>
<td>175,000</td>
</tr>
<tr>
<td>KTD/IVC - Misc. Roofing Repair / Replacement</td>
<td>175,000</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 3</td>
<td>221,680</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 5</td>
<td>255,299</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 6</td>
<td>225,840</td>
</tr>
<tr>
<td>Total</td>
<td>$1,052,819</td>
</tr>
</tbody>
</table>

### 2009-2010

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>IVC - Re-Roof - Bldg 7</td>
<td>224,485</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 18</td>
<td>235,000</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 19</td>
<td>250,160</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 20</td>
<td>261,900</td>
</tr>
<tr>
<td>IVC - Fire Alarm System Replacement, Bldg 4</td>
<td>71,951</td>
</tr>
<tr>
<td>Total</td>
<td>$1,043,496</td>
</tr>
</tbody>
</table>

### 2010-2011

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>IVC - Re-Roof - Bldg 17</td>
<td>229,160</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 21</td>
<td>302,000</td>
</tr>
<tr>
<td>IVC - Re-Roof - Bldg 22</td>
<td>207,951</td>
</tr>
<tr>
<td>IVC - Reestablish Green Belt, Fire-Safe Landscaping w/Sprinklers (life/safety)</td>
<td>225,000</td>
</tr>
<tr>
<td>KTD - Misc. Roofing Repair / Replacement</td>
<td>175,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,139,111</td>
</tr>
</tbody>
</table>

### 2011-2012

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD - Fire Alarm Connection to Main Campus System, Student Center</td>
<td>50,000</td>
</tr>
<tr>
<td>KTD - ADA, Remove Access Barriers, Student Center PH II</td>
<td>345,000</td>
</tr>
<tr>
<td>IVC - ADA, Access Barrier signage/wayfinding</td>
<td>250,000</td>
</tr>
<tr>
<td>IVC - Childcare Playground Equipment Upgrades/safety improvement</td>
<td>150,000</td>
</tr>
<tr>
<td>IVC - Fire Alarm System Replacement, Bldg 5&amp;7</td>
<td>172,393</td>
</tr>
<tr>
<td>Total</td>
<td>$967,393</td>
</tr>
</tbody>
</table>

### 2012-2013

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD - Repair/replacement sprinkler/landscape system</td>
<td>250,000</td>
</tr>
<tr>
<td>KTD - ADA, Access Barrier signage/wayfinding</td>
<td>200,000</td>
</tr>
<tr>
<td>IVC - Fire Alarm System Replacement, Bldg 17</td>
<td>96,390</td>
</tr>
<tr>
<td>KTD/IVC - Misc. Roofing Repair</td>
<td>202,380</td>
</tr>
<tr>
<td>Total</td>
<td>$748,370</td>
</tr>
</tbody>
</table>
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
</tr>
<tr>
<td>Date:</td>
<td>December 11, 2007</td>
</tr>
<tr>
<td>Item &amp; File No.</td>
<td>C.12.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>California Energy Commission Energy Partnership Program</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td><strong>APPROVAL</strong></td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>Resolution &amp; Application</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The Board received information on this program at the November 7, 2007 Board study session. Board members approved of the program in concept and agreed that administration should move forward with the application process.

The California Energy Commission Energy Partnership Program offers the services of experienced engineers and architectural consultants to assist non-profit agencies in obtaining comprehensive energy audits for their existing facilities. These audits identify cost-effective energy projects to create more effective and energy efficient facilities. The California Energy Commission will provide comprehensive energy audit services up to a cost of $20,000 for analysis of selected existing buildings at no cost to the District.

Subsequently an executive summary will be provided recommending potential energy saving projects. These projects will potentially pay for themselves in energy savings in five years or less. The Commission will also assist in identifying State loans and other financial options to fund the projects.

College staff met with representatives of the California Energy Commission and would like to pursue analysis of the Learning Resource Center, the Student Services building, and the Pomo and Administrative Services Buildings at the Indian Valley Campus as the funding allows.

The energy commission will give primary consideration to entities that are committed to implementing the project(s) identified by the study. Should the District agree to participate in the audit program, the Energy Commission has offered to come to a future Board meeting to explain the results of the audit findings, potential projects and funding options.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution and authorize staff to apply for the California Energy Commission Technical Assistance program for the above noted buildings as allowable.

*Administrator Initiating Item*

**Albert J. Harrison II, Vice President, College Operations**
WHEREAS, the California Energy Commission's Energy Partnership Program provides technical assistance identifying energy efficiency improvements; and

WHEREAS, the Board of Trustees of the Marin Community College District authorizes the Superintendent/President or designee to apply for technical assistance from the California Energy Commission; and

WHEREAS, the Board of Trustees of the Marin Community College District recognizes that the California Energy Commission has limited funds for technical assistance and that primary consideration will be given to those that are committed to implementing the recommended projects identified through the Energy Partnership Program;

NOW, THEREFORE BE IT RESOLVED that Marin Community College District will seek funding if necessary, to implement the recommended feasible energy efficiency projects identified through the Energy Partnership Program;

BE IT FURTHER RESOLVED, that Superintendent/President or designee is hereby authorized and empowered to execute in the name of the Marin Community College District all necessary documents to implement and carry out the purposes of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Marin Community College District on this 11th day of December 2007 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA  )
COUNTY OF MARIN    )

I, Frances L. White, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

Frances L. White, Superintendent/President
Secretary to the Board
1. Applicant Information

<table>
<thead>
<tr>
<th>Applicant*: Marin Community College District</th>
<th>County: Marin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address: 835 College Avenue</td>
<td>City: Kentfield</td>
</tr>
<tr>
<td>Street Address: Same</td>
<td>City: Same</td>
</tr>
<tr>
<td>Contact Person: Robert Thompson</td>
<td>Title: Director Maint/Oper.</td>
</tr>
<tr>
<td>Phone Number: (415) 485-9450</td>
<td>Fax Number: (415) 453-3248</td>
</tr>
<tr>
<td>Email: <a href="mailto:bob.thompson@marin.edu">bob.thompson@marin.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

2. Project Description

Type of assistance needed: (Check all that apply)

☑ Existing facilities energy audit and recommendations
☐ New construction energy efficient design
☐ Self generation

Discuss your project(s) and why you require technical assistance.

The HVAC and lighting systems in the selected facilities are 40+ years old, operate inefficiently and are beyond repair. The last comprehensive energy audit was performed by PG&E in 1977. We are requesting performance of an energy audit to determine potential areas for reduction of energy usage and cost savings.

Describe how you plan to implement the recommendations that we may identify, including funding sources.

Consultants/architects to design projects, prepare document and bid. Funding by CEC loan. No District funds available.

Describe current contracts or relationships with architects, consultants, energy services companies, utilities or others. None on these buildings

Expected project start date 12/1/07  Expected project completion date 11/08

Indicate your economic criteria for selecting projects (Check all that apply)

☐ Projects must have a payback period < ___________ years.
☐ Projects must have an internal rate of return > ___________ %.
☒ Other, specify Projects to pay for themselves in energy savings in five years or less

3. Project Team

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Robert Thompson</td>
<td>(415) 485-9450</td>
<td><a href="mailto:bob.thompson@marin.edu">bob.thompson@marin.edu</a></td>
</tr>
<tr>
<td>Business Manager or Financial Officer</td>
<td>Albert J. Harrison II</td>
<td>(415) 893-2211 X6100</td>
<td><a href="mailto:aiharrison@marin.edu">aiharrison@marin.edu</a></td>
</tr>
</tbody>
</table>
4. Provide the following information.
   Please prioritize from highest to lowest if you are requesting assistance for more than one facility. Use additional pages if needed.

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Year Built (excluding portables)</th>
<th>Estimated Building Size (sq. ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Learning Resource Center, 835 College Avenue, Kentfield, CA 94904</td>
<td>1970</td>
<td>60,000</td>
</tr>
<tr>
<td>Student Services Building, 835 College Avenue, Kentfield, CA 94904</td>
<td>1966</td>
<td>32,000</td>
</tr>
<tr>
<td>Pomo Bldgs 3, 4, 5, 6, 7 and Admin Bldgs 9, 10, 11, 12 1800 Ignacio Blvd., Novato, CA 94949</td>
<td>1979</td>
<td>34,000</td>
</tr>
<tr>
<td>Example: Pioneer School 1234 Pioneer Street Capitol, CA 95814</td>
<td>1958</td>
<td>35,000</td>
</tr>
</tbody>
</table>

5. I have attached the following information:
   - [ ] Governing board resolution
   - [ ] Latest 12 months of electric and gas utility bills that show the energy costs and the detailed usage information for each facility account the technical assistance is requested for
   - [ ] Any past energy studies for each facility
   - [ ] Your site map (e.g., I-As or a fire evacuation map)
   - [ ] Annual financial statements (for non-profit organizations only)
   - [ ] Schematic drawings (if available, for new construction only)

I certify to the best of my knowledge that the data in this application are correct and complete.

Authorized Representative**

Name: Frances L. White
Title: Superintendent/President

Signature
Date

**Authorized Representative is the one designated by the governing body, in your Resolution, to execute documents in the name of the applicant.

Arnold Schwarzenegger
Governor

California Energy
Commission
Public Programs Office
1516 Ninth Street, MS 42
Sacramento, CA 95814-5512
(916) 654-4147

California Energy
Commission Chairman
Jocelyne Plante
Vice Chair
James D. Boyd

Commissions
Arthur H. Rosenfield
John L. Geesman
Jeffrey Byron

Executive Director
B. B. Brevis

www.energy.ca.gov/efficiency/public_program
BOARD AGENDA ITEM

To: Board of Trustees  Date: December 11, 2007
From: Superintendent/President  Item & File No. C.12.D
Subject: Approve Board Compensation Annual Adjustment
Reason for Board Consideration: Enclosure(s):

APPROVAL

BACKGROUND:

Education Code Section 72425 (e) establishes provisions for the governing board, on an annual basis, to increase its compensation for individual Board members in an amount not to exceed 5% based on the present monthly rate of compensation. Currently, the monthly compensation rate is $292.16. An increase of 5% would bring the total compensation amount to approximately $306.77 per month.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve a 5% increase in Trustee monthly compensation from $292.16 to $306.77 with the Student Trustee amount being 50% of this amount or $153.39.

Administrator Initiating Item  Dr. Frances L. White, Superintendent/President
BOARD AGENDA ITEM

To:     Board of Trustees
From:   Superintendent/President
Subject: District Financial and Measure C Bond Program Audits for 2006/07

Reason for Board Consideration: ACCEPTANCE

BACKGROUND:

The audits of the District’s financial position and the Measure C Bond Program for 2006/07 were performed by the firm of Perry-Smith, LLP.

Fiscal year 2006/07 is the fifth year the District has complied with the financial statement presentation format as described in Governmental Accounting Standards Board (GASB) statement No. 34/35, which aggregates operations institution-wide rather than the historic reporting by fund. The District Financial Audit is the standard audit, required and performed on an annual basis. The special audit and report on the Measure C Bond Program is also included as required by Proposition 39.

The Partner-in-charge of the audits for the District, Ms. Tina Treis or another representative of Perry-Smith, LLP will present the findings of the audits and be available for discussion and questions.

The College appreciates Perry-Smith’s commitment in completing the audit in such a timely manner, thus enabling us to submit the Audit to the State by the required December 30 deadline.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees acknowledge receipt of the independent auditor’s reports on the financial statements of the Marin Community College District and the Measure C Bond Program for Fiscal Year 2006/07.

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

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Notice of Intent to Lease Property
Reason for Board Consideration: APPROVAL

Date: December 11, 2007
Item & File No. C.12.F
Enclosure(s): Resolution

BACKGROUND:

On November 7, 2007, the Board of Trustees received information that the County of Marin Sheriff Department was interested in leasing space in Parking Lot 6 at the Kentfield Campus for a substation.

The Board must unanimously approve a Resolution of Intent to lease property and advertise that notice in a local publication for three weeks prior to acting on the lease at a public meeting. The attached Resolution defines the general terms of the lease.

Administration will continue to work with School & College Legal Services to develop a lease agreement as well as to negotiate further details of the lease with the County of Marin. The intent is to have a lease ready for Board approval at the January 15, 2008 Board meeting.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees unanimously adopt the attached Resolution declaring the College’s intent to lease real property to the County of Marin for their substation and direct staff to advertise said intent as required.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 12/11/07 C.12.F

In the Matter of the Declaration
of Intention to Lease Real
Property and Publication of
Notice Thereof

WHEREAS, pursuant to Education Code section 81430 et seq., a community college district may lease real property to a county for a term not exceeding ninety-nine (99) years under such terms and conditions as the parties agree, provided that the property is not and will not at the time of delivery of possession be needed for classroom buildings by the district; and

WHEREAS, the Marin Community College District ("District") is the owner of certain real property hereinafter described, which is situated on the Kentfield Campus at 835 College Avenue, Kentfield, California, and which is not and will not be needed for classroom buildings or other district purposes; and

WHEREAS, the County of Marin ("County") currently operates a Sheriff's Substation at the Kentfield Fire Protection District station located at 1004 Sir Francis Drake Boulevard, Kentfield, California, and

WHEREAS, the Kentfield Fire Protection District is preparing to undergo renovations that will preclude County’s future use of the station; and

WHEREAS, County is interested in leasing certain property on the Kentfield Campus for use as a Sheriff's Substation;

NOW, THEREFORE BE IT RESOLVED as follows:

1. Pursuant to Education Code section 81430 et seq., the District intends to lease to County certain real property (hereinafter "Premises") on the Kentfield Campus consisting of approximately one thousand seven hundred and fifty (1750) square feet situated in Parking Lot 6 along College Avenue on the south side of Temporary Building One. The Premises shall be used for installation of a modular building and operation of a Marin County Sheriff's Substation.

2. Pursuant to Education Code section 81430 et seq., the terms of this lease are as follows:

   A. The initial lease term is five (5) years. By agreement of the parties, the lease may be extended for up to a total of ten (10) additional years for term(s) of one to five years.

   B. The initial rent shall be one thousand dollars ($1,000) per month.

   C. The Premises also includes four dedicated parking spaces at a location in Parking Lot 6 to be determined by District, and eight non-dedicated parking spaces.
D. District will permit County to connect to District's utility services. County shall pay for all utility connection costs and related equipment. To the extent reasonably possible, County shall cause to be installed separate meters for all utilities supplied to the Premises. County shall pay for all gas, electricity, propane, telephone and internet services provided to the Premises.

E. County will pay for all costs related to preparation of the Premises and installation of a utility-ready modular building. County shall provide to District, for District's prior approval, an itemized list of any and all other proposed exterior improvements (e.g., walkways, access ramps, railings, lights, and signs) to be installed on the Premises.

F. Any such other terms as may be agreed upon by the parties.

3. This Board will meet and consider approval of the final lease on January 15, 2008, at its regular place of meeting.

4. The Clerk of the Board is hereby authorized and directed to authorize staff to give notice of this Resolution by publishing a notice of this Resolution, unanimously approved by the Board, in the Marin Independent Journal, a newspaper having a general circulation in the District, once a week for three successive weeks prior to the meeting date specified in Paragraph 3.

The foregoing Resolution was adopted upon motion of Trustee ________________________ seconded by Trustee ________________________, at a regular meeting on this 11th day of December 2007, by the following vote:

_________________________  Wanden Treanor, President
_________________________  Carole Hayashino, Vice President
_________________________  Philip Kranenburg, Clerk
_________________________  Barbara Dolan, Trustee
_________________________  Eva Long, Trustee
_________________________  James Namnath, Trustee
_________________________  Hoa-Long Tam, Student Trustee (Advisory)

I hereby certify the foregoing to be a full, true, and correct resolution duly adopted by the Board of Trustees of the Marin Community College District.

_________________________  Superintendent/President
Marin Community College District.

Attest:

_________________________  Secretary of the Board
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
</tr>
<tr>
<td>Date:</td>
<td>December 11, 2007</td>
</tr>
</tbody>
</table>
| Subject:  | Transportation Tech Complex Project (#402A)  
            Sole Source Paint Booth Product for Contract Documents |
| Reason for Board Consideration: | Enclosure(s): |
| ACTION APPROVAL | Specification Section 11 50 10  
                          Paint Spray Booths |

BACKGROUND:
The Transportation Tech Complex project (402A) requires a paint booth for the Auto Collision program at the Indian Valley Campus. It has been determined that specification of a product now will alleviate future issues with project scheduling, structural issues, design/ construction coordination issues, building/construction issues and user/design issues.

Pursuant to California Public Contact Code section 3400 ("PCC § 3400") and other applicable law, the District may make a finding that a particular material, product, thing or services may be designated by specific brand or trade name in order to obtain a necessary item that is only available from one source (PCC § 3400 (b)(3)).

A specific paint booth is being designed for the following reasons:

- **DSA/SCHEDULE ISSUE**: Potential schedule delays due to DSA review of deferred approval items. If the booth is not included in the initial DSA submittal, review time could be at least 8 weeks, followed by a re-submittal and review period.

- **STRUCTURAL ISSUE**: The physical configuration of the booths is dependent upon the specific booth model and manufacturer selected. The specific physical characteristics and requirements of the booths must be reflected in the new building slab and other building elements such as the adjacent glulam beams. Notches or other modifications in the glulam beams, plus the size, depth, configuration, and location of pits cast into the slab must be shown on the drawings and reviewed by DSA. Changing all of these items, and perhaps other physical items, which would be necessary for a different booth and different manufacturer, is more in the nature of a change order than a deferred approval. Even if DSA were to agree, this approach will require designing the building to receive a specific booth now, and then redesigning it again later.

- **DESIGN/CONSTRUCTION COORDINATION ISSUE**: No coordination possible between the vendor and the design team. Utility and structural requirements will likely vary by vendor.

- **BUILDING/CONSTRUCTION/SCHEDULE ISSUE**: The contractor cannot lay out the pit and related utilities until the booth is submitted and approved. There could be construction delays involving multiple trades.

- **USER/DESIGN ISSUE**: Design team and core users would be unfamiliar with the details of the system until it is submitted. This could be a major problem as many of the details of how specific booths work need significant user input up-front.
The attached enclosure ‘Specification Section 11 50 10 for Paint Spray Booths’ has 5 sections of work listed. They are as follows:

1. WASHER, PAINT SPRAY EQUIPMENT, AUTOMATIC
2. BOOTH, PAINT, VEHICLE, DOWNDRAFT, AUTOMOTIVE
3. PERSONAL BREATHING PROTECTION
4. MIXER, PAINT, SHELVING SYSTEM
5. SHAKER, PAINT, INDUSTRIAL, AIR OPERATED

Because only one vendor provides the items listed in Section #2 above, the District requests that the Board approve these items as sole source work, as specified below:

2.02 BOOTH, PAINT, VEHICLE, DOWN-DRAFT, AUTOMOTIVE;
   A. Manufacturers Reference:
      1. Prime manufacturer: Specifications are based on equipment identified herein by manufacturer's name and model to establish acceptable standards of quality, performance, features, and construction.
         a. Global Finishing Solutions
            12731 Norway Road
            Osseo, WI 54758
            Phone: (800) 848-8738, (715) 597-3168
            Fax: (715) 597-2193
            Website: www.globalfinishing.com
         b. Model Number: Ultra Plus 1

FISCAL IMPACT:

None. All costs associated with this project will be paid from bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board authorize the sole sourcing of a portion of the paint booth for the Transportation Technology Complex Project (402A).
PART 1 - GENERAL

The General Provisions of the Contract, including General and Special Conditions and the requirements of Division 1, apply to the Work in this Section.

1.01 WORK INCLUDED

A. Equipment items as listed below by Equipment Mark Number:

1. WASHER, PAINT SPRAY EQUIPMENT, AUTOMATIC
   Equipment Mark Number: 3788

2. BOOTH, PAINT, VEHICLE, DOWNDRAFT, AUTOMOTIVE
   Equipment Mark Number 6109

3. PERSONAL BREATHING PROTECTION
   Equipment Mark Number 6232

4. MIXER, PAINT, SHELVING SYSTEM
   Equipment Mark Number 6650

5. SHAKE R, PAINT, INDUSTRIAL, AIR OPERATED
   Equipment Mark Number 6672

B. Roughing-in, installation of equipment, and final connection of utilities, with labor, services, and Incidents necessary for complete and operational equipment installation.

C. Piping, wiring, and switching between equipment and utilities.

1.02 ALTERNATIVE BIDS

A. Refer to Division 1 - General Requirements for possible effect on Work of this Section.

1.03 QUALITY ASSURANCE

A. Experience: Equipment shall be produced by a manufacturer of established reputation with a minimum of five years experience supplying specified equipment.

B. Manufacturer's Representative:

1. Installation: Provide a qualified manufacturer's representative at site to supervise work related to equipment installation, check out and start up.

2. Training: Provide technical representative to train Owner's maintenance personnel in operation and maintenance of specified equipment.
1.04 SUBMITTALS

A. Product Data:
   1. Submit Product Data in accordance with Division 1 - General Requirements of these specifications.
   2. Restrict submitted material to pertinent data. For instance, do not include manufacturer's complete catalog when pertinent information is contained on a single page.

B. Operation and Maintenance Manual:
   1. Provide complete parts, operating, and maintenance manual covering equipment at time of installation including, but not limited to:
      a. Description of system and components.
      b. Schematic diagrams of electrical, plumbing, compressed air and ductwork systems.
      c. Manufacturer's printed operating instructions.
      d. Printed listing of periodic preventive maintenance items and recommended frequency required to validate warranties. Failure to provide maintenance information will indicate that preventive maintenance is not a condition for validation of warranties.
      e. List of original manufacturer's parts, including suppliers' part numbers and cuts, recommended spare parts stockage quantity and local parts and service source.
   2. Assemble and provide copies of manual in 8-1/2 by 11 inch format. Foldout diagrams and illustrations are acceptable. Manual to be reproducible by dry copy method. Provide copies per provisions of Division 1 - General Requirements.

C. Shop Drawings: Submit Shop Drawings in accordance with Division 1 - General Requirements of these specifications.

D. Engineer Drawings: Structural calculations for anchorage of equipment per California Building Code, Section 1630A and Table 16A-0 shall be submitted, stamped and sighed by a structural engineer registered in the State of California.

1.05 PRODUCT SUBSTITUTIONS

A. Follow requirements specified in Division 1 - General Requirements.

B. Additional costs resulting from substitution of products other than those specified, including drawing changes and construction, will be at the expense of the Contractor.

C. Substitution Approval: Manufacturers listed for each equipment item may bid without substitution for that item. Manufacturers not listed shall submit for approval in accordance with "Instructions to Bidders". Prior to installation, submittals for each equipment item by Mark Number shall be provided in accordance with Division 1 - General Requirements.

1.06 WARRANTY

A. Warrant work specified herein for one year from substantial completion against defects in materials, function and workmanship.
B. Warranty shall include materials and labor necessary to correct defects.

C. Defects shall include, but not be limited to noisy, rough or substandard operation; loose, damaged, and missing parts; and abnormal deterioration of finish.

D. Submit warranties in accordance with Division 1 - General Requirements of these specifications.

E. All parts shall be readily available locally in the United States.

1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver equipment in manufacturer's containers, appropriately packaged and/or crated for protection during domestic shipment and storage in humid, dusty conditions.

B. Indelibly label all containers, including those contained in others, on outside with item description(s) per title and Mark Number of this specification.

C. Provide equipment and materials specified complete in one shipment for each equipment item. Split or partial shipments are not permissible.

1.08 LABELING

A. Manufacturer shall securely attach in a prominent location on each major item of equipment a noncorrosive nameplate showing manufacturer's name, address, model number, serial number, and pertinent utility or operating data.

B. All electrical equipment and materials shall be new and shall be listed by Underwriter's Laboratories, Inc. (U.L.) in categories for which standards have been set by that agency and labeled as such in the manufacturer's plant.

PART 2 – PRODUCTS

2.01 WASHER, PAINT SPRAY EQUIPMENT, AUTOMATIC  
Equipment Mark Number: 3788

A. Capacities and Dimensions:

1. Capacity: 2 paint guns and 2 pots per wash.

2. Wash duration: 60 seconds, maximum.

3. Tank dimensions:
   a. Width: 17 inches.
   b. Depth: 13 inches.
   c. Height: 13 inches.

4. Overall dimensions:
   a. Width: 28 inches.
   b. Depth: 17 inches.
c. Height: 42 inches.

5. Weight: 80 pounds, nominal.

B. Features and Construction: Washer shall automatically clean interiors and exteriors of paint guns and pots within a stainless steel wash tank with automatic shut-off lid mounted upon a steel base cabinet sized to store two 5-gallon pails. Unit shall come with 14 swirl action jets supplied by a dual diaphragm pump with the option of cleaning with a handheld solvent supplied brush. The unit shall wash with one solvent source, rinse from a second solvent source, capable of flushing solvents with air, and be equipped with built-in vent for automatic fume extraction. Unit shall come complete with pressure, regulator, and filter, adapter tube for pressure fed and gravity guns, trigger holding clamps, air inlet caps, and filter pad.

C. Controls: Timer knob, clean solvent rinse push-button, air flush push-button, and flow-through brush pedal.

D. Utilities Available:
1. Air: 75 PSI, 10 CFM.
2. Vent: 3 inch exterior.

E. Finish: Durable enamel in manufacturer's standard color.

F. Accessories: Filter pad, quantity 10, Part No. FP5500-10, one each.

G. Manufacturers Reference:
1. Prime manufacturer: Specifications are based on equipment identified herein by manufacturer's name and model to establish acceptable standards of quality, performance, features, and construction.
   a. Uni-ram Corporation
      171 Cooper Avenue, Suite # 108
      Interstate Commerce Center
      Tonawanda, NY 14150
      Phone: (716) 874-8890, 1-877-874-8890
      Fax: (716) 874-8893
      Website: www.uniram.com
   b. Model: UG4000DVM

2. Other manufacturers: Contingent upon compliance with these specifications and documentation requirements set forth in SUBMITTALS, equipment produced by other manufacturers, including the following, may be considered as equal.
   a. Smith Eastern Corporation
      10830 Riggs Hill Road
      Jessup, MD 20794
      Phone: (301) 497-7600, 800-937-4857
      Fax: (301) 497-7613
      Website: www.smithern.com
2.02 BOOTH, PAINT, VEHICLE, DOWN-DRAFT, AUTOMOTIVE
Equipment Mark Number: 6109

A. General Description: Down-draft type vehicle paint booth for use in painting automobiles and light trucks. Booth air shall be supplied through the use of a makeup unit. The ceiling shall be open for direct air flow throughout the length of the booth. Air shall be filtered at the ceiling and drawn down under the vehicle and through a grated floor trench spanning the length of booth and located in the center of the bay. The air shall then be drawn from the floor trench to one side of the booth, filtered, and exhausted from the system and facility by means of ductwork and plenums.

B. Capacities and Dimensions:

1. Interior clearances:
   a. Width: 14 feet 0 inches.
   b. Length: 27 feet 0 inches.
   c. Height: 9 feet 0 inches.

2. Exterior dimensions:
   a. Width: 14 feet 5 inches.
   b. Length: 27 feet 5 inches.
   c. Height: 11 feet 0 inches.

3. Vehicle doors:
   a. Bi-fold doors.
   b. Quantity: 1 each.
   c. Size opening:
      1) Width: 10 feet 8 inches.
      2) Height: 8 feet 3/4 inches.

4. Personnel doors:
   a. Type: Man access doors with panic locks and 18 by 24 inch observation windows.
   b. Quantity: As shown on drawings or as required per code.
   c. Size opening: 2'-8" or as required per code.

5. Airflow rate: 40 FPM through empty booth, average.
6. Exhaust system:
   a. Motor: 15 HP, one each.
   b. Noise level: 90 dBA, maximum.

7. Heated air makeup system:
   a. Heat output: 140 degrees F maximum temperature (above ambient temperature) rise for curing.
   b. Noise level: 90 dBA, maximum.
   c. Weight: 6,000 pounds, maximum.

8. Lighting fixtures:
   a. High efficiency 6 tube light fixtures.
   b. Lamps: 48-inch color correct fluorescent tubes, six per fixture.
   c. 36" 3 tube corner lamp fixtures integrated into accelerated curing fixture.
   d. Provide emergency lighting in booth.

C. Features and Construction:

1. Construction:
   a. Dual skin insulated panel construction
   b. White pre-coated galvanized steel
   c. Weld-free construction prevents nailing and improves spray booth strength

2. Mounting: Booth shall be mounted directly to the concrete slab with the use of stainless steel brackets or adjustable height floor channels.

3. Doors: Design shall provide for effective sealing of openings.

4. Intake/exhaust system: A fully filtered intake and exhaust air system shall be adequate for specified draft rate and static pressures, complete with exhaust fan and TEFC variable frequency drive controlled motor assembly. Provide exhaust stacks, ductwork, weather caps, automatic dampers, flashings, and hardware necessary for a complete and operable installation.
   a. Intake filters: Two-ply resilient polyester fibers with a better tackifier capable of extracting 100 percent of visible dust and removing 90 percent of micron particles. Internal welded steel frame with self-sealing gasket. Internal wire support and heat-sealed seams. Provide adequate quantity to permit one complete filter change. Provide draft gauge for intake chamber to monitor filter restriction.
   b. Exhaust filters: Continuous filament glass fibers with open weave pattern. UL Class 2 approved. Provide adequate quantity to permit one complete filter change. Provide draft gauge for exhaust chamber to monitor filter restriction.
5. Heated air makeup system: Provide a weatherproof, direct-gas fired type heated air makeup unit suitable for installation on the building roof (or floor mounted unit with intake & exhaust penetrating structure) to provide tempered air as required for comfortable working conditions and efficient paint drying when outside air is cool or damp. Air makeup to be supplied from exterior of building. Unit shall be shop assembled, flame tested, pre-wired for automatic operation, and complete as a packaged assembly. Inlet or outlet accessories shall be provided unmounted for on-site installation.

a. Heater housing: Unit shall be enclosed in a completely galvanized sheet steel enclosure with reinforcing members, lifting lugs, burner access plate, and flame and pilot observation port.

b. Gas burner: The gas burner shall be designed for natural gas, including modulating main gas proportioning valve, main and pilot gas regulators, and main gas automatic safety shut-off. Pilot assembly shall include flame rod and automatic spark ignition.

c. Fans and drivers: Unit shall be equipped with dynamically balanced direct drive backward inclined fans.

d. Air intake and discharge: Unit shall be configured for horizontal air intake and downward discharge or floor mounted AMU with intake & exhaust.

e. Control box: Unit shall be complete with an ETL listed electrical control box containing necessary disconnect switches, starter, relays, fuse blocks, and primary flame guard with alarm contacts, automatic pilot valve, electronic modulating control system and interlock system with booth exhaust air fan. A separate general purpose remote control station with indicator lights shall be provided and located near other paint booth controls.

f. Booth to be equipped to provide accelerated curing for automotive water-based paint products.

g. Miscellaneous: Unit shall include intake transition with access doors, motorized discharge damper, intake duct, roof support curb, dirty filter indicating system, intake hood bird screen and other hardware and incidentals necessary for complete and operable installation.

6. Lighting fixtures: Lighting assembly shall be NFPA and OSHA code approved fixtures with clear tempered glass windows that accept 48 inch fluorescent natural light and color correct tubes. Cool-white or warm-white tubes are not acceptable. A minimum of 75 foot candles of illumination shall be provided to all work areas within the booth.

D. Controls: Provide a NEMA 12 UL listed enclosure complete with main disconnect switch, motor starters, push-button station, control transformer, air make-up selector switch, indicator lights, safety interlock systems, fuses, disconnects, and other electrical control devices. All switching and controls shall meet applicable National Electrical Code requirements.

E. Accessories:

1. Remote control thermostat: Provide a remote thermostat and control station, complete with high temperature override switch for the makeup air unit, at convenient location at the paint booth, to permit operator to vary temperature in paint booth as needed for specific conditions.

2. Automatic safety shut-down system: Provide a safety shut down system that automatically turns off compressed air to spray booth paint gun supply line when paint accumulation in exhaust air filters reaches an adjustable preset load point and whenever exhaust fan stops running to prevent buildup of fumes to hazardous levels.
3. Air solenoid switch for spray gun air to be interlocked through booth control panel PLC to allow spray gun air only when booth is in “spray mode” of operation. Spray gun air is shut down during all other modes.

4. Compressed air: Provide interior air quick disconnects for paint spray, man lift, and breathable air systems as shown on drawings.

5. Automatic air balancing system: Automatically adjust fan motor speeds based on actual airflow conditions to provide constant booth cabin pressure and consistent exhaust airflow.

F. Utilities Available:

1. Electrical:
   a. Exhaust system: 460 VAC, 3 phase, 15 HP, with variable frequency drives.
   b. Heated air makeup system: 460 VAC, 3 phase, 15 HP, with variable frequency drives.
   c. Lighting fixtures: 120 VAC, 1 phase, 24 Amp.

2. Natural gas: 1,500,000 BTU/hour.

G. Finish: Prepare interior galvanized surfaces as required, prime and paint with a semi-gloss white enamel finish. Exterior galvanized surfaces shall be left unfinished.

H. Manufacturers Reference:

1. Prime manufacturer: Specifications are based on equipment identified herein by manufacturer's name and model to establish acceptable standards of quality, performance, features, and construction.
   a. Global Finishing Solutions
      12731 Norway Road
      Osseo, WI 54758
      Phone: (800) 848-8738, (715) 597-3168
      Fax: (715) 597-2193
      Website: www.globalfinishing.com
      1) Model Number: Ultra Plus 1

2. Other manufacturers: Global Finishing Solutions represents the only approved manufacturer for this item.

2.03 PERSONAL BREATHING PROTECTION
Equipment Mark Number 0232

A. General Description: Breathing system shall supply a continuous flow of air to up to four workers wearing supplied-air hood-style respirators. System supplier shall provide and install all necessary interconnecting piping between the compressor and point of attachments as shown on the Drawings. Supplier shall be responsible for final system design to deliver a complete and operable system.

B. Capacities and Dimensions:

1. Air pump:
b. Air flow: 30 CFM at 5 PSIG.

2. Overall dimensions:
a. Width: 12-1/8 inches.
b. Depth: 25 inches.
c. Height: 15 inches.

3. Weight: 90 pounds, nominal.

C. Features and Construction:

1. Airflow: Unit shall supply air to a maximum of four persons wearing continuous-flow supplied air hood respirators.

2. Respirators: Supplied-air respirators used with this pump shall be MSHA/NIOSH approved to operate at 25 PSIG or less.


4. Inlet filter: Filter shall be medium efficiency, capable of filtering particulates larger than 25 microns.

5. Outlet filter: Filter shall be carbine with activated carbon.

6. Unit shall be UL and CSA approved.

D. Accessories:

1. Hood supplied-air constant flow respirator with breathing tube assembly, 1/2 inch industrial interchange fitting and bell, inner and outer lenses, and cape, Model 88VX3235, four each.

2. Breathing supply line, 100 foot rubber hose with 1/2 inch industrial interchange male/female quick-disconnect coupler, Bullard V20100ST, four each.

3. Quick-disconnect coupler adaptors, convert pump quick-disconnect coupler to double 3/8 inch female NPT, Model V22, two each.

4. Clear Mylar Lens covers, quantity pack of 25, Model 88VXLC, one each.

5. Inlet filter, 500 hours, Model 29611, two additional.

6. Outlet filter, 200 hours, Model S17101, five additional.

7. Cleaning solvent, 14 ounce aerosol can, Model S17931, one each.

8. Point of attachment with filter, regulatory, pressure gage, 1/2 inch industrial interchange coupler, and mounting hardware, four each.

E. Utilities Available: Compressed air, 34 inch, 85 SCF, 95 PSI.

F. Manufacturers Reference:
1. Prime manufacturer: Specifications are based on equipment identified herein by manufacturer's name and model to establish acceptable standards of quality, performance, features and construction.
   a. Bullard
      1896 Safety Way
      Cynthiana, KY 41031
      Phone: (859) 234-6611, (800) 227-0423
      Fax: (859) 234-8987
      Website: www.bullard.com
   b. Model: ADP20 with Accessories

2. Other manufacturers: Contingent upon compliance with these specifications and documentation requirements set forth in SUBMITTALS, equipment produced by other manufacturers, including the following, may be considered as equal.
   a. Leonard Safety Equipment
      253 Waterman Avenue
      East Providence, RI 02914
      Phone: (800) 556-7170
      Fax: (401) 434-4966
      Website: www.leonardsafety.com
   b. Neoterik Health Technologies Inc.
      Neoterik Center
      401 South Main Street
      Wooster, OH 44691
      Phone: (330) 845-2777
      Fax: (330) 845-2213
      Website: www.neoterik.com

2.04 MIXER, PAINT, SHELVING SYSTEM
   Equipment Mark Number 6650

A. Capacities and Dimensions:
   1. Paint can capacity: Quart and Gallon cans.
   2. Overall dimensions:
      a. Width: 94.5 inches.
      b. Depth: 17.5 inches.
      c. Height: 72 inches.

B. Features and Construction:
   1. Shelf: 5 moving parts per shelf with non-stretch steel reinforced belts.
   2. Tube Construction: Twist and lock system.
   3. Drive: Gear-reduced drive system that eliminates motor belts / motor pulleys.
   4. Configuration:
a. Gallon Base, one each.

b. Gallon Shell, one each.

c. Quart Shell, four each.

C. Utilities Available:

1. Power: 120 Volt, 1 Phase, 15 Amp.

D. Finish: Durable enamel in manufacturer's standard color.

E. Manufacturers Reference:

1. Prime manufacturer: Specifications are based on equipment identified herein by manufacturer's name and model to establish acceptable standards of quality, performance, features, and construction.

   a. Dedoes
   1060 W. West Maple Road
   Westlake, Michigan 48390
   Phone: (800) 521-7086
   Website: www.dedoes.com


2. Other manufacturers: Contingent upon compliance with these specifications and documentation requirements set forth in SUBMITTALS, equipment produced by other manufacturers, may be considered as equal.

2.05 SHAKER, PAINT, INDUSTRIAL, AIR OPERATED

Equipment Mark Number: 6872

A. Capacities and Dimensions:

1. Paint can capacity: Single pint, gallons, imperial gallons, aerosols, rectangular gallons, and 4 liter cans.

2. Overall dimensions:

   a. Width: 8 inches.
   
   b. Depth: 10.5 inches.
   
   c. Height: 14 inches.


B. Features and Construction:

1. Can clamp: Threaded top clamp mechanism for sealing and locking cans to be shaken shall incorporate recessed bottom clamp to minimize slippage.

2. Bearings: Unit shall have permanently lubricated ball bearings and eccentric mechanism.
3. Drive: Mechanism shall be completely enclosed in a bolted sheet steel housing.
4. Motor: Air driven motor shall be explosion proof and rated for continuous duty as long as standard shop air is used.
5. Frame: Heavy steel channel frame shall be drilled for floor, bench, or pedestal mounting.
6. Operating control: Needle valve shall provide variable speed control.

C. Utilities Available:
   1. Air: 1/4 Inch NPT, up to 4.3 SCFM at 90-150 PSI.

D. Finish: Durable enamel in manufacturer's standard color.

E. Manufacturers Reference:
   1. Primary manufacturer: Specifications are based on equipment identified herein by manufacturer's name and model to establish acceptable standards of quality, performance, features, and construction.
      
      a. Dedoes
         1050 W. West Maple Road
         Walled Lake, Michigan 48380
         Phone: (800) 521-7086
         Fax: (248) 624-5080
         Website: www.dedoes.com

      b. Model: Air Cyclone Paint Shaker

   2. Other manufacturers: Above named manufacturer constitutes only known source of equipment specified. Contingent upon compliance with these specifications and documentation requirements set forth in SUBMITTALS, equipment produced by other manufacturers may be considered as equal.
      
      a. Midwest Mixing, Incorporated
         5630 Pleasant Boulevard
         Chicago Ridge, Illinois 60415
         Phone: (708) 422-8100
         Fax: (708) 422-8140
         Website: www.thomasregister.com

PART 3 - EXECUTION

3.01 INSPECTION

   A. Coordinate location of rough-in work and utility stub-outs to assure match with equipment to be installed.

   B. Inspect delivered equipment for damage from shipping and exposure to weather. Compare delivered equipment with packing lists and specifications to assure receipt of all items.

3.02 INSTALLATION
TRANSPORTATION TECHNOLOGY COMPLEX

A. Perform work under direct supervision of Foreman or Construction Superintendent with authority to coordinate installation of scheduled equipment with Architect.

B. Install equipment in accordance with plans, shop drawings and manufacturer's instructions:
   1. Positioning: Place equipment in accordance with any noted special positioning requirements generally level, plumb and at right angles to adjacent work.
   2. Fitting: Where field cutting or trimming is necessary, perform in a neat, accurate, professional manner without damaging equipment or adjacent work.
   3. Anchorage: Attach equipment securely to floor, as directed by Architect, to prevent damage resulting from inadequate fastening. Installation fasteners shall be installed to avoid scratching or damaging adjacent surfaces.
   4. Upon completion of work, finish surfaces shall be free of tool marks, scratches, blemishes, and stains.

3.03 TESTING

A. After final connections are made and prior to authorizing payment, specified equipment shall be tested for compliance with all specified features in the presence of the Architect using acceptance procedures provided by the manufacturer.

3.04 CLEANUP

A. Touch-up damage to painted finishes.
B. Wipe and clean equipment of any oil, grease, and solvents, and make ready for use.
C. Clean area around equipment installation and remove packing or installation debris from job site.
D. Notify Architect for acceptance inspection.

3.05 TRAINING

A. Direct the technical representative to provide specified hours of training to designated Owner's maintenance personnel in operation and maintenance of the following equipment. Coordinate, with Owner, training schedule and list of personnel to be trained.
   1. BOOTH, PAINT, VEHICLE, DOWNDRAFT, AUTOMOTIVE
      Equipment Mark Number 6109 – 8 Hours
   2. PERSONAL BREATHING PROTECTION
      Equipment Mark Number 6232 – 4 Hours

B. Obtain, from technical representative, a list of Owner's personnel trained in equipment operations and maintenance.

C. Provide a VHS format tape of Training Session. Tape can be of live session or produced training video.
**BACKGROUND:**

From time to time during the Measure C bond program, additional civil engineering services are required for various projects, and CSW-Stuber-Stroeh has been assigned as the District’s civil engineer for these services. Amendment #14 to CSW’s contract, presented herein for approval, covers the following tasks:

**Amendment #14**

**$23,650**

Civil engineering support services for Environmental Impact Report (§10A). This work was originally assigned under Amy Skewes-Cox’s contract but was transferred to CSW because they are the most suitable firm to complete the work.

**FISCAL IMPACT:**

This amendment will be paid from Measure C bond funds. This is a task order contract.

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

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>District-wide master planning and assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment #1</td>
<td>Larkspur Annex Design (#321A)</td>
</tr>
<tr>
<td>Amendment #2</td>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), Initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
</tr>
<tr>
<td>Amendment #3</td>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
</tr>
<tr>
<td>Amendment #4</td>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
</tr>
<tr>
<td>Amendment #5</td>
<td>Design services for Kentfield West Campus Bridge (#301A), Supplemental topographic surveying for PE Complex (#308B)</td>
</tr>
<tr>
<td>Amendment #6</td>
<td>Design services for utility extensions to PE Complex (#308B)</td>
</tr>
<tr>
<td>Amendment #7</td>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
</tr>
<tr>
<td>Amendment #8</td>
<td>Survey work Fine Arts and Performing Arts boundaries. Topographic base map for the Greenhouses project at IVC Design services for Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project</td>
</tr>
<tr>
<td>Amendment #9</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
</tr>
<tr>
<td>Amendment #10</td>
<td>Provide Design and Construction Administrative Services for utilities to support Larkspur Annex Restroom Trailer (Project #321B) Geotechnical boring and report for Transportation Technology Complex (Project #402A)</td>
</tr>
</tbody>
</table>
Amendment # 11 $34,660 Program Level services (District Civil Engineer Project # 803A) for Boundary and Topographic Surveys corrections
Amendment # 12 $15,408 Additional services for Boundary and Topographic Surveys (corrective work and Greenhouse/Shade Structure)
Amendment # 13 $81,190 Design and construction administration services for Parking Lot-Bioswale (401B), Campus Corner Relocation (DSPS & Health Services) (850G), Geothermal Field KTD (305B) and Geothermal Field IVC (417B)
Amendment # 14 $23,650 Environmental Impact Report Civil Engineering Support Services (810A)

Total Contract Amount $1,355,218

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 14 to CSW/Stuber-Stroeh Engineering in the amount of $23,650 for the civil engineering services listed above.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 12/1/07  Consultant: CSW/Stuber-Stroeh

Project(s) (name and number): EIR (810A)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original    or    Amendment # 14

Amount of this contract/amendment: $23,650

Total amount of contract to date including this amendment $1,355,218

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

___ Full agreement  ___ Changes to agreement

___ Appendix A  ___ Changes to Appendix A

___ Appendix B  ___ Changes to Appendix B

___ Appendix C  ___ Changes to Appendix C

___ Appendix D  ___ Changes to Appendix D

___ Appendix E  ___ Changes to Appendix E

___ Other backup materials?

Reviewed:

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

If not, why not?  No change to legal language

Agenda cover page prepared by:  Reviewed by:

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

Amendments

☐ Are there changes to the master agreement?
  Have they been reviewed by legal counsel?

☐ 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?
AMENDMENT 14

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

December 11, 2007

AMENDMENT 14 to APPENDIX A – SCOPE OF SERVICES

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

APPENDIX A

1. Additional Services

   EIR SUPPORT SERVICES ($10A) as follows:
   1. Meetings and telephone conferences with EIR consultant and sub-consultants
   2. Meeting with COM and Swinerton staff, City of Larkspur Staff, “Friends of Corte
      Madera Creek”, and Academic staff.
   3. Preparation of Special Exhibits for EIR report
   4. Detail review of final Draft EIR
   5. Editing of relevant civil related sections on DEIR

END OF AMENDMENT 14 TO APPENDIX A
AMENDMENT 14 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2003 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

1. Amount of Compensation for Services to Consultant

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>436,667</td>
</tr>
<tr>
<td>District-wide master planning and assessment</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>21,560</td>
</tr>
<tr>
<td>Larkspur Annex Design (#321A)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 2</td>
<td>188,755</td>
</tr>
<tr>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 3</td>
<td>87,010</td>
</tr>
<tr>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 4</td>
<td>12,040</td>
</tr>
<tr>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 5</td>
<td>86,170</td>
</tr>
<tr>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 6</td>
<td>18,550</td>
</tr>
<tr>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 7</td>
<td>285,988</td>
</tr>
<tr>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
<td></td>
</tr>
<tr>
<td>Amendment # 8</td>
<td>30,220</td>
</tr>
<tr>
<td>Topographic and design services for New Fine Arts Project (306C), Performing Arts Modernization Project (306A), Transportation Technology Complex Project (402A) and Greenhouse/Shade Structure Project (830C)</td>
<td></td>
</tr>
<tr>
<td>Amendment # 9</td>
<td>14,950</td>
</tr>
<tr>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
<td></td>
</tr>
<tr>
<td>Amendment # 10</td>
<td>19,000</td>
</tr>
<tr>
<td>Provide Design and Construction Administrative Services to the Larkspur Annex Restroom Trailer (Project # 321B) and Geotechnical Borings and report for Transportation Technology Complex (Project # 402A)</td>
<td></td>
</tr>
</tbody>
</table>
Amendment # 11  
$34,660
Program Level services (District Civil Engineer Project # 803A) for boundary and topographical surveys

Amendment # 12  
$15,408
Program Level services (District Civil Engineering Project # 803A) for boundary and topographical surveys (services in addition to Amendment # 11) 
Greenhouse & Shade Structure Project # 850C topographical map design work

Amendment # 13  
$81,190
Design and construction administration services for Parking Lot-Bioswale (401B); Campus Corner Relocation (DSPS & Health Services) (830G); Geothermal Field KTD (305B); Geothermal Field IVC (417B)

Amendment # 14
EIR SUPPORT SERVICES (810A) as follows:
1. Meetings and telephone conferences with EIR consultant and sub-consultants
2. Meeting with COM and Swinerton staff, City of Larkspur Staff, “Friends of Corte Madena Creek”, and Academic staff.
3. Preparation of Special Exhibits for EIR report
4. Detail review of final Draft EIR
5. Editing of relevant civil related sections on DEIR

Total Amendment # 14  
$23,650

Total Contract Amount  
$1,355,218

1.1 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 14 to Appendix A – Scope of Services shall not exceed $23,650. Payments made for services authorized under AMENDMENT 14 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 14 TO APPENDIX B
AMENDMENT 14 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, 2003 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Strech Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 14 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>EIR SUPPORT SERVICES (810A)</td>
<td>Follows EIR Schedule</td>
</tr>
</tbody>
</table>
AMENDMENT 14 to Appendix D – Deliverables

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

1. Deliverables for Work Authorized under AMENDMENT 14 to Appendix A – Scope of Work

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

   1. Meetings and telephone conferences with EIR consultant and sub-consultants (Amy Skewes Cox, Natalie Macris, Jim Martin, etc.) regarding:
      a. County APN's
      b. Creek erosion plans
      c. Bioretention and bioswales
      d. Existing easements
      e. Flood plans
      f. Project descriptions and schedules

   2. Meeting with COM and Swinerton staff, City of Larkspur Staff, “Friends of Corte Madera Creek”, and Academic staff.

   3. Preparation of Special Exhibits for DEIR
      a. Drainage for KTD and IVC
      b. Parcel and boundaries at KTD East Campus
      c. Erosion control maps
      d. Capacity calculations for various utilities
      e. Modification of various exhibits for EIR use.

   4. Review of Draft EIR
      a. Relevant civil related sections

END OF AMENDMENT 14 TO APPENDIX D
AMENDMENT 14 TO APPENDIX E – INSURANCE

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

No Changes.

END OF AMENDMENT 14 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 14 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By ___________________________ Date __________________

_______________________________ Its ________________
BOARD AGENDA ITEM

Te: Board of Trustees
From: Superintendent/President
Date: December 11, 2007
Item & File No. C.12.G.2(b)

Subject: Environmental Impact Report (810A) District CEQA Consultant Services
Amy Skewes-Cox – Amendment # 6

Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): LF Amendment # 6 (deductive)

BACKGROUND:

The Environmental Impact Reports (EIR's) for the Measure C bond program were produced by the CEQA consultant team headed by and under contract to Amy Skewes-Cox. This process included various civil engineering support services. During EIR development, it became clear that it was more efficient to have the District Civil Engineer, CSW Stuber-Stroeh, perform these services because of their first-hand knowledge of site conditions and established relationships with various agencies and stakeholders. Amendment #6, a credit to the Skewes-Cox contract, transfers funds to the CSW contract for this work.

Amendment #6 ($24,000)

FISCAL IMPACT:

This amendment will be paid from Measure C bond funds. This is a task order contract.

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

- Original Contract Amount $175,466
  District-wide environmental assessments
- Amendment #1 $50,000
  Archeological monitoring; biological oversight of early projects; and
categorical exemption work.
- Amendment #2 $35,000
  IVC Creek Erosion Mitigation Tasks; Wetlands Delineations; Archeological
  Site Surveys; and Architectural historian scoring tasks
- Amendment #3 $100,000
  Preparation tasks for campus EIRs including preparation of EIR Initial Studies
- Amendment #4 $281,970
  Final EIR tasks and Report
- Amendment #5 $0
  Contract time extension
- Amendment #6 ($24,000)
  Deductive contract amendment for Civil Engineering support tasks

Total Contract Amount $618,436

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 6 to Amy Skewes-Cox in the amount of ($24,000) credit for EIR Civil Engineering support tasks.

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: 12/11/07    Consultant: Amy Skewes-Cox

Project(s) (name and number): EIR (810A)

Type of contract (check all that apply):

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

___ Short form    ___ Long form

Original    or    Amendment # (0)

Amount of this contract/amendment: $ <24,000>

Total amount of contract to date including this amendment $ 1018,436

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

___ Full agreement    ___ Changes to agreement    Reviewed:

___ Appendix A    ___ Changes to Appendix A    Reviewed: PJK

___ Appendix B    ___ Changes to Appendix B    Reviewed: PJK

___ Appendix C    ___ Changes to Appendix C

___ Appendix D    ___ Changes to Appendix D

___ Appendix E    ___ Changes to Appendix E

___ Other backup materials?    Reviewed:

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

If not, why not? No change to legal language

Agenda cover page prepared by:    Reviewed by: PJK

Submittal sign-off:

Program Manager: PJK    Director: [Signature]

Amendment Checklist  11/17/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

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

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

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

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

☑ Do the numbers all add up correctly?
    Yes No

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

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

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

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

Agenda cover page

☑ Is the type of contract clearly defined?
    Basic or additional service?
    [Conduct] 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
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Subject: PE Complex Portables (850F) Design Services HKIT – Amendment # 5  
Reason for Board Consideration: ACTION APPROVAL  
Date: December 11, 2007  
Item & File No. C12.G.2(c)  
Enclosure(s): LF Amendment # 5

BACKGROUND:

On April 17, 2007 the Board approved a contract with HKIT for design services related to the Measure C bond modernization program. Amendments #1 through #4 were previously approved.

Amendment #5, presented herein for approval, covers additional services related to the PE Complex Portables Project (850F) reflecting 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.

Amendment # 5  $ 3,120

FISCAL IMPACT:

Amendment # 5 will be paid from bond funds.

The total amount of this contract is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original 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>Amendment # 3</td>
<td>$34,000</td>
</tr>
<tr>
<td>Amendment # 4</td>
<td>$ 100,800</td>
</tr>
<tr>
<td>Amendment # 5</td>
<td>$ 3,120</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td>$ 1,739,580</td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment #5 to HKIT in the amount of $3,120 for additional design and construction administration services for the PE Complex Portables project (#850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 12/11/07  Consultant: HKIT

Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

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

___ Short form  __ Long form

Original _____ or Amendment # 5

Amount of this contract/amendment: $ 3,126

Total amount of contract to date including this amendment $ 1,739,580

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

___ Full agreement  ___ Changes to agreement  Reviewed:

___ Appendix A  ___ Changes to Appendix A  Reviewed: FBS

___ Appendix B  ___ Changes to Appendix B  Reviewed: FBS

___ Appendix C  ___ Changes to Appendix C  Reviewed: FBS

___ Appendix D  ___ Changes to Appendix D  Reviewed: FBS

___ 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:  FBS  Reviewed by:  FBS

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

<table>
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<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Are there changes to the master agreement?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td></td>
</tr>
<tr>
<td>✓ Appendix A: is the scope of work consistent with the requirements of the master agreement?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Is the fee within budget?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td></td>
</tr>
<tr>
<td>✓ Do the numbers all add up correctly?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Appendix E: has the insurance requirement changed?</td>
<td>N/A Yes No</td>
</tr>
<tr>
<td>Reviewed by legal counsel?</td>
<td></td>
</tr>
<tr>
<td>✓ Coordination: cross-check all items in amendment with one another</td>
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<table>
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<tr>
<th>Agenda cover page</th>
<th>Reviewed by:</th>
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<tbody>
<tr>
<td>✓ Is the type of contract clearly defined?</td>
<td>Yes No</td>
</tr>
<tr>
<td>Basic or additional service?</td>
<td>Basic Add'l</td>
</tr>
<tr>
<td>✓ Is the reason for the amendment clearly stated?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Do the amendment amounts match the amended Appendix B?</td>
<td>Yes No</td>
</tr>
<tr>
<td>✓ Are the project title and number included and correct?</td>
<td>Yes No</td>
</tr>
</tbody>
</table>
AMENDMENT 5

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

December 11, 2007

AMENDMENT 5 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

   Project # 850F – PE Complex Portables

   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.

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

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

1. Amount of Compensation for Services to Consultant

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

Amendment #2 $92,700
- Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services

Amendment #3 $34,000
- Coordinate & assist with site and classroom layouts
- Provide Construction Documents and Project Manual
- Assist with project bidding and provide construction administration services

Amendment #4 $106,800
- Project #850G – Campus Corner Relocation (DSPS & Health Services)
- Portables (DSPS & Health Services) – Conceptual design services
- Student Services Remodel – Design and coordination
- Fusselman Hall Reuse – Provide conceptual design services

Total Amendment #5 $3,120
- 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.

Total Contract Amount $1,739,580

1.1 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 5 to Appendix A – Scope of Services shall not exceed $3,120. Payments made for services authorized under AMENDMENT 5 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 5 TO APPENDIX B
AMENDMENT 5 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Harisonk Kornis & 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 5 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revise construction documents</td>
<td>12/31/07</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 5 TO APPENDIX C
AMENDMENT 5 to Appendix D – Deliverables

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

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

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

- Revised construction drawings reflecting program changes.

END OF AMENDMENT 5 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 5 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 ___________________

Dana A. Youngdale Its President

By ___________________________ Date ___________________

Thomas C. Breathing Its Vice-President
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  
BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>December 11, 2007</td>
</tr>
</tbody>
</table>
| Subject:     | PE Complex Portables Project (#850F)  
Moving Services  
Nor-Cal Moving Services - Short Form Professional Services Agreement |
| Reason for Board Consideration: | ACTION APPROVAL | Enclosure(s): |
|              | SF Prof Services Agreement |

**BACKGROUND:**

Moving services are necessary for relocating the PE Complex Program’s furniture, materials and equipment from 700 College Ave. into portables onsite, storage onsite and storage on the Indian Valley Campus. Informal proposals were accepted for this work. The District recommends that the Board award a new short form professional services agreement with Nor-Cal Moving Services in the amount of $10,195 for this work.

**FISCAL IMPACT:**

The Short Form Professional Services Agreement will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve a Short Form Professional Services Agreement with Nor-Cal Moving Services in the amount of $10,195 for moving services for the PE Complex Portables Project (#850F).
Measure C Bond Modernization Program  
Checklist for Consultant Contract Review

Date: 12/11/07  Consultant: Nor-Cal Moving Services  
Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

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

Original [ ] or Amendment # __________

Amount of this contract/amendment: $10,195

Total amount of contract to date including this amendment $10,195

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

[ ] Full agreement  [ ] Changes to agreement  Reviewed: [Signature]

[ ] Appendix A:  [ ] Changes to Appendix A  Reviewed: [Signature]
[ ] Appendix B:  [ ] Changes to Appendix B  Reviewed: [Signature]
[ ] Appendix C:  [ ] Changes to Appendix C  Reviewed: [Signature]
[ ] Appendix D:  [ ] Changes to Appendix D  Reviewed: [Signature]
[ ] Appendix E:  [ ] Changes to Appendix E  Reviewed: [Signature]
[ ] Other backup materials? Reviewed: [Signature]

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

If not, why not? No change to legal language

Agenda cover page prepared by: [Signature]  Reviewed by: [Signature]

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

Amendments

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

Agenda cover page

☐ Is the type of contract clearly defined? Basic or additional service? Yes No
☐ Is the reason for the amendment clearly stated? N/A Yes No
☐ Do the amendment amounts match the amended Appendix B? Yes No
☐ Are the project title and number included and correct? Yes No
CONSULTANT:  
Nor-Cal Moving Services  
2001 Marina Blvd  
San Leandro, CA 94577  
(510) 357-7111 phone / (510) 357-6111 fax

December 11, 2007

I. SCOPE OF THE SERVICES

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

1. PE Complex Portables (850F) relocation services-move item from 700 College Ave to portables onsite, storage onsite and to the Indian Valley Campus in Novato.

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Agreement is $ 10,195 inclusive of reimbursable expenses to be paid as: lump sum with progress payments, with a guaranteed not to exceed price of $ 10,195.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through January 31, 2008.
IV. TERMS AND CONDITIONS

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

(2) The requisition number, purchase order number, District project number, consultant’s invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

By U.S. Postal Service:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

By overnight and express delivery services:
Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-5
Kentfield, CA 94904

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $10,195.

CONSULTANT

MARIK COMMUNITY COLLEGE DISTRICT

<table>
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<tr>
<th>Name</th>
<th>Date</th>
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<tr>
<td>Al Harrison</td>
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<tr>
<td>Vice President</td>
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<tr>
<td>College Operations</td>
<td>Date</td>
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</table>
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the “District”), and Nor-Cal Moving Services (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. **Insurance terms and conditions:**

2.1 **Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.**

On Consultant's Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

2.3 Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."

2.4 Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

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

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

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

3.2 **Send Insurance Certificate and Endorsement to:**

**Copy by fax to:**  
Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-884-3139  
fax: 415-721-7039

**Original by mail to:**  
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

END OF APPENDIX A
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: December 11, 2007
Item & File No. C.12.G.2(e)

Subject: Shade & Greenhouse Structures Project (#850C)
Moving Services
Crossroads Relocation Services, Inc. - Short Form Professional Services Agreement

Reason for Board Consideration: ACTION APPROVAL

Enclosure(s): SF Prof Services Agreement

BACKGROUND:
Moving services are necessary for relocating the Environmental Landscape Program construction lab from the Kentfield Campus to the Indian Valley Campus, Miwok Cluster building 13, rooms 120 and 121. Informal proposals were accepted for this work. The District recommends that the Board award a new short form professional services agreement with Crossroads Relocation Services, Inc. in the amount of $3,158 for this work.

FISCAL IMPACT:
The Short Form Professional Services Agreement will be paid from Measure C bond funds.

RECOMMENDATION:
The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for Crossroads Relocation Services, Inc. in the amount of $3,158 for moving services related to the Shade & Greenhouse Structures Project (#850C).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 12/11/07  Consultant: Crossroads Relocation Svs
Project(s) (name and number): Shade & Greenhouse Structures (8500)

Type of contract (check all that apply):

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

Original ✓ or Amendment # _________

Amount of this contract/ampendment: $3,158

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

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

✓ Full agreement  ___ Changes to agreement  Reviewed: FDS
 ___ Appendix A  ___ Changes to Appendix A  Reviewed:
 ___ Appendix B  ___ Changes to Appendix B  Reviewed:
 ___ Appendix C  ___ Changes to Appendix C  Reviewed:
 ___ Appendix D  ___ Changes to Appendix D  Reviewed:
 ___ Appendix E  ___ Changes to Appendix E  Reviewed:
 ___ Other backup materials?  Reviewed:

Legal review required?  ___ Yes  ✔ No  If yes, counsel’s initials: _________
If not, why not?  No change to legal language

Agenda cover page prepared by: GJ  Reviewed by: FDS

Submittal sign-off:
Program Manager: FDS  Director: AM

Amendment Checklist  11/17/2007  1
Amendments

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

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

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

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

☐ Do the numbers all add up correctly? Yes No

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

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

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

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

Agenda cover page

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

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

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

☐ Are the project title and number included and correct? Yes No
COLLEGE OF
MARIN
MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue,
Kentfield, CA 94904

SHORT FORM OF
PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:
Crossroads Relocation Services, Inc.
38507 Cherry Street # C
Newark, CA 94560
(510) 248-0800 phone / (510) 248-0899 fax

December 11, 2007

I. SCOPE OF THE SERVICES

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

1. Shade & Greenhouse Structures (850C) Environmental Landscape Program Relocation moving services to move the existing construction lab from the Dance/Landscape Building at Kentfield to Miwok 13, rooms 120 and 121 at the Indian Valley Campus.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $3,158 inclusive of reimbursable expenses to be paid as a lump sum with progress payments, with a guaranteed not to exceed price of $3,158.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through January 18, 2008.
IV. TERMS AND CONDITIONS

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

(2) The requisition number, purchase order number, District project number, consultant’s invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

By U.S. Postal Service:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

By overnight and express delivery services:
Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $3,158.

CONSULTANT

MARIN COMMUNITY COLLEGE DISTRICT

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<th>Name</th>
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6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the “District”), and Crossroads Relocation Services, Inc. (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. **Insurance terms and conditions:**

2.1 **Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.**

On Consultant’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Certificate of Insurance shall include the following statement: “Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof.”

2.4 Consultant’s insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

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

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

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

3.2 **Send Insurance Certificate and Endorsement to:**

**Copy by fax to:**
Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-884-3139  
fax: 415-721-7059

**Original by mail to:**
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

**END OF APPENDIX A**
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:       Board of Trustees
From:     Superintendent/President
Date:     December 11, 2007
Item & File No. C.12.G.2(f)

Subject:  PE Complex Modernization Project (#308B) & PE PV's Project (#308D)  
          Inspection Services  
          Quali-Con Enterprises, Inc. - Short Form Professional Services Agreement

Reason for Board Consideration:  ACTION APPROVAL

Enclosure(s):  SF Prof Services Agreement

BACKGROUND:

DSA inspection services will be required for the PE Complex Modernization Project (#308B) and the PE PV's Project (#308D). The District recommends approving a Short Form Professional Services Agreement with Quali-Con Enterprises, Inc. in the amount of $228,800 for this project. Quali-Con Enterprises, Inc. is included in the list of professional services inspection candidates previously approved by the Board.

FISCAL IMPACT:

The Short Form Professional Services Agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for Quali-Con Enterprises, Inc. in the amount of $228,800 for DSA Inspection Services for the PE Complex Modernization Project (#308B) and the PE PV's Project (#308D).

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: __12/11/07__ Consultant: Qual-Con Enterprises, Inc.

Project(s) (name and number): PE Complex Modernization (3086) & PE PVS (3083)

Type of contract (check all that apply):

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

- [√] Short form
- [ ] Long form

Original [√] or Amendment # ___

Amount of this contract/amendment: $228,800

Total amount of contract to date including this amendment $228,800

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

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

Reviewed: __EB__

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: __EB__

Submittal sign-off:
Program Manager: __EB__ Director: __McMurrick__
### Amendments

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

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<td>Is the type of contract clearly defined?</td>
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<td></td>
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<tr>
<td>Basic or additional service?</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Is the reason for the amendment clearly stated?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do the amendment amounts match the amended Appendix B?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Are the project title and number included and correct?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
CONSULTANT: Quali-Con Enterprise, Inc.
4004 Hope Lane
Dunnsmuir, CA 96025
(650) 722-2587 phone / (925) 479-9336 fax

December 11, 2007

I. SCOPE OF THE SERVICES

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

1. Provide DSA Inspection Services for the duration of construction activities for the PE Complex Modernization Project (308B) and the PE PVs Project (308D).

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $228,800 inclusive of reimbursable expenses to be paid as: $0 per schedule of rates and charges, with a guaranteed not to exceed price of $228,800.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through June 30, 2009.
IV. TERMS AND CONDITIONS

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

(2) The requisition number, purchase order number, District project number, consultant's invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

By U.S. Postal Service:  
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

By overnight and express delivery services:  
Marin Community College District  
c/o Swinerton Management & Consulting  
835 College Avenue, Building MS-3  
Kentfield, CA 94904

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $228,800.

CONSULTANT

______________________________  ________________________________
Name                                      Date
Title                                      Date

MARIN COMMUNITY COLLEGE DISTRICT

______________________________  ________________________________
Name                                      Date
Title                                      Date

Vice President College Operations
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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12. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
**BACKGROUND:**

On August 31, 2005 the Board awarded a task order professional services agreement to AlfaTech Cambridge Group for mechanical, electrical, plumbing (MEP) and information technology (IT) consulting and design services related to the Measure C bond program. Amendments #1 through #13 were previously approved.

Amendment #14 is presented herein for approval to provide MEP and IT services for two bond projects, as follows:

- **$33,330** MEP/IT design work is required to support utility service (Project 407C) to the new IVC Main Building and upgraded and new utility service to the Transportation Technology Complex renovation. Work will include electrical design services for new utility services, including data, telecommunication infrastructure and design of new utility pad in parking lot #2.

- **$ 6,820** Additional MEP/IT design services are required for owner requested program changes to the PE Complex Portables (850F) in support of the PE Complex Modernization project. These services will include electrical and technology design revisions.

**FISCAL IMPACT:**

Amendment # 14 will be paid from bond funds. This is a task order contract.

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

| Original Contract Amt | $ 487,035.00 | District-wide master planning  
|-----------------------|--------------|---------------------------------|
| Amendment # 1 | $ 64,080.00  | District-wide Security Assessment  
| Amendment # 2 | $ 139,110.00 | Photometric Study, exterior lighting; assessment & evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer & electrical utilities for each building & develop evaluation of primary utility infrastructure. Project specific expanded design & construction phase scopes for Larksper Annex Demolition (Project # 321A)  
| Amendment # 3 | $ 68,300.00  | Energy modelling for KTD projects  
| Amendment # 4 | $ 40,000.00  | Study on Emerging Solar Technologies  
| Amendment # 5 | $  6,907.50  | Develop District Security Standards  

<p>| Action Approval | Enclosure(s): LF Amendment # 14 |</p>
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<th>Amount</th>
<th>Description</th>
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<tr>
<td>6</td>
<td>$97,200.00</td>
<td>Geothermal field test bores; KTD and IVC</td>
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<td>7</td>
<td>$198,740.00</td>
<td>Photovoltaic energy system design for PE Complex (Project #308D)</td>
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<td>8</td>
<td>$20,000.00</td>
<td>IVC Power Plants – (Project #407A) – Boiler Replacement</td>
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<td>9</td>
<td>$191,800.50</td>
<td>KTD: Replace Chiller (Project #850A)</td>
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<td>District-wide: Technology Infrastructure Standards (Project #210C)</td>
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<tr>
<td></td>
<td></td>
<td>(Project #417B)</td>
</tr>
<tr>
<td>11</td>
<td>$19,680.00</td>
<td>Provide design and construction phase services for temporary housing space</td>
</tr>
<tr>
<td></td>
<td></td>
<td>for PE Complex Modernization (Project #850F)</td>
</tr>
<tr>
<td>12</td>
<td>$10,000</td>
<td>Design services support Larkspur Annex Restroom (Project #321B)</td>
</tr>
<tr>
<td>13</td>
<td>$130,106</td>
<td>Assessment of conceptual relocation space for DSPS (Project #850G)</td>
</tr>
<tr>
<td>14</td>
<td>$40,150</td>
<td>New fire road light detail assessment and design services Parking Lot-Bioswale (Project #401B) &amp; Pathways (Project #413A); Light pole detail assessment and design services for Transportation Tech Complex (Project #402A); Design and construction administration services for Campus Corner Relocation (Project #850G)</td>
</tr>
</tbody>
</table>

**Total Contract** $1,962,498

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 14 to Alpha Tech Cambridge Group in the amount of **$40,150** for design work in support of utility extensions to the new Main Building Complex and Trans Tech Complex renovation projects and design services for owner requested changes to portable building layouts for the 12 KV Utility Extension project (407C) and the PE Complex Portables project (850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 12/4/07 Consultant: Alfa Tech Cambridge Grp

Project(s) (name and number): 12 KV Utility Extension (401C)
& PE Complex Portables (850F)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original  or  Amendment # 14

Amount of this contract/amendment: $ 40,150

Total amount of contract to date including this amendment $ 1,962,498

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

___ Full agreement  ___ Changes to agreement

___ Appendix A  ___ Changes to Appendix A

___ Appendix B  ___ Changes to Appendix B

___ Appendix C  ___ Changes to Appendix C

___ Appendix D  ___ Changes to Appendix D

___ Appendix E  ___ Changes to Appendix E

___ Other backup materials?

Reviewed:  

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

If not, why not?  No changes to legal language

Agenda cover page prepared by:  Reviewed by:

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

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

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### Agenda cover page

<table>
<thead>
<tr>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President Al Harrison</td>
</tr>
</tbody>
</table>

| ✔ Is the type of contract clearly defined? | Yes No |
| ✔ Basic or additional service? | Basic Add’l |
| ✔ Is the reason for the amendment clearly stated? | Yes No |
| ✔ Do the amendment amounts match the amended Appendix B? | Yes No |
| ✔ Are the project title and number included and correct? | Yes No |
AMENDMENT 14

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

December 11, 2007

AMENDMENT 14 TO APPENDIX A – SCOPE OF SERVICES

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

APPENDIX A

1. Additional Services

   Task 1: Provide Design Services for utility extension to support the new Main Building and the
   Trans Tech Complex renovation project (Auto Tech Buildings Pomo 1 and 2). Work will include
   electrical design services for the 12 KV Utility Extension Project (407C).

   Task 2: Provide Design Services for owner requested changes to portable building layouts for the
   PE Complex Portables (850F) project.

END OF AMENDMENT 14 TO APPENDIX A
AMENDMENT 14 to Appendix B – Payments to Consultant

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

1. Amount of Compensation for Services to Architect

1.1. Original Long Form Contract Amount
    $487,035.00

1.2. Total Amendment # 1
    District-wide Security Assessment
    $64,080.00

1.3. Total Amendment # 2
    Photometric Study, exterior lighting; assessment & evaluation report;
    Master Planning assistance; grant funding application assistance;
    develop baseline data for gas, water, sewer & electrical utilities for
each building & develop evaluation of primary utility infrastructure.
    * Project specific expanded design & construction phase scopes for
    Larkspur Annex Demolition (Project # 321A)
    $139,110.00

1.4. Total Amendment # 3
    Energy modeling for KTD projects
    $68,500.00

1.5. Total Amendment # 4
    Study on Emerging Solar Technologies
    $40,000.00

1.6. Total Amendment # 5
    Develop District Security Standards
    $ 6,907.50

1.7. Total Amendment # 6
    Perform test bores at Kentfield and Indian Valley to determine thermal
    conductivity for application in heating and cooling systems.
    Included are tests and computer modeling for each site.
    $97,200.00

1.8. Total Amendment # 7
    Develop construction documents for crystalline PE Complex PV solar
    Energy panels and supporting structures. Provide bidding assistance and
    Construction phase services.
    $198,740.00

1.9. Total Amendment # 8
    Develop specification documents for replacement of one boiler in Power
    Plant #1 at the IVC campus.
    $ 20,000.00

1.10. Total Amendment # 9
    Design and limited construction services for KTD Replace Chiller
    at Dance/Landscape.
    Develop District-wide Technology Infrastructure Plan and Standards.
    $191,800.50

1.11. Total Amendment #10
    Design and Construction Administration Services for Geothermal Exchange
    Field to provide heating/cooling for SMCP, FA/PA, SS at KTD and
    New Main Building project at IVC
    $449,189.00

1.12. Total Amendment #11
    Design and Construction Administrative Services for utilities to support
    temporary housing and program spaces at PE Complex
    $19,680.00
1.13 Total Amendment # 12
Design and Construction Services for utilities to support the Larkspur Annex Restroom Trailer
(Project # 321B)
Assessment of mechanical systems for concept relocation space for the DSPS Program
(Project # 850G) $ 10,000.00

1.14 Total Amendment # 13
Design and assessment services for Parking Lot-Bioswale (Project # 401B) and Pathways (Project
# 413A). Design and assessment services for site pole lighting for Transportation Tech Complex
project (402A) fire access road. Design and construction administration services for Campus
Corner Relocation (Project # 850G) $ 130,186.00

1.15 Total Amendment # 14
Task 1: Provide Design Services for utility extension to support the new Main Building and the
Trans Tech Complex renovation project (Auto Tech Buildings Pomo 1 and 2). Work will include
electrical and IT design services for the 12 KV Utility Extension Project (407C). $ 33,330

Task 2: Provide Design Services for owner requested changes to portable building layouts for the
PE Complex Portables (850F) project. $ 6,820

Total Amendment # 14 $ 40,150.00

Total Contract Amount $1,962,498.00

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

END OF AMENDMENT 14 TO APPENDIX B
AMENDMENT 14 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 Alf As Tech Cambridge Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 14 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 KV Utility Extension (407C)</td>
<td>2/15/2008</td>
</tr>
<tr>
<td>12 KV Utility Extension (407C) all other phases of work</td>
<td>Schedule to follow Fire Road Installation for project 402A</td>
</tr>
<tr>
<td>PE Complex Portables (850F) Revised CDs</td>
<td>12/24/2007</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 14 TO APPENDIX C
AMENDMENT 14 to Appendix D – Deliverables

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

1. Deliverables for Work Authorized under AMENDMENT 14 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items:

   1. 12 KV Utility Extension (407C)
      a. Coordination with District Civil Engineer
      b. Attend meetings as required by District
      c. Construction Documents
      d. DSA back check work as required
      e. Construction cost estimate
      f. Construction Administration

   2. PE Complex Portables (850F)
      a. Revised construction documents

END OF AMENDMENT 14 TO APPENDIX D
AMENDMENT 14 TO APPENDIX E – INSURANCE

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

"No Changes"

END OF AMENDMENT 14 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 14 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 ________________

_______________________________ ls ________________
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: December 11, 2007

Item & File No. C.12.G.2(h)

Subject: Austin Science Center Roof Repairs (#850E)
Monitoring and Inspections Services
McGinnis Chen Associates, Inc.—Amendment # 2

Reason for Board Consideration: ACTION APPROVAL

Enclosure(s): SF Amendment # 2

BACKGROUND:

On June 12, 2007 the Board awarded a short-form professional services agreement with McGinnis Chen Associates for preliminary services on the Austin Science Center Roof Repairs project (#850E). Amendment #1 was previously approved, covering design and bidding of that project. Amendment #2, presented herein for approval in the amount of $22,911, covers necessary construction phase monitoring, inspection and testing during construction.

FISCAL IMPACT:

This amendment will be paid from Measure C bond funds. The total amount of this contract is as follows:

| Original Contract Amount | $17,500 |
| Amendment #1 | $20,000 |
| Amendment #2 | $22,911 |
| Total Contract Amount | $60,411 |

Field survey; report of findings & recommendations
Develop design construction bid documents
Construction phase monitoring, inspection and testing

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 2 to McGinnis Chen Associates, Inc. in the amount of $22,911 for construction monitoring and inspection services for the Austin Science Center Roof Repairs project (#850E).

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: 12/11/07  Consultant: McGinnis Chen Assoc.
Project(s) (name and number): Austin Science Center Roof Repairs (850E)

Type of contract (check all that apply):

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

Original  or  Amendment # 2

Amount of this contract/amendment: $22,911
Total amount of contract to date including this amendment: $160,411

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

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

Reviewed: [Signature]

Legal review required?  Yes  No  If yes, counsel’s initials: [Signature]
If not, why not? No change to legal language

Agenda cover page prepared by:  Reviewed by: [Signature]

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

Amendments

Reviewed by: [Signature]

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

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

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

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

☑ Do the numbers all add up correctly?
  Yes  No

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

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

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

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

Agenda cover page

Reviewed by: [Signature] Vice President Al Harrison

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

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

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

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

To the Short Form Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
McGinnis Chen Associates, Inc.

December 11, 2007

AMENDMENT 2 TO
SCOPE OF SERVICES, COMPENSATION FOR SERVICES AND SCHEDULE OF
PERFORMANCE

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

I. Scope of the Services
   Construction Phase Monitoring and Inspection Services for the Austin Science Center Roof Repairs Project (850E)

II. Compensation for Services
   a. Original Short Form Contract Amount
      $17,500
      Field survey; report of findings & recommendations
   b. Total Amendment #1
      $20,000
      Develop design construction bid documents
   c. Total Amendment #2
      $22,911
      Construction phase monitoring, inspection and testing

Total Short Form Contract Amount $60,411

III. Schedule of Performance

   Per this Amendment services related to Amendment # 1 and # 2 shall be extended through February 15, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 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 2
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:  Board of Trustees
     Date:  December 11, 2007
From:  Superintendent/President
        Item & File No.  C.12.G.3(a)
Subject:  PE Complex Portables Project (# 850F)
          Award Lease of Storage Containers for Swing Space
Reason for Board Consideration: ACTION APPROVAL
Enclosure(s):  NONE

BACKGROUND:

The PE Programs will need five (5) temporary storage containers (8 by 20 feet each) for approximately 18 months while the PE Complex Modernization project is under construction. Three informal bids were received for this lease agreement, as follows:

- Waterfront Container Leasing Co, Inc.  $12,668
- Hertz  $13,601
- Mobile Mini, Inc.  $13,649

The District recommends that the Board approve a lease agreement with Waterfront Container Leasing Co, Inc. in the amount of $12,668 for these containers.

FISCAL IMPACT:

This lease agreement will be paid from Measure C bond funds budgeted for swing space.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a lease agreement to Waterfront Container Leasing Co, Inc. in the amount of $12,668 for temporary storage containers for PE swing space (850F).
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:      Board of Trustees
         Date: December 11, 2007

From:    Superintendent/President
         Item & File No. C.12.G.4(a)

Subject: Shade & Greenhouse Structures Project (#850C)
         Environmental Landscape Program Relocation

Reason for Board Consideration: Enclosure(s):

RATIFICATION

Pre-Approved Contract

BACKGROUND:

On July 24, 2007 the Board of Trustees authorized bidding and pre-authorized award of construction contracts as needed for work related to the relocation of shade and greenhouse structures from Kentfield to IVC (Project #850C). Informal bids were received for electrical work associated with this project. The Board is now asked to ratify a construction contract for that work to B. Cantaruti Electric Company in the amount of $1,184.

FISCAL IMPACT:

This contract will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify a contract with B. Cantaruti Electric Co. in the amount of $1,184 for the Shade and Greenhouse Structures Project (#850C) Environmental Landscape Relocation electrical work.
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:  B. Cantarutti Electric Co.,
Address:  1575 Indian Valley Road, Novato CA 94947  Attn:  Robin Cantarutti  tel: 415.898.1122 fax: 415.898.3598

I.  NATURE AND EXTENT OF SERVICE
Vendor shall furnish the following services:  Install 2- 100 watt metal halide wall pack fixtures 277v; 1 photocell; 1 lot control & wire to existing lighting circuit for Environmental Landscape construction/irrigation class swing space move preparation to Miwok building 13; rooms 120 & 121.

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 One Hundred Eighty-Four dollars and Thirty cents ($1,184.30) Note: Invoices must be submitted for payment. (Project #8500)

III.  SCHEDULE OF WORK:  Work is to be scheduled between November 1, 2007 and November 30, 2007.

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 Skauer 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.

CONTRACTOR

[Signature] 11-2-07
(Title)

DISTRICT

[Signature] 11-2-07
(Vice-President of Business Operations or designee)
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: December 11, 2007

Item & File No. C.12.G.5(a)

Subject: Pomo 4 Roof Replacement Project (#402B)
        Scope changes
        Change Order #1 - Western Roofing Service

Reason for Board Consideration: ACTION APPROVAL

Enclosure(s):
Change Order #1

BACKGROUND:

On September 18, 2007 the Board awarded a contract to Western Roofing Service to replace the Pomo 4 Roof (Project #402B). Change Order #1 is presented herein for approval, as follows:

Total Change Order Costs $2,795
Unforeseen site conditions:
• Raise (4) existing roof vent curbs
• Electrical disconnect/extension/reconnect at (4) existing roof vent units
• Additional nailing of existing plywood as requested by the Inspector of Record (IOR)

FISCAL IMPACT:

This project change order will be paid from Measure C bond funds. The total amount of this contract to date, shown below, includes 1.3% in change orders.

Original Contract $219,098
Change Order #1 $2,795
Total Contract $221,893

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order #1 in the amount of $2,795 to Western Roofing Service for the Pomo 4 Roof Replacement Project (#402B).
### Contract Change Order

**PROJECT No.:** 020A  
**CONTRACTOR:** Roofing Constructors, Inc. & Buh Western Roofing Service  
**OWNER:** Marin County College District  
**Architect:** SNEIT Buehaken George Uchida & Taylor  
**Date:** December 11, 2007

#### Items Proposed to be Made

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Cost</th>
<th>Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Labor, materials and equipment associated with making existing roofs suitable to receive new roofing materials and avoid water intrusion issues. The work of this proposed represents additional work requested by the District set in contract construction contract, Reference: PCD-01, dated 11/16/07.</td>
<td>$1,225.00</td>
<td>1 day</td>
</tr>
<tr>
<td>2.</td>
<td>Labor, materials and equipment associated with electrical disconnect and re-connection of existing roof vents to accommodate dry setting of roof vents described in Item 4.1, above. The work of this proposed represents additional work requested by the District set in contract construction contract, Reference: PCD-02, dated 11/16/07.</td>
<td>$900.00</td>
<td>1 day</td>
</tr>
<tr>
<td>3.</td>
<td>Labor, materials and equipment associated with additional coating of existing plywood panels as required by Project Inspector. The work of this proposed represents additional work requested by the District set in contract construction contract, Reference: PCD-03, dated 11/16/07.</td>
<td>$672.00</td>
<td>1 day</td>
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</tbody>
</table>

**End of Item**  
**Subtotal:** $2,798.00  
**Total:** $2,798.00

#### Agreement

**CONTRACT VALUE ADJUSTMENT**

<table>
<thead>
<tr>
<th>Change Order</th>
<th>Original Contract Price</th>
<th>Net Change By Previously Authorized Change Order</th>
<th>Net Change By This Change Order</th>
<th>Contract Price Prior To This Change Order</th>
<th>Contract Price Including This Change Order</th>
<th>TIME ADJUSTMENT</th>
<th>Date of Substantial Completion As Of The Date Of This Change Order</th>
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</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>$210,000.00</td>
<td>$1,225.00</td>
<td>$221,225.00</td>
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<td></td>
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<tr>
<td>Item 2</td>
<td>$200,000.00</td>
<td>$900.00</td>
<td>$200,900.00</td>
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<td>Item 3</td>
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<td>$672.00</td>
<td>$170,672.00</td>
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**Total Change:** $4,798.00

#### Issued By Construction Manager

- **By:** SNEIT Buehaken George Uchida & Taylor  
- **Date:** December 11, 2007

#### Agreed By Contractor

- **By:** Roofing Constructors, Inc. & Buh Western Roofing Service  
- **Date:** December 11, 2007

#### Recommended By Program Manager

- **By:** Marin Community College District  
- **Date:** December 11, 2007

#### Recommended By Owner

- **By:** Rich Graziante, Program Manager  
- **By:** Bob Fowler, Director of Maintenance & Operations  
- **Date:** December 11, 2007

#### Approved By

- **By:** Marin Community College District  
- **By:** T.S. Coonrod, Director of Administration  
- **By:** A. Harring, FP College Operations  
- **Date:** December 11, 2007

**Distribution:**  
- Contractor  
- Other
To: Board of Trustees  
From: Superintendent/President  
Date: December 11, 2007  
Item & File No. C.12.G.5(b)  
Subject: Larkspur Annex Restroom Project (#321B)  
Scope change – create access to side door  
Change Order #1, Ongaro & Sons  
Reason for Board Consideration: ACTION APPROVAL  
Enclosure(s): Change Order #1

BACKGROUND:

On July 24, 2007 the Board pre-authorized award of a construction contract to Ongaro & Sons to complete the plumbing hook ups for the Larkspur Annex Restroom Project (#321B). The District recommends the Board approve Change Order #1 to create access to the side door of the Larkspur Annex Restroom trailer.

Change Order #1 $787

FISCAL IMPACT:

This change order will be paid from Measure C bond funds.

Original Contract $7,675
Change Order #1 $787

Total Contract $8,462

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order #1 to Ongaro & Sons for the Larkspur Annex Restroom Project (#321B).
To: Fort Ogden

You are directed to make the following Change in the Contract:

**Task Number**

<table>
<thead>
<tr>
<th>Description</th>
<th>$787.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turned and Install 50 (1) fence post and miscellaneous fencing material to create areas for the Fort Ogden campus and site areas.</td>
<td></td>
</tr>
</tbody>
</table>

**End of Item**

**SUBTOTAL:** $787.00

**Owner’s Unspecified Allowance:** $0.00

**Less previous authorizations against Allowance:** $0.00

**Remaining Owner’s Unspecified Allowance:** $0.00

**Amount required to be added to Contract Amount (in case Allowance is exhausted):** $0.00

**TOTAL:** $787.00

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<table>
<thead>
<tr>
<th>Original Contract Price</th>
<th>Original Contract Price - % Change by Previously Authorized Change Order</th>
<th>New Contract Price including this Change Order</th>
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</thead>
<tbody>
<tr>
<td>$787.00</td>
<td></td>
<td>$787.00</td>
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</tbody>
</table>

**TIME ADJUSTMENT**

**Contract Time Will By:**

- [ ] Increased: by this Change Order;
- [ ] Unchanged:

**New Contract Time Entailing this Change Order:** $787.00

---

**Issued by Construction Manager:**

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Jake Skora, Construction Manager</td>
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**Agreed by Contractor:**

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**Recommended by Program Manager:**

<table>
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<tr>
<td>Rick Lott, Program Manager</td>
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**Recommended by Owner:**

<table>
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<tr>
<td>Bob Thompson, Director of Maintenance &amp; Operations</td>
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**Recommended by Owner:**

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<td>T. Jane Sennett, Director of Administration</td>
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**Authorized by Owner:**

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</tbody>
</table>

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**Distribution:**

- Owner
- Contractor
- Construction Manager
- Architect
To: Board of Trustees
From: Superintendent/President
Date: December 11, 2007
Item & File No. C.12.G.5(c)
Subject: Austin Science Center Roof Repairs Project (850E)
Scope changes – Add and Deduct
Change Order #1 – American Services Co.
Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): Change Order #1 (Add / Deduct)

BACKGROUND:

On October 9, 2007 the Board awarded a contract to American Services Co. to repair the Austin Science Center Roof Repairs project (850E). Change Order #1 is presented herein for approval, as follows:

($ 14,616) DEDUCTED: Delete installation of continuous metal coping cover over parapet wall of main roof. Repairs to coping joints will accommodate adequate solution to maintain waterproof integrity.

$ 11,392 ADDED (unforeseen site conditions): Remove all existing roof systems to exposed metal decking of approximately 800 square feet, including HVAC equipment curb and wall flashings. Install Densdeck gypsum board and new foam membrane and coating system to match the existing. This area is generally located above the Computer Lab and will eliminate historic weather-related leaks.

Total Change Order #1 ($ 3,224) (credit)

FISCAL IMPACT:

This project change order will be paid from Measure C bond funds. The total amount of this contract to date is as follows:

Original Contract $ 207,454
Change Order #1 ($ 3,224)
Total Contract $ 204,230

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order # 1 to American Services Co. in the amount of ($ 3,224) (credit) for the Austin Science Center Roof Repairs Project (850E).
**PROJECT:** Acorn Science Center Roof Repair  
**PROJECT No.:** 8965  
**CONTRACTOR:** American Services Co.  
**OWNER:** Martin Community College District  
**ARCHITECT:** McGinnis & Chen Architects  

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**C.O. 1**

**Description:**
- Remove all existing roof systems to exposed metal deck of approximately 800 square feet, including equipment each and wall flashings.  
- Install Rigid Board systems board and new foam insulation and existing systems to match the existing.  

**Cost:** $1,932.00

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**C.O. 2**

**Description:**
- Alt. 3: Replace existing coping (330 ft. of coping) with new - for the most part in relatively good and maintainable condition, with the exception of some of the areas.  
- Approximately 23% of the existing coping areas have water cone phase (melted out).  
- Alternatives: New coping (330 ft.) is coated with primer, matching the roof.  

**Cost:** $(5,914.00)

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**End of Items**

**SUBTOTALS:** $(3,224.00)

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**Note:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, except for supply and installation of materials and equipment. Contract sums, prices, and values, administrative, general conditions, all other indirect costs, and amounts of indirect and insurance premiums.

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**AGREEMENT**

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

<table>
<thead>
<tr>
<th>Original Contract Price</th>
<th>New Contract Price Including This Change Order</th>
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<tbody>
<tr>
<td>$299,654.00</td>
<td>$(302,878.00)</td>
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**Contract Value Adjustment**

- **A.** That the Contract Price / Time is adjusted as shown and that no further changes by omission of the change(s) provided herein shall be made, and
- **B.** That all terms and conditions of the Contract, except as modified by this or any previous changes, shall remain in full force and effect and apply to the work to be performed.

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**INSURED BY CONSTRUCTION MANAGER**

- **By:**  
  - Date: 

**AGREED BY CONTRACTOR**

- **By:**  
  - Date: 

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**RECOMMENDED BY PROGRAM MANAGER**

- **By:** Rich Goodwin, Program Manager  
- **Date:** 

**RECOMMENDED BY OWNER**

- **By:** Bob Thompson, Director of Maintenance & Operations  
- **Date:** 

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**APPROVED BY**

- **By:**  
  - Date: 

**AUTHORIZED BY OWNER**

- **By:**  
  - Date: 

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

Representatives of The Regents of the University of California ("University"), Marin County Cooperative Extension Marin Master Gardeners Program approached the District to share space at the Indian Valley Campus. The Marin Master Gardeners (MMG’s) are volunteers in the UCCE Master Gardeners Program (MGP), which is recognized as a formal educational/extension program of the University. The "MOU" is for the purpose of clarifying the role of both parties regarding the collaborative activities undertaken by MMG and COM to sustain the educational and community activities of both entities.

It is anticipated that through this collaboration, the College of Marin's Environmental Landscape Program will benefit significantly from the volunteer participation of Marin Master Gardeners supporting student projects such as the Greenhouse and Center for Sustainable Horticulture.

The Board must unanimously approve a Resolution of Intent to lease property and advertise that notice in a local publication for three weeks prior to acting on the Memorandum of Understanding (MOU) at a public meeting. The attached Resolution defines the general terms of the MOU.

Administration will continue to work with School & College Legal Services to develop an MOU as well as to negotiate further details of the MOU with the Regents of the University of California ("University"), Marin County Cooperative Extension. The intent is to have the MOU ready for Board approval at the January 15, 2008 Board meeting.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees unanimously adopt the attached Resolution declaring the College’s intent to lease real property with the Regents of the University of California ("University"), Marin County Cooperative Extension Marin Master Gardeners Program and direct staff to advertise said intent as required.
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 12/11/07 C.12.H

In the Matter of the Declaration
of Intention to Lease Real
Property and Publication of
Notice Thereof

WHEREAS, pursuant to Education Code section 81430 et seq., a community college district may lease real property to the state, or to any county, city and county, city or special district, or to any other school district for a term not exceeding ninety-nine (99) years under such terms and conditions as the parties agree, provided that the property is not and will not at the time of delivery of possession be needed for classroom buildings by the district; and

WHEREAS, the Marin Community College District ("District") is the owner of certain real property hereinafter described, which is situated on the District's Indian Valley Campus ("IVC") at 1800 Ignacio Boulevard, Novato, California, and which is not and will not be needed for classroom buildings or other district purposes; and

WHEREAS, The Regents of the University of California ("University"), University Cooperative Extension ("UCCE"), requires facilities for an office and classroom for its Master Gardener Program ("MGP") classes and appropriate opportunities for its students who are referred to as Marin Master Gardeners ("MMG") to perform course-related, volunteer work in the community; and

WHEREAS, from time-to-time District requires knowledgeable persons to provide services to support and maintain student projects which, beginning in approximately March, 2008, will include the Greenhouse at IVC on a year-round basis;

NOW, THEREFORE BE IT RESOLVED as follows:

1. Pursuant to Education Code section 81430 et seq., the District intends to enter into a Memorandum of Understanding leasing to University certain real property located in Building 16 at IVC and consisting of (a) Room 210, including access to the kitchen, for use as office space, storage and MGP class preparation and (b) on Thursdays between 7:00 a.m. to 5:00 p.m. use of Rooms 214 and 215 for MGP classes/training/meetings, public seminars, annual meetings, and retreats. In addition, District occasionally may permit University to use Rooms 214 and 215 at other times and dates for MGP-related matters.

2. Under the intended Memorandum of Understanding:

   a. University will be permitted to use "column space" at IVC and include information regarding MGP events, seminars, and classes in District's flyers and schedules after submittal to District for review and approval within timelines determined by District in its reasonable discretion.
b. District will issue guest parking permits for UCCE – MGP instructors, class speakers, and currently enrolled MGP students who shall all be subject to District’s parking policies and regulations.

c. A sign will be posted on Building 16 which shall include recognition of UCCE as a partner in the District's “Marin Center for Sustainable Horticulture” program.

d. District will identify the location of the rooms leased to University on IVC maps.

e. District will permit University, at University’s expense, to identify MGP projects with signs or markers at the IVC. The signs or markers and location on IVC shall be subject to District’s prior written approval.

f. University will be permitted reasonable access to District’s internet connection and use of telephone service for local calls. University’s use of internet connection shall not interfere or impede District’s use of the same. University shall not make any modifications or adjustments to District’s internet or telephone service without District’s advance written approval.

g. University will encourage participation in District’s horticultural program via announcements in UCCE newsletters and at UCCE meetings.

h. Each year University will staff a table at two District educational events, which shall be identified by mutual agreement of the parties, to conduct demonstrations and inform interested persons about the University’s MGP and District’s horticultural program.

i. University will encourage MMG volunteer participation in student projects related to District’s horticultural program (e.g. Greenhouse) on a schedule that is mutually agreeable to District.

j. In material announcing MMG events (including training) at IVC, University will include credit to the District as follows: “In cooperation with the College of Marin…”

k. University will provide all furniture, phones, computers and other equipment and materials University requires for Rooms 210 and 215.

l. Any such other terms as may be agreed upon by the parties.

3. This Board will meet and consider approval of the final Memorandum of Understanding (MOU) on January 15, 2008, at its regular place of meeting.
4. The Clerk of the Board is hereby authorized and directed to authorize staff to give notice of this Resolution by publishing a notice of this Resolution, unanimously approved by the Board, in the Marin Independent Journal, a newspaper having a general circulation in the District, once a week for three successive weeks prior to the meeting date specified in Paragraph 3.

The foregoing Resolution was adopted upon motion of Trustee __________, seconded by Trustee __________, at a regular meeting on this 11th day of December 2007, by the following vote:

Wanden Treanor, President
Carole Hayashino, Vice President
Philip J. Kranenburg, Clerk
Barbara Dolan, Trustee
Eva Long, Trustee
James Namnath, Trustee
Hoa-Long Tam, Student Trustee (Advisory)

I hereby certify the foregoing to be a full, true, and correct resolution duly adopted by the Board of Trustees of the Marin Community College District.

Superintendent/President
Marin Community College District.

Attest:
Secretary of the Board

Wanden Treanor, President
Carole Hayashino, Vice President
Philip J. Kranenburg, Clerk
Barbara Dolan, Member
Eva Long, Ph.D., Member
James Namnath, Member
Hoa-Long Tam, Student Member
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: December 11, 2007
Item & File No. C.13-A

Subject: Contracts and Agreement for Services Report—November 2007

Reason for Board Consideration: Attachment
Enclosure(s):

INFORMATION

BACKGROUND:

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept</th>
<th>Amount</th>
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<td>services for the Human Resource</td>
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<td>Science center, machine numbers</td>
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<td>services, for the Director of</td>
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<td>Communications and Community Relations.</td>
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<td>Officiating services for Men’s and</td>
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<td>Women’s Basketball for 2007 year.</td>
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<td><strong>Restricted</strong></td>
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<tr>
<td>P0200979</td>
<td>Alldata</td>
<td>Career Education</td>
<td>$1,050.56</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200954</td>
<td>Carol Garthman</td>
<td>Vocational Programs</td>
<td>$3,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0200955</td>
<td>Megan Chesnut</td>
<td>Vocational Programs</td>
<td>$4,800.00</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>P0200956</td>
<td>Joan Roane</td>
<td>Vocational Programs</td>
<td>$4,800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201109</td>
<td>Campus Bistro</td>
<td>Care Program</td>
<td>$2,596.00</td>
</tr>
<tr>
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<td></td>
</tr>
</tbody>
</table>

Restricted: Annual recruitment advertising membership for advertisements in Higher Ed Jobs.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: December 11, 2007
Item & File No. C.13.B

Subject: First Quarter Financial Status Report and CCFS-311 Q for 2007/08

Reason for Board Consideration:

INFORMATION

Enclosure(s):

CCFS-311Q

BACKGROUND:

The CCFS-311Q report is attached for review. Staff are available to answer any questions.

Administrator Initiating Item

Albert J. Harrison II, Vice President – College Operations
Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (330) MARIN

Your Quarterly Data is Certified for this quarter.

Chief Business Officer
CBO Name: Al Harrison
CBO Phone: 415-883-2211
CBO Signature: [Signature]
Date Signed: 11/20/07

Chief Executive Officer Name: Frances White
CEO Signature: [Signature]
Date Signed: 11/27/07

Electronic Cert Date: 11/15/2007

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-0511
Send questions to Kaldeep Kaur, (916) 327-6618 llsnet@ccccco.edu
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http://misweb.cccco.edu/cc311Q/certify.aspx

11/15/2007
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Unrestricted General Fund Revenue, Expenditure and Fund Balance:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>37,528,773</td>
<td>40,425,318</td>
<td>43,761,845</td>
<td>42,874,774</td>
</tr>
<tr>
<td>A.2</td>
<td>Other Financing Sources (Object 8000)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>A.3</td>
<td>Total Unrestricted Revenue (A.1 + A.2)</td>
<td>37,528,773</td>
<td>40,425,318</td>
<td>43,761,845</td>
<td>42,874,774</td>
</tr>
<tr>
<td>B.</td>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>35,600,805</td>
<td>38,247,701</td>
<td>42,154,547</td>
<td>44,746,992</td>
</tr>
<tr>
<td>B.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>290,124</td>
<td>1,111,788</td>
<td>119,497</td>
<td>130,474</td>
</tr>
<tr>
<td>B.3</td>
<td>Total Unrestricted Expenditures (B.1 + B.2)</td>
<td>35,890,929</td>
<td>39,359,489</td>
<td>42,274,044</td>
<td>44,879,467</td>
</tr>
<tr>
<td>C.</td>
<td>Revenues Over(Under) Expenditures (A.3 - B.3)</td>
<td>1,635,844</td>
<td>1,065,830</td>
<td>1,487,801</td>
<td>-2,004,692</td>
</tr>
<tr>
<td>D.</td>
<td>Fund Balance, Beginning</td>
<td>1,720,617</td>
<td>2,917,021</td>
<td>3,982,851</td>
<td>5,469,895</td>
</tr>
<tr>
<td>D.1</td>
<td>Prior Year Adjustments (+ -)</td>
<td>-431,009</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D.2</td>
<td>Adjusted Fund Balance, Beginning (D + D.1)</td>
<td>1,289,608</td>
<td>2,917,021</td>
<td>3,982,851</td>
<td>5,469,895</td>
</tr>
<tr>
<td>E.</td>
<td>Fund Balance, Ending (C. + D.2)</td>
<td>2,934,452</td>
<td>3,982,851</td>
<td>5,470,652</td>
<td>3,465,202</td>
</tr>
<tr>
<td>F.1</td>
<td>Percentage of GF Fund Balance to GF Expenditures (E. / B.3)</td>
<td>8.2%</td>
<td>10.3%</td>
<td>13.9%</td>
<td>7.7%</td>
</tr>
<tr>
<td>II.</td>
<td>Annualized Attendance FTES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G.1</td>
<td>Annualized FTES (excluding apprentice and non-resident)</td>
<td>4,467</td>
<td>4,110</td>
<td>4,278</td>
<td>4,222</td>
</tr>
<tr>
<td>III.</td>
<td>Total General Fund Cash Balance (Unrestricted and Restricted)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>As of the specified quarter ended for each fiscal year</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2004-05</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2005-06</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2006-07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2007-2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

http://misweb.cccco.edu/cc311Q/view.aspx
### IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Adopted Budget (Col. 1)</th>
<th>Annual Current Budget (Col. 2)</th>
<th>Year-to-Date Actuals (Col. 3)</th>
<th>Percentage (Col. 3/Col. 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8500, 8800)</td>
<td>42,874,774</td>
<td>42,874,774</td>
<td>823,612</td>
<td>1.9%</td>
</tr>
<tr>
<td>L.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>L.3</td>
<td>Total Unrestricted Revenue (L.1 + L.2)</td>
<td>42,874,774</td>
<td>42,874,774</td>
<td>823,612</td>
<td>1.9%</td>
</tr>
<tr>
<td></td>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>44,748,993</td>
<td>44,748,993</td>
<td>9,583,746</td>
<td>21.4%</td>
</tr>
<tr>
<td>J.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>130,474</td>
<td>130,474</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>J.3</td>
<td>Total Unrestricted Expenditures (J.1 + J.2)</td>
<td>44,879,467</td>
<td>44,879,467</td>
<td>9,583,746</td>
<td>21.4%</td>
</tr>
<tr>
<td></td>
<td><strong>Revenues Over(Under) Expenditures (L.3 - J.3)</strong></td>
<td>-2,004,693</td>
<td>-2,004,693</td>
<td>-6,760,134</td>
<td>-2.9%</td>
</tr>
<tr>
<td>K.3</td>
<td>Adjusted Fund Balance, Beginning</td>
<td>5,469,895</td>
<td>5,469,895</td>
<td>5,466,895</td>
<td>0.5%</td>
</tr>
<tr>
<td>L.1</td>
<td>Fund Balance, Ending (C. + L.2)</td>
<td>3,465,202</td>
<td>3,465,202</td>
<td>-3,290,239</td>
<td>-9.7%</td>
</tr>
<tr>
<td>M</td>
<td>Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)</td>
<td>7.7%</td>
<td>7.7%</td>
<td>7.7%</td>
<td>7.7%</td>
</tr>
</tbody>
</table>

### V. Has the district settled any employee contracts during this quarter? NO

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

<table>
<thead>
<tr>
<th>Contract Period Settled (Specify) YYYY-YY</th>
<th>Management</th>
<th>Permanent</th>
<th>Academic</th>
<th>Temporary</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Cost Increase</td>
<td>% *</td>
<td>Total Cost Increase</td>
<td>% *</td>
<td>Total Cost Increase</td>
</tr>
<tr>
<td>a. SALARIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

http://misweb.cccco.edu/cc311Q/view.aspx

11/15/2007
VI. Did the district have significant events for the quarter (Include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?

YES

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

The District had TRAN borrowings of $10.5M.

VII. Does the district have significant fiscal problems that must be addressed?

This year? NO

Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
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>December 11, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.C</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Revised Administrative Procedures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s): Revised Administrative Procedure 4230</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INFORMATION

**BACKGROUND:**

The Marin Community College District is in the process of updating and aligning the District's Board Policies and Administrative Procedures with the recommended policies and procedures developed through the legal firm of Liebert Cassidy Whitmore in conjunction with the Community College League of California (CCLC). The District is a member of the Board Policy and Administrative Procedure Subscription Service coordinated by the CCLC.

**ANALYSIS:**

The District's current Board Policy Manual has not been revised for quite some time. Therefore, the Board Policy Manual is being reorganized and updated to align with the recommended policy and administrative procedure information provided by the Policy and Procedure Subscription Service. Fifty-nine community college districts throughout the state are embarking on or have completed this same process.

There are seven chapters of the Board Policy Manual that include the following sections: 1) The District, 2) Board of Trustees, 3) General Institution, 4) Academic Affairs, 5) Student Services, 6) Business and Fiscal Affairs, and 7) Human Resources. The goal will be to review the current Board Policies and Administrative Procedures and align them with the recommended policy and procedure information provided by the Policy and Procedure Subscription Service.

Administrative Procedure 4230 is hereby presented to the Board of Trustees as an information item.

**FISCAL ANALYSIS:**

No fiscal impact for the District.

**RECOMMENDATION:**

For information only. No action is required.

Administrator Initiating Item Dr. Frances L. White, Superintendent/President
COLLEGE OF MARIN
GOVERNANCE SYSTEM PROPOSAL FORM

Initiator: Academic Senate
Phone: Email:

If Group, Name of Contact Person: Patrick Kelly, Academic Senate
Phone: Email
Student__ Faculty_X__ Classified__ Admin__ Board__ Other__

Proposal:
Type: New _____ Change _____ Deletion _____
X _____

Category Policy____ Procedure____X____

Estimated Costs: None

Justification:
See related BP 4230.
AP 4230 updates current grading procedure to be consistent with Title 5 Sections 55023 and 55024. Includes option for plus/minus grading. Updates definitions of evaluative and non-evaluative symbols. Replaces portions of current College of Marin District Procedure "Academic Standards" 4.0003 DP.10 titled “Enrollment Services, Policies and Procedures.” The language in this procedure has been revised to reflect the CC League’s Update #13 distributed on September 21, 2007. AP 4230 is recommended by Academic Senate and Office of Student Learning and has been reviewed by the Board Policy/Administrative Procedure Task Force.
AP 4230  GRADING AND ACADEMIC RECORD SYMBOLS

References:
Title 5 Sections 55023 and 55024

College of Marin permits the following grading symbols:

Evaluative Symbols
A+  (Grade point value shall be 4.0)
A   (Grade point value shall be 4.0)
A-  (Grade point value shall be 3.7)
B+  (Grade point value shall be 3.3)
B   (Grade point value shall be 3.0)
B-  (Grade point value shall be 2.7)
C+  (Grade point value shall be 2.3)
C   (Grade point value shall be 2.0)
D+  (Grade point value shall be 1.3)
D   (Grade point value shall be 1.0)
D-  (Grade point value shall be 0.7)
F+  (Grade point value shall be 0.3)
F   (Grade point value shall be 0.0)
FW indicates that a student has both ceased participating in a course some time after the last day to officially withdraw from the course without having achieved a final passing grade, and that the student has not received District authorization to withdraw from the course under extenuating circumstances. The "FW" symbol may not be used if a student has qualified for and been granted military withdrawal. If "FW" is used, its grade point value shall be zero (0).

P Passing (At least satisfactory – units awarded not counted in GPA)

NP No Pass (Less than satisfactory, or failing – units not counted in GPA)

Non-Evaluative Symbols
I Incomplete: Incomplete academic work for unforeseeable, emergency and justifiable reasons at the end of the term may result in an "I" symbol being entered in the student's record. The condition for the removal of the "I" shall be stated by the instructor in a written record. This record shall contain the conditions for the removal of the "I" and the grade assigned in lieu of its removal. This record must be given to the student with a copy on file with the registrar until the "I" is made up or the time limit has passed. A final grade shall be assigned when the work stipulated has been completed and evaluated, or when the time limit for completing the work has passed. The "I" may be made up no later than one year following the end of the term in which it was assigned. The "I" symbol shall not be used in calculating units attempted nor for grade points. The Board of Trustees provides a process whereby a student may petition for a time extension due to unusual circumstances. See BP 4250 titled Probation, Disqualification, and Re-admission, AP 4250 titled Probation, AP 4231 titled Grade Changes, and AP 5530 titled Student Rights and Grievances for additional information regarding "I" grades and other related matters.

IP In progress: The "IP" symbol shall be used only in those courses which extend beyond the normal end of an academic term. It indicates that work is "in progress," but that assignment of an evaluative symbol (grade) must await its completion. The "IP" symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative symbol (grade) and unit credit shall be assigned and appear on the student's permanent record for the term in which the course is completed. The "IP" shall not be used in calculating grade point averages. If a student enrolled in an "open-entry, open-exit" course is assigned an "IP" at the end of a term and does not re-enroll in that course during the subsequent term, the appropriate faculty will assign an evaluative symbol (grade) in accordance with the list of evaluative grades to be recorded on the student's permanent record for the course.
RD Report Delayed: The "RD" symbol may be assigned by the registrar only. It is to be used when there is a delay in reporting the grade of a student due to circumstances beyond the control of the student. It is a temporary notation to be replaced by a permanent symbol as soon as possible. "RD" shall not be used in calculating grade point averages.

W Withdrawal: The "W" symbol may be used to denote withdrawal in accordance with the requirements of Title 5 Section 55024.

MW Military Withdrawal: The "MW" symbol may be used to denote military withdrawal in accordance with Title 5 Section 55024.

❖ From current College of Marin District Procedure "Academic Standards" 4.0003 DP.10 titled "Enrollment Services, Policies and Procedures." (From Pages 5-9)

Grading: Title V-55758 EC-55750—55765

Grading-Symbols, Definitions

Symbol | Definition
--- | ---
A | Excellent
B | Good
C | Satisfactory
D | Passing (less-than-satisfactory)
F | Failing
CR | Credit (at least satisfactory—C grade; units awarded, but not used to calculate GPA)
NC | No Credit (less than satisfactory, or failing; used to determine progress probation and dismissal, but not to calculate GPA)
I | Incomplete (used to determine progress probation and dismissal, but not to calculate GPA)
IP | In Progress (not used to determine progress probation or dismissal or to calculate GPA)
RD——Report-Delayed—(not used to determine progress, probation or dismissal or to calculate GPA)

W——Withdrawal—(used to determine progress, probation and dismissal but not to calculate GPA)

Grade-Points——A=4, B=3, C=2, D=1, F=0

Grade-Point-Average (GPA)—Divide the total grade points earned by the number of units attempted. Do not include I, IP, W, CR or NC.

Non-Progress
Grades (NPG)——Grades of I, NC, and W

Grading-Related Terms and Conditions

Consecutive Semesters shall be considered consecutive based on a student's enrollment pattern.

Probation A warning that a student's grades do not meet acceptable standards.

Dismissal A student is not allowed to continue at the College unless the student receives special permission from the Academic Standards Committee. Petitions and the petition is approved.

Units The conventional measurement of college work is called a unit. It represents one lecture hour per week for one semester together with two hours of preparation outside class, or three hours of laboratory work per week for one semester.

Mid-term Grade
Procedures for evaluation of student progress shall be in accordance with regulations set by the faculty and the College. The instructor shall certify that adequate and proper progress toward accomplishment of the course objectives is being maintained by the student at mid-semester.

Final Grade Title V, 55758-5
Enrollment, evaluation and credit for courses shall be entered on a student's official academic record in accordance with college policy and State law.

Credit/No-Credit Option Title V, 55752
Credit/No-Credit grading encourages students to take a wider variety of courses and to extend their intellectual horizons without jeopardizing their grade-point average.

In those courses which permit a student to be evaluated either on a Credit/No Credit or a letter-graded basis, a student must select the Credit/No-Credit option no later than the last day of the fifth week of instruction, for a semester-length course or, for a short-term course, no later than the day which marks completion of 30 percent of the term. Selection will be made by dialing the published touch-tone registration number and entering the Credit/No Credit Option followed by the course number, as soon as programming has been completed. Instructors’ grade-scanners will only allow Credit/No-Credit grading for students who have requested this option by the appropriate deadline. Once a student has made a selection, the option cannot be changed.

Incomplete Grade Title V-66758
An Incomplete grade may be assigned to a student who cannot complete all academic work because of a justifiable emergency or unforeseeable reason at the end of the semester. The decision to give an Incomplete rests solely with the instructor. A student who receives an Incomplete grade needs to make arrangements with the instructor and must make up the work by the last day of final examinations in the following semester. In extenuating circumstances, and with the instructor’s approval, the student may petition for an extension of not more than one additional semester.

The instructor for the class shall submit a form to the Office of Admissions and Records, with a copy to be mailed to the student, stating the conditions for completing the work and the final grade to be assigned if the work is not completed. The instructor shall submit a change of grade form when the work is completed. If the “F” is not removed by the end of the subsequent semester and no extension has been granted, it shall be changed to the grade originally assigned by the instructor.

IP Grade Title V-66758
The “IP” symbol shall be used when a class is open entry or extends beyond the normal end of an academic term. “IP” indicates that work is “in progress.” The “IP” symbol shall remain on the student’s permanent record. The following semester the appropriate grade and unit credit shall be assigned by the instructor when the course is completed. An “IP” shall be recorded only once for any given class. It shall not be used in calculating grade-point average or determining progress-probation. The instructor shall submit an “IP” form which includes a final grade to be posted if the student fails to re-enroll. A student who receives an “IP” must re-enroll for the course the subsequent semester and complete the required work to achieve a grade. If the student does not re-enroll in the next regular semester, the student shall receive the grade submitted on the “IP” form. Students will be charged an enrollment fee when they re-enroll.
Report-Delayed Grade Title V-55758

The "RD" symbol may be assigned only by the Office of Admissions and Records and is used when there is a delay by the faculty member in reporting the grade of a student. "RD" shall be a temporary notation to be replaced by a permanent symbol as soon as possible. It shall not be used in calculating grade-point average or determining progress/probation/dismissal.

Withdrawal Title V-55758

Students may withdraw from classes through the day which marks the completion of 75 percent of the course. Students who do not withdraw by this date will be assigned a grade, other than "W," by the instructor. It is the student's responsibility to withdraw officially from a class. Students should not assume that they will be automatically withdrawn by an instructor.

Students who withdraw before completion of 30 percent of the course shall have no notation made on their permanent records.

Students who withdraw between 30 percent of the course and 75 percent of the course shall have a "W" recorded on their permanent records.

In extenuating circumstances such as illness, accident or other events outside of the student's control, the student may petition the Academic Standards Committee for a "W" grade after completion of 75 percent of the course. After consultation with the appropriate faculty member, the Committee may authorize withdrawal with a "W" grade. Should the Committee deny the petition, the determination of the student's grade by the instructor shall be final. Once a faculty member has submitted a grade, a "W" cannot be assigned. Section 55760 of Title V of the California Code of Regulations states that an instructor's grade is final in the absence of mistake, bad faith or incompetence.

Military-Withdrawal

Upon verification that a student was a member of an active or reserve military service unit, which received orders compelling a withdrawal from courses, withdrawal with no "W" grade will be allowed. Upon petition by the affected student, a refund of the entire enrollment/health fee will be authorized.

* From current College of Marin District Procedure "Academic Standards" 4.0003 DP.10 titled "Enrollment Services, Policies and Procedures." (Page 16)

Final Examinations

Final examinations are held at fixed times. Instructors are not to give examinations in advance of the regular schedule. Any student who is needlessly absent from any examination held at any time during a semester thereby forfeits
any right to make up the work by re-examination. In case of illness or, if for some other unavoidable reason a student is unable to be present at an examination at the scheduled time, the student may be permitted to take the examination at a later date by arrangement with the instructor. To make up "I" grades, the examination must be completed by the last day of final examinations the following semester.

Also see BP/AP 4220 titled Standards of Scholarship, AP 4232 titled Pass/No Pass, and BP/AP 4250 titled Probation, Disqualification, and Readmission

NOTE: The red type signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in black ink is from current College of Marin Academic Standards District Procedure 4.0003 DP.19 titled "Enrollment Services, Policies and Procedures" approved on 2/8/05. The language in this procedure has been revised to reflect the CC League's Update #13 distributed on September 21, 2007. The language in green ink reflects recommended revisions from the Vice President and Deans. The language in purple ink reflects recommended revisions made by the Task Force during an initial review guided by the Academic Senate President.

Date Approved:
(Replaces portions of current College of Marin Procedure 4.0003 DP.19)
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>December 11, 2007</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.13.D</td>
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</table>

**Subject:**  Proposed Prequalification Questionnaire and Proposed Scoring Criteria for B Licensed Contractors

**Reason for Board Consideration:**

**INFORMATION**  
Pre-qualification Questionnaire & Score Sheet

**BACKGROUND:**

Public contract code allows public agencies to require licensed contractor who wish to bid for public works jobs to pre-qualify for the right to bid on public works projects. This process is intended to create a responsible and responsive bid pool, while maximizing competition and fostering a level playing field. In addition, by ensuring that the potential bidders all meet minimum requirements, the process also minimizes the District's exposure to undue risk; e.g., contractor default, defective work, claims and skewed bid results.

**Proposed Process**

To start the prequalification process, an advertisement notifying potential bidders of the opportunity to apply will be run in the Daily Pacific Builder. B licensed contractors will be asked to complete and submit the proposed Prequalification Questionnaire package in accordance with the requirements in the advertisement.

Submittals received by the advertised due date and time will be reviewed for completeness and scored according to the proposed scoring sheet and the prequalification questionnaire's criteria. The scores for each contractor will be tallied and those submitters with passing totals for each scored section will be deemed "Prequalified." Others will be deemed "Not Prequalified." Any submittal received after the advertised due date and time will be returned to the submitter unopened. This is the same manner in which the public bidding process is executed. The "Prequalified" status is good for one year.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

None at this time. The attached document is presented for Board review only; approval will be requested at a future Board meeting.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
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<tbody>
<tr>
<td>Y-Anne Chernock</td>
<td>Albert J. Harrison II</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Vice President, College Operations</td>
</tr>
</tbody>
</table>
NOTICE IS HEREBY GIVEN that the Marin Community College District (the District) of Kentfield CA., acting through its Governing Board, hereinafter the District, is seeking to prequalify B licensed contractors who wish to compete for the award of various construction contracts. The District anticipates to bid and award construction this contract utilizing traditional lump sum/low bid. General Contractors are strongly encouraged to participate in this pre-qualification effort. The District anticipates that the following project will be bid.

College of Marin Kentfield Campus OR Indian Valley Campus (choose one)

- Project Name
  - Project Budget $ ______ million
  - Approximate total square footage = ______

- Project Scope:

The Project is located at the District's ______ Campus, __________, __________, CA __________. The contractors that prequalify through this process will be eligible to bid on this project only. It is anticipated that this project will be bid within three months of the establishment of a pre-qualified pool of bidders. In the event that the bidding of this project is delayed, the list of contractors determined prequalified to bid this project will remain in effect for approximately 12 months.

Prequalification submittals must be marked clearly on the envelope with your firm name and "Prequalification for B Licensed Contractors (name of project) ______" and filed with Swinerton Management & Consulting, the District's Capital Improvement Program Manager, at College of Marin, 835 College Ave, Building MS-3, Kentfield, CA 94904 (mailing address – PO Box 144003, Kentfield, CA 94914 no later than ________).

Procurement of prequalification documents: Prequalification submittals will be received only from B Licensed Contractors who have completed the District's prequalification questionnaire, available at http://www.marin.edu ‘Measure C Updates’ page or by contacting Elizabeth Bernstein of Swinerton Management & Consulting, Inc. at (415) 884-3139.

Mandatory Prequalification Conference: A prequalification conference is scheduled for _________. This meeting is mandatory. Interested parties are to meet at the College of Marin, Kentfield Campus (at a designated location) at 835 College Ave, Kentfield, CA 94904. Interested parties are advised to arrive early. Please see maps on the college’s website at www.marin.edu. Anyone arriving more than 15 minutes after the start of the conference will not be allowed to participate. On-time attendance is encouraged.

Requirements for Prequalification: The District's evaluation is solely for the purpose of determining
which contractors are deemed responsible and qualified. Prequalification of bidders will be reviewed and
determined by the District based upon the submitted Prequalification application and any other information
available to the District. The District may request a contractor submit additional information pertinent to the
Application. The District also reserves the right to investigate other available sources in addition to any
documents or information submitted by the Contractor.

The District retains the sole discretion to determine issues of compliance and to determine whether a
bidder is responsive and responsible. The District will determine a contractor’s quality, fitness and capacity
to perform this project satisfactorily. The District’s decision on Prequalification will be based on the
affirmation of several factors including but not limited to the following:

REQUIRED CONTENTS OF PREQUALIFICATION PACKAGE SUBMISSION
1. Transmittal Letter
2. Table of Contents
3. Completed Prequalification Questionnaire (Attachment A)
   PART A: Acknowledgement and Release
   PART B: Contact Information
   PART C: Contractor’s License
   PART D: Safety, Prevailing Wage, Disputes and Bonds
   PART E: Experience of Contractor (Recent Projects)
   PART F: Financial Information
   PART G: Insurance Information
   PART H: Litigation and Arbitration History
   PART I: Declaration

A contractor may be deemed not pre-qualified for failing to meet the District’s criteria, and a contractor may
be automatically not pre-qualified for any one of the following:
1. Omission of requested information
2. Falsification of information
3. Lack of required valid contractor’s license
4. Lack of bondability
5. Lack of insurability
6. Lack of Declaration under penalty of perjury of Application by a duly authorized officer of the firm.
7. Lack of experience in constructing comparable projects

Contract Requirements: Contractors are advised that the contractor qualified and selected for the project
as the lowest responsible prequalified bidder shall be subject to and must fully comply with all of the
requirements of the bidding documents including but not limited to the provision of a Payment Bond and a
Performance Bond. The bond shall be in the form of surety bonds issued by a corporation licensed in the
State of California and satisfactory to both the District and its agents. Sureties must be California State
registered Class “A” Sureties. In accordance with provisions of Public Contract Code Section 22300,
substitution of eligible and equivalent securities for any monies withheld to ensure performance under this
contract will be permitted at the request and expense of the Contractor.

Prevailing Wage Requirements: Contractors are further informed that they will be subject to and must
comply with all of the requirements under the California Labor Code to pay the general prevailing rate of
per diem wages and for holiday and overtime work to all workers employed by the contractor. Copies of prevailing rates of per diem wages are available from the Department of Industrial Relations, State of California (http://www.dir.ca.gov/diir/statistics_research.html).

Labor Compliance Program: This project may be required to conform to a Labor Compliance Program in accordance with the requirements of the Department of Industrial Relations, State of California.

Final Determination: Contractors will be advised of their pre-qualification status within approximately [ ] days after receipt of pre-qualification submittals. If a contractor disagrees with the determination regarding their pre-qualification status, a written request for a hearing is required within [ ] days from the receipt of the notice. Written requests are to be submitted to V-Anne Chernock, Director of Modernization, 835 College Ave, Kentfield, CA 94904. The decision made by the Director of Modernization is final and may not be appealed any further.

Confidentiality: Responses to the Prequalification application and questionnaire and any financial information submitted for Prequalification evaluation are not public records and not open to public inspection. The District will maintain the confidentiality of these records to the extent permitted by law. In the event a third party requests these confidential records, the District will notify the affected contractor, and it shall be the contractor’s responsibility to defend the District in any action to compel disclosure of the contractor’s confidential information.

The Marin Community College District is an equal opportunity employer.

------------------------Vice President
Board of Trustees
 Marin County Community College District

Published Date: ---------
REQUIRED CONTENTS OF PREQUALIFICATION PACKAGE SUBMISSION

1. Transmittal Letter. The Transmittal Letter, page one of the submittal, shall name the contractor, its legal structure (i.e., wholly owned subsidiary, corporation, partnership, proprietorship, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify each and every partner and/or member of the joint venture and their roles and responsibilities.

2. Table of Contents. Create and insert a table of contents, after the transmittal letter, listing all of the documents included in your submittal. Your submittal should not exceed 25 total pages.

3. Completed Questionnaire. Bidder shall include a completed (Prequalification Questionnaire) in the form attached to these instructions (Attachment “A”). Bidder shall make sure its answers to the Questionnaire correctly and completely describe itself. Add supplementary information if necessary, if you believe that such information would benefit the Bidder in receiving a positive result of this Pre-Qualification process. Questionnaire includes the following:
   a. Acknowledgement and Release
   b. Contact Information
   c. Contractor’s License – List all California contractor licenses that are held by the firm
   d. Safety, Prevailing Wage, Disputes and Bonds
      i. Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a corporate surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A IX or better that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in the bid documents (Construction Performance Bond) and (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein.
   e. Experience of Contractor (Recent Projects) – A minimum of three past projects comparable to the scope of work identified for this project is required. A firm’s inability to demonstrate prior experience on a minimum of three comparable projects may result in a determination of not pre-qualified to bid this project.
   f. Financial Information
   g. Insurance Information – The District will utilize the SEWUP OCIP (Owner Contracted Insurance Program) Program administered by Keenan & Associates. Pre-qualified bidders and the firm (and its subcontractors) awarded a contract for construction will be required to conform to the requirements of the OCIP Program. The OCIP program will provide coverage as follows:
      i. General Liability: Up to $5,000,000 occurrence and $10,000,000 Annual Aggregate. Deductible is $250,000 occurrence and will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.
      ii. Worker’s Compensation: Project limits will conform to statutory requirements with Employer’s Liability of $1,000,000 occurrence/aggregate. Deductible is $250,000 occurrence and will be paid by the party or parties responsible for

Main Community College District
Project Name __________________________ & # __________
Project Specific Prequalification

Revised
November 15, 2007
the loss or damage and will not be reimbursed by the OCIP Insurance Program.

iii. Contractor's Pollution Liability: $25,000,000 occurrence/program aggregate. Deductible is $10,000/occurrence and will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

iv. Builder's Risk "Course of Construction" Insurance: Limit is based on the project value, and includes coverage for flood, earthquake and soft costs. Deductibles are $10,000 - $25,000/occurrence and will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

v. Any other insurance coverages (e.g., automobile, mold/lungi, offsite fabrication) required by the contractor, and not mentioned above will be provided by the contractor.

vi. Contractor furnished Comprehensive Automobile Liability, covering all owned, non-owned, and hired vehicles.
   1. Insurance coverage amount(s) shall be no less than: $2,000,000 combined single limit.

h. Litigation and Arbitration History

i. Signed Declaration by the Prospective Contractor

GENERAL CONDITIONS

A. General Conditions for Content. The Prequalification Package submitted by the firm shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the prequalification package meets District's requirement. To this end, the prequalification package should be as specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Acknowledgement and Release. By signature and date on theAcknowledgement and Release (of this document), prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the District (or District's designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the District.
   a. A photocopy of this page (with the bidder's signature and date) shall be deemed as valid as an original document with the bidder's original signature.
   b. This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the District cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on the campuses of the Marin Community College District.

C. Reserved Right. The District reserves the right, for the sole purpose of evaluating a potential Pre-Qualification candidate (bidder), to make other inquiries as permitted by law.
ATTACHMENT “A” – Prequalification Questionnaire

Bidders shall complete the entire Prequalification Questionnaire and submit it in accordance with Instructions provided by the District. Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

PART A: ACKNOWLEDGEMENT AND RELEASE

By signature and date on this page (of this document), prospective bidder authorizes any financial institution, financial reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the District (or District’s designated representative) and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the District.

A photocopy of this page (with the bidder’s signature and date) shall be deemed as valid as an original document with the bidder’s original signature.

This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the District cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on the campuses of the Marin Community College District.

Name of Firm: __________________________

Authorized Firm Signature: __________________________

Printed Name and Title: __________________________

Date: __________________________

PART B: CONTACT INFORMATION

Firm/Contractor Name: __________________________

Business Address: __________________________

Telephone: __________________________ Fax: __________________________

Email: __________________________

Type of Firm: Corporation: _______ Proprietorship: _______ Partnership: _______

Joint Venture: _______ Other (please describe): _______

Marin Community College District
Project Name: _______ B & # _______
Project Specific Prequalification: _______

Revised
November 15, 2007
Name and title of person completing this questionnaire: ____________________________
Phone: ____________________________ Email: ____________________________

**PART C: CONTRACTOR'S LICENSE**
1. The Firm/Contractor must be licensed in the State of California. Name of license holder on file with the California State License Board:
License Classification & Number(s): ____________________________ Expiration Date(s): ____________________________
Number of years license has been issued under firm name: ____________________________

2. Within the past five years, has the firm been subject to disciplinary action by the California State License Board?  YES □  NO □ If yes, provide details of each action on attached page.

3. Have any officers or principals of the firm ever had their contractor's license suspended or revoked for any reason?  YES □  NO □ If yes, please explain on attached page.

**PART D: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**
1. Has there been an inquiry or charge by the U.S. or California Department of Labor, Division of Industrial Relations against your firm within the past five (5) years?  YES □  NO □ If yes, attach description of inquiry or charge and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

2. Does your firm have any outstanding judgments, demands or liens resulting from violations of the California Labor Code, California Business and Professions Code or State Licensing laws?  YES □  NO □ If yes, attach description of outstanding judgment(s), demand or lien and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

3. Is your firm currently under investigation by any Federal or state agency for failing to comply with Federal or state laws, including but not limited to the California Labor Code, California Business and Professions Code or State Licensing laws?  YES □  NO □ If yes, attach description of investigation and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

4. Has your firm been cited for OSHA violations within the past five (5) years?  YES □  NO □ If yes, attach description of violation and its status. Include: project name, project address, Date of Inquiry/Violation, Description of Inquiry/Violation, Current Status and/or Resolution.

5. Does Bidder have home office safety representative(s) who regularly visit/audit the job site?  YES □  NO □
Name and title of person: ____________________________

Mario Community College District
Project Name ____________________________ B # _____________
Project Specific Prequalification

Revised
November 15, 2007
6. Please attach a copy of your firm's EMR verification for the State of California or from your insurance company.

7. Do you employ properly registered apprentices upon Public Works projects, in accordance with California Code of Regulations Title 8, Division 1, Chapter 2, Subchapter 1, Article 10, Section 230.1 (authority cited: Labor Code Sections 1777.5, 1777.6, 1777.7)?

If not, please explain how you comply with applicable Labor Code requirements:

________________________________________________________________________

________________________________________________________________________

8. In accordance with the California Labor Code, a certified copy of all employees' payroll records shall be made available upon request. Have you provided certified payrolls on a minimum of 1 construction project within the last two (2) years?

YES ☐ NO ☐ If yes, please complete the following:

Project Name: _____________________________________________

Name of Awarding Agency: ________________________________

Total Certified Payroll: _________________________________

Contact Person (name and telephone number): ________________

PREVAILING WAGE PROVISIONS

9. Has Bidder been fined, penalized, or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.

YES ☐ NO ☐ If yes, attach description of violation and its status. Include: project name, project address, date of inquiry/violation, description of inquiry/violation, current status and/or resolution.
BONDING INFORMATION
Prospective General Contractors desiring to be prequalified are informed that they will be subject to and must fully comply with all Bid conditions including providing 100% payment and 100% performance bonds. Prospective Contractors shall submit the below form, signed by representative of surety and notarized. If firm has used current surety for less than five (5) years, list surety(ies) previously used and indicate number of years used to demonstrate five (5) complete years of surety history.

10. Is it true that the surety has not paid out any monies for the construction activities of the prospective General Contractor whatsoever within the last five (5) years?
   YES ☐ NO ☐ If answer is no, explain on attached additional sheets.

11. How long has the Prospective Contractor been with this surety?

   Number of Years: __________________

12. Surety Declaration:

   Provide this Declaration to your surety(ies) for completion. Do not have the surety submit this information directly to the College. Please include as part of your submittal.

   The undersigned declares that the prospective general contractor is able to abide by the bonding requirements indicated above.

   ______________________ (County), ______________________ (State) on ____________ (Date).

   (Signature)

   (Name and Title - Printed or Typed)

   (Representing [Insurance Company Name])

   (Firm Name)

   (Address) (City, State, Zip Code)

   (Telephone Number) (Facsimile Number) (Email Address)

   (ATTACH NOTARIZATION OF SURETY REPRESENTATIVE'S SIGNATURE)
PART E: EXPERIENCE OF CONTRACTOR

The unique nature of the various Projects requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Recent Projects. List three recent projects completed for an Educational or Public entity in the past five years and indicate who were the Contractor's Project Manager and Superintendent. The projects will be similar in size and scope to the PE Complex Modernization project. Failure to submit three comparable projects may result in a determination of "not prequalified" to bid this project. If a separate sheet is used, it must contain all of the following information:

1. Project Name: ____________________________________________________________
   Location: _________________________________________________________________
   Owner: _________________________________________________________________
   Owner Contact (name and phone): _________________________________________
   Architect/Engineer: _______________________________________________________
   Architect/Engineer Contact (name / phone number): ___________________________
   Owner's Const. Mgr. or Project Mgr. (name / phone number): __________________
   Contractor's Project Manager (name): _______________________________________
   Contractor's Superintendent (name): _________________________________________
   Description of Project, Scope of Work Performed: ____________________________
   _______________________________________________________________________
   _______________________________________________________________________
   Total Construction Cost: ____________________________________________________
   Total Change Order Amount: _____________________________________________
   Original Scheduled Date of Completion: ________________________________
   Time Extensions Granted (number of Days): _______________________________
   Actual Date of Completion: _______________________________________________
   Number of Stop Notices filed by Subcontractors or Suppliers: ________________
2. Project Name: __________________________________________
   Location: ______________________________________________
   Owner: ________________________________________________
   Owner Contact (name and phone): __________________________
   Architect/Engineer: ______________________________________
   Architect/Engineer Contact (name / phone number): __________
   Owner’s Const. Mgr. or Project Mgr. (name / phone number): __
   Contractor’s Project Manager (name): _______________________
   Contractor’s Superintendent (name): ________________________

   Description of Project, Scope of Work Performed: ______________
   __________________________________________________________
   __________________________________________________________

   Total Construction Cost: _________________________________
   Total Change Order Amount: ______________________________
   Original Scheduled Date of Completion: _____________________
   Time Extensions Granted (number of Days): _________________
   Actual Date of Completion: ________________________________
   Number of Stop Notices filed by Subcontractors or Suppliers: __
3. Project Name: ____________________________

Location: ____________________________

Owner: ____________________________

Owner Contact (name and phone): ____________________________

Architect/Engineer: ____________________________

Architect/Engineer Contact (name / phone number): ____________________________

Owner's Const. Mgr. or Project Mgr. (name / phone number): ____________________________

Contractor's Project Manager (name): ____________________________

Contractor's Superintendent (name): ____________________________

Description of Project, Scope of Work Performed: ____________________________

________________________________________

Total Construction Cost: ____________________________

Total Change Order Amount: ____________________________

Original Scheduled Date of Completion: ____________________________

Time Extensions Granted (number of Days): ____________________________

Actual Date of Completion: ____________________________

Number of Stop Notices filed by Subcontractors or Suppliers: ____________________________
PART F: FINANCIAL INFORMATION

1. What were the contractor's annual revenues for the complete previous year?
   Over $10 million □  Under $10 Million □  (check one only)

2. Has Bidder ever reorganized or sought any other type of protection under the protection of bankruptcy laws?
   YES □  NO □  If yes, please state when _________________________

3. Identify at least one banking institution where Bidder does business:
   Name of Institution: ____________________________________________
   Address: ____________________________________________________
   Contact person/Phone number: __________________________________
   Number of years with this institution: __________________________

Optional Information (not required)

Type(s) of accounts: ____________________________________________
Average monthly balance: ______________________________________
Credit limit: __________________________________________________
Security required for credit/credit increase: ________________________

PART G: INSURANCE INFORMATION

1. If Bidder has had their insurance carrier for less than 5 years, please provide additional information below for balance of the last 3 years:
   Agency Name: ________________________________________________
   Contact Name: ______________________________________________
   Phone Number: ______________________________________________
   Carrier: ____________________________________________________
   A.M. Best Rating: __________________________________________

2. Has Bidder ever had insurance terminated by a carrier?
   YES □  NO □  If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.
Insurance Declaration:

The undersigned declares that the insurance limits indicated above are true and correct and that this declaration was executed in

________________________________________ (County), _________________ (State) on _____________ (Date).

________________________________________
(Signature)

________________________________________
(Name and Title - Printed or Typed)

________________________________________
(Representing [Insurance Company Name])

________________________________________
(Firm Name)

________________________________________
(Address) ____________________________ (City, State, Zip Code)

________________________________________
(Telephone Number) ________________ (Facsimile Number) ________________ (Email Address)

(ATTACH NOTARIZATION OF INSURER REPRESENTATIVE’S SIGNATURE)
PART H: LITIGATION AND ARBITRATION HISTORY

List all projects within the last ten (10) years in which claims were made against your firm, or claims you made against an Owner, resulting in litigation, arbitration, mediation or settlement (attach additional sheets, if necessary). Separately list all CURRENT AND/OR PENDING disputes:

- Pursued via mediations, arbitration, or litigation
- Initiated within the last ten (10) years
- In which additional compensation is sought
- Where alleged breach of contract is alleged
- Indemnity is sought
- Between your firm (or any principal of your firm) and any Owner

If none, indicate "none." Do not leave blank.

Project Name: ____________________________________________

Project Address: __________________________________________

Dated Completed: _________________________________________

Initial Contract Value (bid award): ______________________________

Final Contract Value: _______________________________________

Amount of Claim: __________________________________________

Brief overview of the claim and final resolution: ______________________________

_________________________________________________________________

Please attach additional pages if necessary.
PART I: DECLARATION by Prospective General Contractor

The undersigned declares under penalty of perjury under the laws of the State of California that all of the Prequalification information submitted with this application is true and correct and a duly authorized officer of the Firm executed this Declaration at __________________________, California.

Dated: ____________

________________________________________________________________________

Firm Name

________________________________________________________________________

Signature

________________________________________________________________________

Title
## Prequalification Application Score Sheet

### Contractor: ____________________________ Date: ________________

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<th>Item #</th>
<th>Possible Points</th>
<th>Answer or Designation</th>
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<td><strong>PART C - CONTRACTOR'S LICENSE</strong></td>
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<td>0</td>
<td>Yes</td>
<td></td>
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<td></td>
<td>Untruthful answer.</td>
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<td>Untruthful answer.</td>
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<td>Note issue. Stop review &amp; enter</td>
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Total: 15 Maximum points
11 Points Passing

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<td>Untruthful answer.</td>
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<td>Note issue. Stop review &amp; enter</td>
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<td>Fail</td>
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<td>0</td>
<td>Yes</td>
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<td>Untruthful answer.</td>
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<td>Note issue. Stop review &amp; enter</td>
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<td>Fail</td>
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<tr>
<td>Question #3</td>
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<td>Untruthful answer.</td>
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# Prequalification Application Score Sheet

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<td>5</td>
<td>No or up to 1 instance</td>
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<tr>
<td></td>
<td></td>
<td>3</td>
<td>Yes up to 2 instances</td>
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</tr>
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<td></td>
<td></td>
<td>0</td>
<td>More than 2 instances</td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td>Untruthful answer. Note issue. Stop review &amp; enter</td>
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<td>Fail</td>
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<td>&quot;Fail&quot; for this section</td>
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<td>Company Revenue over $10M annually</td>
<td>5</td>
<td>No or 3 instances</td>
<td></td>
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<td></td>
<td></td>
<td>3</td>
<td>Yes to 5 instances</td>
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<td></td>
<td>0</td>
<td>More than 5 instances</td>
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<td></td>
<td>Untruthful answer. Note issue. Stop review &amp; enter</td>
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<td>&quot;Fail&quot; for this section</td>
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<td>Question #5</td>
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<td>5</td>
<td>Yes</td>
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**Total:** 

Circle one 

- 25 Maximum points
- 20 Points Passing

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<td></td>
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<td>No</td>
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<td>Question #8</td>
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<td></td>
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<td>5</td>
<td>No or Yes up to 2 instances</td>
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<td>3</td>
<td>Yes up to 3 instances</td>
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<tr>
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<td></td>
<td>0</td>
<td>More than 3 instances</td>
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<tr>
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<td></td>
<td>Company Revenue over $10M annually</td>
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<tr>
<td></td>
<td></td>
<td>5 No or Yes up to 4 instances</td>
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<td></td>
<td></td>
<td>3 Yes up to 6 instances</td>
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<td>Question # 10</td>
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<td></td>
<td>3 No 1-2 Instances</td>
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<td></td>
<td>0 More than 2 Instances</td>
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<td></td>
<td>Question # 11</td>
<td>2 3 years or more</td>
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<td></td>
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<td>0 Less than 3 years</td>
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<td>Project #1</td>
<td>Owner Scope Add N/A</td>
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<td></td>
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<td>2 No Change Orders over 10%</td>
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<td>2 No Time Extensions</td>
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<td>2 No Stop Notices Filed</td>
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<td>2 No Change Orders over 10%</td>
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<td>2 No Time Extensions</td>
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<td>No Change Orders over 10%</td>
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<td>2</td>
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<td>No Time Extensions</td>
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<th>Section Pass/Fail</th>
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<td>No</td>
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<td>3</td>
<td>Yes, over 3 years ago</td>
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<td></td>
<td>0</td>
<td>Yes, within 3 years</td>
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<td>A 9 or better</td>
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<td>A- 8 or better</td>
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<td>0</td>
<td>less than A-</td>
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<td>0</td>
<td>Yes (other than insurance company dissolving)</td>
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Prequalification Application Score Sheet

Contractor: __________________________ Date: ___________

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**PART H - LITIGATION AND ARBITRATION HISTORY**

Company Revenue under $10M annually

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<tr>
<th>Company Against</th>
<th>Owner Against</th>
<th>Owner Against (Exclude non payment)</th>
<th>Company Against</th>
<th>Owner Against (Exclude non payment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(within past 5 years)</td>
<td>5 No or Yes 1 instance</td>
<td>5 No or Yes 1 instance</td>
<td>5 No or Yes 1 instance</td>
<td></td>
</tr>
<tr>
<td>3 Yes up to 2 instances</td>
<td>3 Yes up to 2 instances</td>
<td>3 Yes up to 2 instances</td>
<td>3 Yes up to 2 instances</td>
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<tr>
<td>0 More than 2 instances</td>
<td>0 More than 2 instances</td>
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Company Revenue over $10M annually

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<thead>
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<th>Company Against</th>
<th>Owner Against</th>
<th>Owner Against (Exclude non payment)</th>
<th>Company Against</th>
<th>Owner Against (Exclude non payment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(within past 5 years)</td>
<td>5 No or Yes 3 instances</td>
<td>5 No or Yes 3 instances</td>
<td>5 No or Yes 3 instances</td>
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<tr>
<td>3 Yes up to 5 instances</td>
<td>3 Yes up to 5 instances</td>
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<td>0 More than 5 instances</td>
<td>0 More than 5 instances</td>
<td>0 More than 5 instances</td>
<td>0 More than 5 instances</td>
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</table>

**Total:**

Circle one: PASS  FAIL

10 Maximum points
8 Points Passing

Prequalified Yes / No
(Must pass each section)

| YES | NO |
**BACKGROUND:**

The following bond program item is presented herein for Board information:

- SMC Quarterly Report for period ending September 30, 2007

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

For information only.