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

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

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

A. Board Study Session – 4:00 p.m., Ohlone 106, Indian Valley Campus
   1. Call to Order, Roll Call and Adoption of Agenda
   2. District Facilities Use Agreement (Nancy Kline)

B. Closed Session – 4:30 p.m. in AC 101 Conference Room, Indian Valley Campus

1. Call to Order, Roll Call and Adoption of Agenda
   a) Request for Public Comment on Closed Session Agenda
2. Closed Session: To consider and/or take action upon any of the following items:
   (a) With respect to every item of business to be discussed in closed session pursuant to Government Code, section 54956.8:
       CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code, section 54956.8)
       Property: Rooms 47, 55, 56, 59, 73, 74, 75, 76, 79, 83, 84, 85, and 86 in Learning Resources Center Building.
       College of Marin, 835 College Avenue, Kentfield, CA
       Agency Negotiators: Virginia Riegel & Nancy Klein
       Negotiating Parties: Marin Telecommunications Agency/Gregory Stepanicich
       Under Negotiations: Lease price and terms of payment

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

   (c) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
       CONFERENCE WITH LABOR NEGOTIATOR
       Relative to the following organizations representing employees: United Professors of Marin
C. Regular Meeting

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

2. Approval of Minutes (4 minutes)
   - Minutes of June 10, 2008 Board Meeting
   - Report of Closed Session for June 24, 2008

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

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

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (10 minutes)
      (1) WASC Update
      (2) Summer Enrollment Update

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Association Report (5 minutes)

9. Consent Calendar Items (Roll Call Vote) (10 minutes)

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

A. **Calendar of Upcoming Meetings**
   
   July 22, 2008 IVC Groundbreaking Ceremony for Major modernization projects
   Main Entrance to the IVC Campus near building 9, 1:00pm

   July 22, 2008 Regular Meeting of the Board of Trustees will be held on the Indian Valley Campus, Ohlone 106 – 6:30pm

   August 15, 2008 College Convocation
   Fine Arts Theater 10:00am – 12:00pm

B. **Classified Personnel Recommendations**
C. **Short-Term Hourly Positions**
D. **Budget Transfers – Month of May – FY 2007/08**
E. **Warrant Approval**
F. **Declaration of Surplus Property**
G. **Contract with School & College Legal Services**
H. **Approve 5-Year Construction Plan**

10. **Other Action Items (10 minutes)**

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

A. **Approve Memorandum of Understanding – San Mateo Community College District: Skyline Solar Tech Program**

B. **Approve Memorandum of Understanding – Kaiser Permanente and the Marin Simulation Center**

C. **Tentative Budget 2008-09**

D. **Modernization (Measure C)**
   
   1. Approve Notice of Completion
      a. Austin Science Center Roof Repairs Project (850E)
   
   2. Award Construction Contract
      a. PE Complex Portables – Electrical Utilities for Shower Portable Project (850F)
   
   3. Approve Project Stabilization Agreement (PSA)
11. Items for Possible Future Board Action (5 minutes)
   A. COM/MTA Agreement (July)
   B. Revised Board Policies (July)
      1. BP 6100: Delegation of Authority
      2. BP 6150: Designation of Authorized Signatures
      3. BP 6320: Investments
      4. BP 6400: Audits
      5. BP 6530: District Vehicles
      6. BP 6580: Excavation Policy
      7. BP 6700: Civic Center and Other Facilities Use
      8. BP 6740: Citizens’ Bond Oversight Committee
   C. Bolinas Lab Recommendations (July)
   D. Textbook Cost Containment (July)
   E. CEO Agreement with SunGard
   F. Memorandum of Understanding for the Marin Conservation Corps and Indian Valley Campus Organic Farm (July)
   G. Memorandum of Understanding for Partnership Agreements for the Marin Simulation Center – Marin General Hospital (July)

12. Information Items (5 minutes)
   A. Contracts & Agreements for Services

13. Correspondence
   Correspondence in Board Packets

14. Board Meeting Evaluation

15. Adjournment
A. **Closed Session**

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

   Board President Hayashino called the meeting of the Board of Trustees of the Marin Community College District to order at 4:10 p.m. in the SS A&B Conference Rooms on the Kentfield campus. All publicly elected Trustees were present except Trustee Dolan, who arrived at 4:12 p.m., Trustee Treanor, who arrived at 4:13 p.m., and Trustee Namnath, who arrived at 4:14 p.m. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, Larry Frierson, and Armond Phillips were also in attendance.

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

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

   The closed session recessed at 6:25 p.m.

B. **Regular Meeting**

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

   The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:43 p.m. in the Deedy Staff Lounge on the Kentfield campus by Board President Hayashino. She announced that the meeting was being recorded to facilitate the preparation of minutes. All publicly elected Trustees were present and Student Trustee Tam was in attendance.

   Board President Hayashino announced the recent passing of Harry Moore, a former COM Board member, and asked everyone to observe a moment of silence in his honor. A memorial service is scheduled for July 12 at 3:00 at the Margaret Todd Center in Novato.

   - Administration of Oath of Office to Student Trustee
     
     President White administered the Oath of Office to Todd McCleary, the new Student Trustee. Board President Hayashino thanked outgoing Student Trustee Tam for his service and welcomed Student Trustee McCleary to the Board.
2. Approval of Minutes and Report of Closed Session

M/s (Treenor/Long) to approve the minutes of the May 13, 2008 Board meeting. Trustee Long asked to add the following sentence to her comments about Jim Geraghty under Individual Reports and/or Requests on page 4: “He has been a wonderful ambassador on behalf of COM.” The motion to approve the corrected minutes passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

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

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

Paul da Silva, biology professor, provided the Board with information on the College of Marin Science Museums (copy attached) and noted that we are fortunate to have collections in anthropology, biology, geology, mineralogy and paleontology which contribute greatly to science education and outreach. He stated that constraints of facilities and staffing have kept us from using these assets to their full potential but noted that many members of the college community recognize the opportunities we have and that an active museum friends group is available to help wherever needed. He expressed optimism for the future of our museums with this team working together. A copy of Mr. da Silva’s statement is attached to the minutes as part of the official record.

Ira Lansing, representing UPM, asked why there was no report of monthly consultant expenses in the Board packet. Vice President Harrison responded that this information will be in the June 24 Board packet.

The following individuals expressed their support for the Project Stabilization Agreement (PSA) which will come to the Board for approval at the June 24 Board meeting: Bill Scott of the Marin Building Trades Council, Tom Maths of the Carpenters Union, and Les Proteau representing Painters, Glazers and Floor Layers. They are looking forward to working with us to provide employment and training opportunities in the trades for local people.

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

   b. Legislative Report.
      Trustee Paterson reported on the most recent League Legislative Update from the Community College League, calling the Board’s attention to AB 1409, which would extend concurrent enrollment, and SB 1585, which would create a voluntary five-year pilot program to increase the rate of at-risk basic skills community college students to advance to credit courses and eventually transfer to 4-year institutions.

      Trustee Hayashino reported that Mark Leno won the Democratic State Senate primary and will probably be our next State Senator. She suggested that we invite him to our campus for a visit.

   c. Committee Chair Reports
      Trustee Long reported that she and Trustee Namnath, as members of the Board
Policy Committee, had a very productive meeting with staff and the CCLC consultant to review Chapters 1 and 2 of our Board policies. She stated that after one more meeting the revised Board policies will be ready to bring to the Board for review and then approval.

d. Individual Reports and/or Requests
Trustee Hayashino thanked President White and staff for organizing such a wonderful commencement outdoors.

Trustee Long expressed appreciation for two acknowledgements for attending campus events which she received in the mail: one from Barbara Tarasoff, the Emeritus President, and one from Grace Hom of the Dental Assisting Program. She asked Dr. White to thank staff for going the extra mile.

Trustee Paterson reported that she, Trustee Hayashino, Vice President Martinez and Dean Schorske recently attended a Marin County Early Childhood Education Partnership meeting where Tom Peters, keynote speaker, emphasized the importance of providing quality childcare. She noted that COM plays a significant role in providing continuing education in the early childhood education arena.

Trustee Namnath stated that he was not able to attend COM’s commencement because of family commitments and reported that two COM alumni (his children) just graduated from two quality institutions, Sonoma State and UC Davis. He said that COM should be acknowledged for assisting these two individuals in their career goals.

5. Chief Executive Officer's Report

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

a. Staff Reports

1) WASC Update
President White reported that she and Yolanda Bellisimo, Academic Senate President, attended the Accreditation Commission meeting on June 6. They met with 24 Commissioners and were there to answer questions on the addendum we submitted. Dr. White stated that the atmosphere was friendly and that the commissioners are pleased with our progress in meeting Recommendation #3. She explained that we will not know the outcome for sure until we receive a letter from the Commission in mid to late June but that signs are good and our hopes are high.

2) COM/MTA Joint Use Agreement
President White asked the Trustees to review two documents they have been given: the proposed draft COM/MTA Joint Use Agreement and the document from Barbara Thornton and MTA outlining key issues to be resolved. She reported that we are still in negotiations and that we will have a “meatier” document to discuss at the June 24 meeting.

6. Academic Senate Report
Yolanda Bellisimo, President of the Academic Senate, reported that the Program Review
Committee has been working on the rewrites and format changes to the program review template. The revised template will be ready to launch in September and the next round of reviewers will be expected to have the reviews completed and to the Program Review Committee by November. Ms. Bellisimo stated that the faculty would like to invite the Board of Trustees to do its own program review which could be included in the public presentation of our district-wide program review.

Trustee Kranenburg, chair of the Board’s Self-Evaluation Committee, reported that the committee has developed a new template for self-evaluation based on best practices in community colleges. Board members are submitting input and the results of the Self-Evaluation will be reported on at the next Board meeting. Academic Senate Bellisimo asked that the Board consider putting this Self-Evaluation on-line with the other program reviews. Trustees responded favorably to this suggestion.

Ms. Bellisimo announced that we have been invited to do a presentation on our program review template and participatory governance system at an upcoming CCLC conference on best practices for WASC review.

A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. **Classified Senate Report**
   No report

8. **Student Senate and Student Association Report**
   No report

9. **Board Study Session**
   a) **Budget Update (Preliminary Tentative Budget Projects for 08/09)**

   Al Harrison, Vice President of College Operations, gave a presentation (copy attached) on the 2008/09 preliminary tentative budget, noting that we have a draft budget that is still being worked on. He noted that our estimated ending fund balance of $3,697,884 for 2007/08 is slightly higher than what was predicted earlier due to a decrease in expenditures. The pending UPM Retiree Incentive Arbitration settlement may affect both our ending fund balance and/or our contribution to the unfunded liability program.

   Mr. Harrison noted that the tentative budget for 2008/09 has the following key elements:
   - Budget expenditures exceed planned revenues, reducing the ending fund balance.
   - Ending fund balance is at 7.4% of total unrestricted general fund expenses.

   Our basic aid increment for 2008/09 will be approximately $12.8 million. Our overall property tax increase for 2008/09 is expected to be only $619,000 due to softness in supplemental taxes.

   Mr. Harrison explained that we have budgeted for step increases but not for salary increases as there is no money for that. All three bargaining unit contracts are up for renewal. The tentative 2008/09 budget will be brought to the Board for
approval at the June 24 meeting.

b) Annual Status Update for Measure C Modernization Program
Leigh Sata of Swinerton Management & Consulting updated the Board on our Measure C Modernization Program, reviewing projects for both campuses in construction, projects soon to bid and projects at DSA. A copy of his presentation is attached. Board members commented that it is great to see progress.

10. Consent Calendar Items
M/s (Long/Treanor) to approve all items on the Consent Calendar.
The motion passed with a unanimous roll call vote (7-0) plus an advisory aye vote by Student Trustee McCleary with the exception of B.10.F.1 which for which Trustee Dolan cast a no vote.

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

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

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

D. Short-Term Hourly Positions

E. Approve Revised Sabbatical Leave Revisions

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

G. Approve Notice of Completion

11. Other Action Items:
A. M/s (Long/Paterson) to Approve Puente Project: Memorandum of Understanding between College of Marin and the Regents of the University of California. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

Trustee Treanor asked that the minutes reflect that there will be final negotiations on this and that the MOU will be approved by counsel.

Dr. White acknowledged Nick Chang, Interim Dean of Student Development and Special Services, for his efforts in bringing the Puente Project to COM.

B. M/s (Long/Dolan) to Approve Memorandum of Understanding – Sutter Marin, dba Novato Community Hospital (NCH) and the Marin Simulation Center.
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

C.(1-4) M/s (Namnath/Treanor) to Approve Resolutions Granting Authorization to Sign on Behalf of Governing Board. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

D. M/s (Namnath/Long) to Approve Purchase Order for Printing of Fall, Winter, Spring and Summer 2008/09 Community Education Schedules. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

E. Modernization (Measure C)
1. Special Approvals
   a. Approve Annual Contract Renewals
      1. M/s (Treanor/Long) to Approve Ford Graphics – Reprographics Services Contract Renewal. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
      2. M/s (Treanor/Long) to Approve Miller Brown & Dannis – Legal Counsel Contract Renewal. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

2. Ratify/Approve Construction Contracts and Changes
   a. M/s (Treanor/Paterson) to Ratify West Campus Utility Extension Project (#407D – incorporating parts of #850C and #850H) – DiGiorgio Contracting Company. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   b. M/s (Kranenburg/Long) to Approve Austin Science Center Roof Repairs Project (#850E) – American Services Co. – Change Order 4. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   c. M/s (Kranenburg/Long) to Approve Diamond PE Center Alterations Project (#308B) – Alten Construction – Change Order 2. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   d. M/s (Long/Namnath) to Approve Small Construction Contracts for PE Complex Portables Project (#850F)
      1. Classic Plumbing – Plumbing Contractor
      2. TMP Services, Inc. – Ramp Contractor
      3. Striping Graphics – Parking Lot Striping Contractor
      4. Creative Tent Int'l – Purchase & Installation of Tent
      5. Able Fence Co. Inc. – Fencing Contractor
The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

3. Approve Professional Service Agreement Amendments >$30,000
   a. M/s (Long/Namnath) to Approve Various Projects on Kentfield and Indian Valley Campuses Project Specific Furniture, Fixtures, & Equipment (FF&E) Specifications
      Work Transitions Amendment 3
      The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.
   
   b. M/s (Treanor/Kranenburg) to Approve Math Science Central Plant Complex Project (#305A), Fine Arts Building
      Project (#306 C) & Performing Arts Modernization Project (#306A)
      Initial Study – Project Specific Portions of EIR
      Contract Time Extension
      Amy Skewes-Cox - Amendment 8
      The motion passed by a vote of 6-1 with Trustee Dolan casting the no vote.
      Student Trustee McCleary cast an advisory aye vote.

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

13. Information Items
   A. Modernization Update
      1. Bar Schedule with Spent to Date Through May 2008
   B. Sustainability Update
      An update on sustainability initiatives was requested for a future Board meeting.
   D. Participatory Governance System Revised Plan
   E. Out-of-Compliance Degree
   F. Calendar of Special Events
      College of Marin Dental Assisting Program Graduation – June 19, 2008,
      6:30 p.m., Student Services Courtyard, Kentfield
      IVC Groundbreaking – July 22, 2008
      1:00 p.m., Campus Green, IVC Campus

14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation
   Trustee Long noted that the Board Officers had set a goal of having shorter, smoothly run
   meetings by having Board members limit their comments and ask the President and
   staff questions ahead of time.

   She announced that Trustee Hayashino's daughter was recently crowned Miss Northern California
   Cherry Blossom Queen.

16. Adjournment
   M/s (Kranenburg/Long) to adjourn the meeting in memory of Harry Moore. The motion
   passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary. Board
   President Hayashino adjourned the meeting at 8:10 p.m.
Hello! For those of you who don’t know me, I’m Paul da Silva, biology professor and recently also a student of the College of Marin. I come bearing brief tidbits of good news, which I hope will be welcome.

Over the last ten years or so, people across the US have recognized that science museums are now as important in science education and outreach as laboratories, classrooms, and libraries. It thus comes as no surprise that many institutions, including many in the California Community College system, are trying to establish and/or improve their science museums. Unfortunately for some, and fortunately for others, this is not a simple task. This is because the foundations on which museums rest are their collections, and these take decades of work to build.

The College of Marin is in the fortunate group. Almost as soon as the College was founded in 1926, the nucleus for our present collections was established. Now we have collections in anthropology, biology, geology, mineralogy and paleontology that are the envy of many of our neighbors.

We do have much to do to be able to capitalize on these important assets. We have been as active as we can, but constraints of facilities and staffing have up until now kept us from using them to their maximum potential, both for our present students and for community outreach and education.

Fortunately again for COM, our president, vice-president, dean, several of the trustees and many other members of our college community have recognized the opportunities we now have. We also have the benefit of an active museum friends group that is ready to lend a hand wherever needed. With this team working together, there is no reason we should not move confidently into the future.

As we end one academic year and look forward to the next, I take this opportunity to leave with you small packets of information that I hope you will find useful. In the months to come, I expect that additional information will be provided as new and exciting developments take place.
In 2007, the College of Marin Biology and Geology Museum continued its distinguished tradition of maintaining one of the most important College assets and of providing exceptional service to the students and faculty of the College and to the surrounding Marin County Community. This report highlights the most important of the year's achievements and challenges.

PEOPLE SERVED
The largest group of people served consisted of the introductory biology students, numbering 525 and spending approximately 5100 hours of active learning time in the museum as part of the ecology, biodiversity and evolution parts of the course. A special exhibit was also set up for the pre-dental students in the human anatomy courses, which was used by about 100 students. Specimens from the museum made up essential parts of several additional courses in the Majors' Biology, Natural History and Geology programs, which served an additional 150 students.

Outreach to the surrounding community took several forms. As always, a visit to the museum was a highlight of Latino Awareness Day, which brought over 50 high school students to the campus. The major public exhibit of the year, Changing Currents, opening in January, was co-sponsored with Friends of Corte Madera Creek, and drew about 75 people of all ages and backgrounds. In addition to these users, various individuals and representatives of community agencies and organizations requested special visits to the museum.

A special effort was made this year to measure effectiveness of museum activities. This took the form of a survey of COM students using the museum.
FACULTY AND STAFF
Unlike other nearby community colleges, the College of Marin has no full-time staff person responsible for the museum. This is the largest challenge the museum faces. Fortunately, the president of the college has shown support for the museum, and at her recommendation, meetings were held with the department chair, the division dean, the vice-president for student learning, and the director of human resources. The consensus was that a full-time classified staff member should be hired for the museum, but that a date could not yet be set for the opening of the hiring process. In anticipation of the opening of that process, draft documents for the position have been prepared, so that all that is needed is authorization for the process to begin. It is hoped that by the end of 2008, the museum will no longer be the major under-supported resource of the College.

In the meantime, faculty and staff have been filling in as best they can. Day to day essential operations in the important areas of maintenance, inventory, and exhibits have been carried out by Patti Patterson while on a part-time appointment, assisted by students Melanie Williams and Chris Davidson and staff members Aftab Enty and Deirdre Martinez. On the faculty side, Fernando Agudelo Silva, Becky Brown, Don Foss, Jamie Deneris, Erik Dunmire, David Egerl, Bill Lenarz, Jim Locke, Michael McDonald, Joe Mueller, Paul da Silva and Vic Smith have given different kinds of scientific assistance to the museum.

INVENTORY AND MAINTENANCE
Progress was made in both inventory and maintenance. Research into best practices in both of these areas has produced better operating procedures. The thorough inventory of the collections and construction of a specimen-level database have proceeded approximately 50% to completion. Better labeling and use of better materials has improved maintenance. Early in the year, infestations were discovered in the large mammal specimens and deterioration was noted in some of the marine specimens. Appropriate steps were taken to contain the problems, but ongoing work is necessary to protect the collections. This situation highlights the danger of letting too much pass without full-time museum staff in place.

As it has for decades, the museum continued to maintain the historical specimens that are the result of past work of COM faculty, staff and students, as well as of long-time partnerships between COM and other public agencies such as the Marin County Stormwater Pollution Prevention Project, the Marin Municipal Water District, the California Department of Fish and Game and the National Park Service.

ADDITIONS, DONATIONS AND GRANTS
During the past year, the museum has continued to receive donations of time, expertise, materials and funds from many sources. Especially significant additions were made to the marine reptile collection, to the mammal collection, to the lichen collection and to the terrestrial insect collection. A unique partnership this year with the Swinerton Corporation produced valuable fossils from test wells bored as part of the geothermal
field project on campus. Pledges of donations of significant funds in the future, as well as promising grant opportunities, hinge upon the hiring of the new museum staff.

PLANNING FOR THE FUTURE
As part of the district modernization process, plans have been drawn up for new museum space in the proposed science/central plant building. Use of room dividers and compact storage facilities should make use of this new space extremely efficient.

CONTACTS AND COMMUNICATION
Faculty and staff involved with the College of Marin Biology and Geology Museum have actively exchanged information on with their colleagues working in museums at Santa Rosa Junior College, Sierra College, San Francisco State University, University of California, Berkeley, and the California Academy of Sciences, as well as with the Friends of the College of Marin Natural Science Museums here in Marin. These contacts have been the source of much support and many new ideas.

FOCUS ON OUTREACH –
Changing Currents Public Exhibit

The January, 2007, public museum exhibit, Changing Currents, was an example of how innovative use of the museum’s assets can draw people to the College and provide an important public service by combining learning with entertainment. It was an interdisciplinary exhibit featuring aspects of the chemistry, geography and biology of Corte Madera Creek and its watershed. This watershed is a very important part of the Ross Valley environment all of the time, and this importance has been emphasized by the severe flooding events of recent years. All visitors were aided in their efforts to understand the creek and its watershed by the many diverse features of the exhibit. These included a large relief map of the watershed, information on water quality, rock samples from the creek bed, and examples of creek life, including algae, insects, fish, sharks and birds. The exhibit offered something fun and educational for all ages, even sponge painting and Gyotaku Japanese fish printing for youngsters and the young at heart.
QUOTES – From COM Biology Students

“This was my first time in the Museum, and I was completely speechless. I was so amazed that I spoke to all my friends and family about it for days. I did not know so many different species existed out there. I was also very impressed by the set up; some of the animals had tags on them from 1890. It’s incredible thinking of where, who, and how this animal was caught over 100 years ago, and now I am here studying it. I am glad this is a part of our class because I am learning in a very interesting way.”

“The thing that I like most about going to the museum is being able to actually see what we learn about in class. More examples are presented through hands-on experience, reading supplemental material and seeing additional images.”

“As soon as I walked into this week’s exhibit, I was uplifted. There was a clean and refreshing feeling. I looked around the room ... and noticed lots of fresh greenery and beautiful flowers! I love plants, and learning about local ones... horsetail, moss, ferns, conifers.... So I proceeded with enthusiasm.”

Looking at the insects, it was amazing to see more close up what I have learned over the years about colors being a signal to avoid. I am always amazed at the beautiful colors some insects may have, and it’s always interesting to learn how the mimicry can help other less “dangerous” insects. Since one of my jobs is to work with twin boys, I am a BIG hit right now. Insects and worms – it doesn’t get much better. (!)

“I loved looking at the diatoms underneath the microscope. I think they would make great tattoos.”

“I loved the somersaulting Hydra, and that’s a way to keep my perspective. Sometimes I’m the Hydra somersaulting into knowledge. I get it one way or another, just not always as steady on my feet as I’d like to be.”
EXECUTIVE SUMMARY

It is now recognized that science museums are as important in the teaching of science as laboratories, classrooms and libraries. As educational institutions everywhere join the race to establish and improve their science museums, the College of Marin has an important head start provided by over 80 years of work by dedicated personnel. Yet this advantage is currently in danger of being lost. The COM museums have key needs in the following areas: 1) facilities 2) staffing 3) maintenance and 4) exhibits. Meeting these needs may require no net increase in expenditures, as has been shown in studies by current faculty, staff and administration. What is needed is prompt action to take advantage of the opportunity we now have. Whoever makes this happen will be remembered for a key decision that will bring countless benefits to COM and to Marin County.

Introduction

The College of Marin Science Museums are a repository of specimens collected by College of Marin professors, students and community members. They represent an accumulation of our shared experience of nature, science, history and culture. The museums are a vital resource. They are integral to our current teaching activities and they have the potential to further enrich the College of Marin by serving our students even better and by expanding our visibility in the community. They provide to all of us valuable insight and knowledge into many different aspects of our world.

Shortly after the founding of the college in 1926, the nucleus of the present natural science collections began taking shape. Dr. Paul Wilson, the first biology professor, contributed many of the oldest bird, mammal, insect and plant specimens and continued to add to the collections throughout the 1930’s and 1940’s. Some of the species these represent have since disappeared from the Ross Valley under the impact of increasing urbanization; these specimens thus are of special importance to all those interested in the local flora and fauna.

Although added later, many other specimens are in fact older. Of special importance in this group are unique collections of anthropological remains and artifacts, many from excavations on the Kentfield and Indian Valley campuses, conducted under the supervision of Dr. Betty Goerke. In addition, collections of rocks and minerals, many the products of class field trips conducted over many years throughout Marin, California and the West, begun by Steve Bruff, represent
diverse ages and geological formations. Similarly, paleontological specimens
document long-extinct groups of organisms, as well as others with close modern
relatives, from many a great variety of habitats.

A particularly diverse collection of aquatic organisms was assembled by Dr.
Gordon Chan. Having a deep and intense interest in marine biology, Dr Chan
contributed many specimens of fish, as well as numerous specimens of
invertebrates such as mollusks and crustaceans, from both local and distant
waters, throughout the 1960’s, 1970’s and 1980’s. Dr. Chan was also
instrumental in finding a large skeleton of an extinct whale that represented a
species new to science. The reassembly and identification of this skeleton, as
well as construction of a full-size replica, became a well-remembered community
project.

Numerous other professors, students, and community donors have likewise
added to the richness and diversity of the COM collections, and their growth has
been constant up to the present. This growth has produced an important College
and community resource, with hundreds to thousands of specimens in each
collection. This something in which the college and the whole community can
take pride.

Use of the Collections

The collections have primarily been used for teaching in College classes.
Individual classes such as anthropology, botany, ornithology, and entomology,
constantly use certain specimens as supporting material for lecture and
laboratory work. In addition, these classes add to the collections as they
progress through units involving collection and field work. Perhaps the largest
group of College of Marin students to use the collections has been that
composed of students enrolled in the non-majors Introduction to Biology, a
general education course that serves about 500 students per year. In the 1970’s,
Professor Russell Ridge conceived and began implementation of a seven-part
changing exhibit that illustrates basic concepts of ecology and evolution using
specimens from the collections. This exhibit has run with some subsequent
modification every semester up to the present. Occasional requests have been
received to make this experience available to other groups within and outside the
College, but limited resources for the most part have not permitted this.

Another use of the collections has been by community members as a resource
for local natural history and human prehistory. Recent users have included local
botanists revising the Marin Flora, county naturalists involved in stream
restoration, landscape restoration ecologists working on local parkland and
regional entomologists who sponsor the annual butterfly census in Marin. The
College is recognized by the National Park Service and the California Department of Fish and Game as an official depository of specimens collected in Marin County.

In 2006, a new program of public exhibits was begun under the direction of student worker Patti Patterson. In August of 2006, *A Whale of a Time* brought many students, faculty and staff to the museum for an exhibit that featured genuine whale specimens from the COM collections, donated whale-based clothing, audiovisual whale displays, whale literature from the COM library, and other articles, all integrated into an interdisciplinary presentation. In January of 2007, another exhibit, *Changing Currents*, focused attention on our local Corte Madera Creek watershed. Once again drawing on the strengths of the COM collections, it showed to the public many specimens of large and small organisms found in the creek, but it added to this a large-scale topographic map of the watershed donated by Friends of Corte Madera Creek, as well as explanations of the physical, chemical and geological principles that affect the watershed. A special treat was Gyotaku fish painting activities for kids. These exhibits demonstrated that the museums can integrate many different disciplines into exhibits and that there is a wide local audience for museum activities.

**Current Projects**

Current projects focus on inventorying the collections, upgrading the curation of specimens and planning for the future. Progress in all three areas has been steady but slow, reflecting at the same time the dedication of current personnel and unreliable funding and other institutional support.

Previous inventory efforts included card catalogues and written and typed lists. Records from these efforts, although relatively complete for some parts of the collections, are incomplete or nonexistent for others. None permit rapid response to queries about the whole collection, parts of it, or individual specimens. For this reason, in mid 2004, the current inventory project was begun. Its goal is entering all available information about all specimens into a computer database, using protocols and formats common to other museums in the Bay Area. By the end of the year, the database structure had been finalized and information on over 1000 specimens entered, mostly from the plant, lichen and fish and marine invertebrate collections. Space has been reserved on the College website for display of relevant information about the collections.

Use of potentially dangerous chemicals and loss of specimens prompted a revision of the curatorial methods employed with the collections. Some changes have been made, with the goals of using the least hazardous substances possible and preserving the specimens better. Hazardous substances reduced or eliminated include paradichlorobenzene and naphthalene for dry specimens and formalin for liquid specimens. The former are being replaced by airtight
containers passed through a new deep-freezing unit, while the latter are being replaced by ethanol and propanol. Several new vermin-proof cases and drawers have been purchased, as have clear plastic tubes; these will better safeguard specimens as well as minimize need for fumigants.

There are still pending several threats to the collections. Deterioration has been noted in the marine collections; this is probably due the concentration of alcohol that was used. Infestations have been discovered in the terrestrial mammal collection; several of the large specimens had been hung for display in areas that are difficult to inspect. Many of the cabinets and containers are still not vermin-proof or airtight. None of these problems is difficult to solve, but lack of staff impedes action and invites further problems.

Current Challenges

The College of Marin Museum collections are an integral part of its inheritance, its reputation and its educational resources. As educational institutions everywhere are discovering the key value of museums in modern science education, there is a race to establish and improve science museums on many campuses. The College of Marin has a great head start in this race. However, it is in grave danger of losing this advantage and falling behind. After over seventy-five years of existence and growth, they are suffering from inadequate support and are at risk of deterioration. Fortunately, with increased attention to a few needs, they can continue to grow and prosper, to better serve the needs of the College and the community. For this to happen, challenges must be met in four areas: housing, staffing, care and maintenance, and exhibits.

1. Housing

At first, the collections were housed in classrooms, laboratories and closets, but with the construction of the Austin Science Center in the 1970’s, the biology and geology collections were centralized in two rooms in this building (SC 179 and SC 80), under the supervision of Dr. Chan. The anthropology collections were housed in Fusselman Hall, under the care of Dr. Goerke. Some of the marine collections had been stored at the Bolinas Marine Station; most have now been moved to Kentfield. Some of the anthropology collections are currently out on loan. Up to now, space has been found to adequately store specimens and protect them from the elements, but display space is limited and the space officially designated for museum storage is full. This limits viewing of the collections and takes other hallway and room space not originally designated for museums. Adequate climate control is also lacking, making curation of some collections especially challenging.
Planning for the new science facilities as part of the Measure C modernization program must include adequate arrangements for storage, care and display of the museum collections. Modern construction standards and use of compact storage systems can produce a great increase in efficiency and quality of storage. Provision for a public exhibit space in addition to one used only by COM students would greatly aid in community outreach and service. It would also be a key investment in attracting future donations. Drawings prepared by the architectural team under contract to the District have shown that it is possible to reach these goals within accepted budgetary and space constraints of the modernization project.

2. Staffing

The existence of the collections at present is testimony to interest and dedication of many people throughout the entire history of the College. Until her retirement in 2006, Carolyn Ferguson was assigned on a part-time basis to care of the biology and geology collections. Part-time student help has also been used to maintain and exhibit the collection materials. Other faculty and staff members have always done what they could to help out.

However, as the needs and potential have grown, the staff has shrunk. Since May of 2006, there has been an unfilled vacancy, and no permanent personnel have been assigned to this important College resource. The key present need is for a permanent, full-time staff person assigned to the College’s museum collections. This is a strategic investment that will not only safeguard our priceless legacy, but also offers the potential to leverage funding from other sources that may well surpass the expenditures required. Current administrators concur with this assessment and suggest that salary savings from past staff retirements may mean that hiring of a new staff member would not require a net increase in expenses at all.

Faculty involvement should be encouraged as well. Designation of a faculty member with experience in this area as museum co-ordinator would facilitate flow of information among faculty, classified staff and administration, thus preventing many of the problems that have appeared in the past. Several current faculty members have the required knowledge and expertise and would probably be happy to serve in this capacity.

3. Care and Maintenance

The collections include specimens of many different sizes and durability. Some specimens, such as the rocks and minerals, require very little maintenance. Specimens in liquid media, including many of the marine specimens, require regular inspection and liquid replacement, especially in rooms without constant
temperatures. Dry specimens also require regular attention to minimize losses to pests such as beetles and rats. A good collection, especially a growing one, also needs continually updated inventory.

Great budget fluctuations have led to corresponding variation in quality of containers, frequency of inspection and treatment, availability of necessary curatorial materials, and detail and completeness of inventory. Over the years, many important specimens have been lost, although diligence and creativity on the part of staff have saved many more.

In the future, three actions will better safeguard the collections. These are: a) adequate and stable budgeting, b) use of current best practices for care and c) maintenance and up-to-date inventory.

a. Adequate annual line-item budget provision for purchases of the required materials for maintenance and storage of specimens is a must. Large amounts are not necessary, but they must be stable. This prevents small problems from becoming large ones which require greater funds to fix later.

b. Current best practices must be followed to protect the specimens and the health of college personnel. Some actions are incredibly simple, such as a thorough review of all cabinets and other containers used to store specimens and replacement of those that are substandard. With the growth in on-line information and the sharing of information among institutions, it is now much easier to find out what current standards and practice are and to implement them.

c. Electronic inventory of existing specimens should be completed and a system established to add new accessions to the inventory. Inventory records should be made available over the Internet to remote users, again following a growing trend and making the collections more useful to a greater number of people.

4. Exhibits
For most people, the “face” of a museum is its exhibits. COM students and the general public have responded positively to efforts to improve education and outreach through past exhibits. This suggests the waiting payoff of making better exhibits in the future. Inside the College, there is great potential for better integrating the different sciences, including anthropology, astronomy, biology, chemistry, geology, and physics. Computer science and the arts are also very much involved in modern museum exhibits elsewhere; they could also offer much and benefit much from greater involvement with the COM science museums. For the surrounding community with diverse interests, improved museum exhibits could be a major focus of COM outreach efforts and could give the whole college a better public “face.”
Nationally and internationally, it is now recognized that science museums are as important as classrooms and laboratories in the teaching and learning of science. Within the California Community College system, several neighboring institutions have recently or will soon inaugurate new science museums and exhibits. The College of Marin must modernize its museum exhibits to reflect this understanding and move forward to a happy and productive future.

Conclusion

In a society, we all benefit by what we share. The sharing of knowledge is the greatest of aspirations. The science museums at the College of Marin are a great resource. This resource cannot be wasted; it must be preserved and shared. If it becomes an important vehicle to share knowledge, it will better serve current students, provide exposure to future students, strengthen cohesiveness within the campus and offer a valuable service to the surrounding community. For this to happen, we must recognize that we are currently at an important crossroads, and that the time to act is now!
BOARD REPORT FOR JUNE 10, 2008 BOT MEETING

We have been working on the rewrites and format changes to the program review template. The Program Review Committee solicited feedback from each of their committees and Derek Wilson and I met with Anita Martinez to go over each of the template sections to make sure the reporting format fit the needs of the committees responsible for rating program needs. Our revised template will be ready to launch in September and reviewers will be expected to have the reviews completed and to the Program Review Committee by November. So, before we complete our first program review year, we are beginning our second.

While working on the goals section of the program review template, we began to divide the objectives that fall under each goal according to whether it is an expectation of the academic programs, the support services or administration. As an example, goal 5 talks about the college providing opportunity for people of different ages, races, ethnic backgrounds and people of different levels of development. Under goal 5, the objective for academic programs is to foster access for all students and this can be demonstrated by enrollment trends, retention and success rates by demographic groups. For support services, the objective for goal 5 is to foster inclusiveness through an accepting campus climate and an example of evidence could be accurate and readily available counseling services or the range of student clubs and other student activities. For administration, examples of evidence for goal 5 would include access to matriculation services, including such things as improved on line registration.

The faculty, while working on the goals and objectives section realized that we could include the board of trustees in addition to academic programs, support services and administration. And in fact, it occurred to us that the Board of Trustees could do its own program review. A board program review could include questions about outreach - local outreach, state and national outreach and the results of this work. It could include funding or other resource allocation that the board has brought to the college. And a board program review could include questions about the most productive accomplishments of the board in the program review year. It can also summarize individual and group goals for the coming year.

We understand that the board does prepare and review yearly goals and outcomes but we are inviting you to include this in the public presentation of our district-wide program review. It could easily be included in our on-line template.

By doing this, the board’s review would be a part of the feedback loop. The board reviews the outcomes of the college-wide program review, sets goals and tracks its participation in the process, all as a part of the same template format and all public and available to the full college community.

We hope a program review is something you will consider and we will be happy to work with you on this.
Preliminary Tentative Budget

2008-2009 Projection

Purpose of Tentative Budget
- Authorization to spend dollars beginning July 1, 2008
- Many of the Revenue and Expenditure numbers are our best estimated at this time.
- We have attempted to make the Tentative Budget as close to reality as possible.

Today's Presentation
- Status of 2007-2008 Budget
  - Projected Ending Fund Balance
  - Status of Unfunded Liability Program
  - Open or Pending Issues
- Preliminary Tentative Budget 2008-2009
  - Projected Revenues
  - Projected Expenditures
  - Other Budgeted Funds and Impacts

Projected Ending Fund Balance 07-08
- 2007-08 Adopted Budget:
  - Estimated ending balance was
    - $3,429,129
    - 7.8% of expenditure
- 2007-2008 Estimated Actuals:
  - Estimated Actual Ending Balance
    - $3,697,084
    - 8.3% of expenditures
What Caused the Change

- Revenue:
  - $42.9 Million Budget 2007-08
  - $42.8 Million Estimated Actual 2007-08

- Expenditures:
  - $44.9 Million Budgeted 2007-08
  - $44.6 Million Estimated Actual 2007-08

Unfunded Liability Program

- Prior Years:
  - $1 Million dollars designated and set-aside
  - $98,000 Interest earned to date.

- 2007-08 Fiscal Year:
  - $500,000 set-aside for the fund.
  - At the end of the year $1.5 million plus interest will be transferred to the Unfunded Liability JPA

Open / Pending issues 2007-08

- UPM Retiree Incentive Arbitration settlement may affect both the Ending Fund Balance and the Contribution to the Unfunded Liability Program.

- Arbitrator has yet to make a final decision on one specific item.

Revenues 2008-09 Tentative Budget

- Total General Fund Revenues:
  - $55.0 Million
    - $43.1 million Unrestricted General Funds
    - $5.1 million Community Services
    - $10.8 million Restricted General Funds
  - $51.9 Million 2007-06 Estimated Actual

- Increase $3.1 million or 5.8%
Expenditures Tentative Budget 2008-09

- Total General Fund Expenditures
  - $55.5 million
  - $13.6 million Unrestricted General Funds
  - $11 million Community Services
  - $10.8 million Restricted General Funds

- $53.7 Million 2007-08 Estimated Actual
- Increase $18 million or 3.3%

Preliminary Tentative Budget 2008-2009

HIGHLIGHTS

Basic Aid Status

- The District is a "Basic Aid" district, or, as it is now being called, a "self-supporting" district. The District's core funding is determined by law to be the larger of the State funding formula known as apportionment, which is based on full-time equivalent student (FTES) enrollment, or a fixed percentage of the County of Marin's property tax revenue.
- In fiscal year 2007-08 the District received approximately $12.2 million more as a Basic Aid district – the "Basic Aid increment" – than it would have received as apportionment.
- In 2008-09 the Basic Aid increment will be approximately $12.6 million.

The State Budget Process and College of Marin

- The most significant elements for the College in the State budget process for 2008-09 are the following:
  - Student enrollment for 2008-09 fiscal year remains at $30 per unit.
  - The May revest did not include a COLA for 2008-09.
  - COLA affects the College of Marin for the following categorical programs: Basic Skills, Cooperative Agencies Resources for Education (CARE), Disabled Student Programs and Services (DSPS), Extended Opportunity Programs and Services (EOPS), CalWorks, and Supplemental Programs, as well as Partnership for Excellence funds
  - These programs are budgeted at 90% in the Tentative Budget.
Discussion of the Proposed Budget for Fiscal Year 2008-2009

- The Tentative Budget for 2008-09 has the following key elements:
  - Budget expenditures exceed planned revenues, reducing the ending Fund Balance.
  - Ending Fund Balance at 7.4% of total Unrestricted General Fund expenses.

Discussion of the Proposed Budget for Fiscal Year 2008-2009 (continued)

- Secured Property tax increase @ 4.0% or $1.4 million; overall property tax increase @ 1.7% or $619,000.
- Enrollment fees remain at $20 per unit for 2008-09.
- Salaries include "step and column" movements.
- Increase in medical benefits is approximately $370,000 for 2008-09.
- Non-salaried expenditures were budgeted at 16.0% lower than 2007-08 levels.
- All three bargaining unit contracts are up for renewal

Analysis and Comparison of Revenue and Expenses

- Projected Total General Fund Revenue for 2008-09 is $54,963,994 compared to $51,919,388 for 2007-08.
  - An increase of $3,045,606 or 5.9%, principally due to carryforwards of categorical programs from prior years.

- Projected total General Funds Expenditures for 2008-09 are $55,453,610 compared to $53,693,591 for 2007-08.
  - An increase of $1,760,029 or 3.3%, principally due to carryforwards of categorical programs from prior years.

Unrestricted Budget

- The 2008-09 budgeted unrestricted revenues of $43,107,956 increased $306,964 or 0.7% over the 2007-08 actual unrestricted revenues of $42,800,992;
- 2008-09 budgeted unrestricted expenditures of $43,577,573 is a decrease of $998,612 or 2.2% over the 2007-08 actual unrestricted expenditures of $44,576,185.
**Tax Revenue Anticipation Note Borrowing**

- The District relies on property taxes for its core funding. Property taxes are collected by the County and distributed to local agencies in December and April. The period from July through December is very difficult from a cash flow perspective and extensive borrowing occurs during that period. The District uses the California Community College League Cash Flow Borrowing Program for arranging this financing. The Cash Flow Borrowing Program provides a mechanism for borrowing the needed funds, at an advantageous placement cost, due to the participation of many California Community Colleges in the program. The Tax Revenue Anticipation Note (TRAN) for 2007-08 was in the amount of $16,500,000 and for 2008-09 the note is 39,035,000.

**Sources of Funds**

- The District is in a basic aid environment, and property tax revenue is the primary funding source. Secured property tax revenues show an approximately 4-0% or $1.4 million increase for 2008-09 over 2007-08. However, supplemental property tax revenues, due to the slowdown in home sales, is expected to drop by nearly 52.3%, or approximately $570,000.

- Lottery, Part-Time Equity, Office Hours and Medical Reimbursement funding is held even.

- Miscellaneous Revenues include pool income, telephone performing arts receipts, allocation income, commissions, one-time local income, etc. Most categories experience substantial variation from year to year.

**Salaries**

- The permanent Faculty salary budget decreases approximately $1,024,000 due to a one-time change to salaries in 2007-08 of $1.4 million, offset by step and column movements.

- The Classified Staff salary budget increases $542,000 due to step movements.

- Classified Hourly and Classified Overtime have been estimated based on salary and step increases, and on projected usage of temporary staff and overtime hours. A portion of the Campus Police overtime will be covered by Parking revenues in the Restricted Programs and so is not shown here.

- Administrators salaries increase due to step movements.

**Benefits**

- The Kaiser Medical rates increased by about 5%. HealthNet approximately 15% as of January 2008. The 2008-09 rates are budgeted at a blended 6.7% increase. Dental and vision rates remain flat in 2008-09 but need to be reviewed for a rate increase for 2009-10.

- STRS contribution rates are unchanged for 2008-09 while the PERS contribution rates increased modestly over the prior year. SUI rates are increasing from 0.65% to 0.70% and Workers' Compensation insurance costs are increasing from 1.542% to 1.634% for 2008-09.
Other Operating costs

- Operating Expense budgets are roll-over amounts from the previous year for instructional areas;
- non-instructional areas had a 10% budget reduction.
- The Election was budgeted at $120,000 for 2007-08 because four Board seats are up for re-election in November; no election is budgeted in 2008-09.
- Advertising related to staff and student recruitment previously included in the "Miscellaneous" category, has been reclassified and is now appropriately grouped in "Recruitment".
Marin Community College District
Measure C Bond Program
Annual Report – Program Update

Board of Trustees Study Session
Tuesday, June 10, 2008
Kentfield Campus

Projects in Construction:
- Geothermal Field
- PE project

Projects soon to Bid:
- PE Photovoltaics
- SMCP Increment #1 (infrastructure)

Projects in Design or at DSA:
- West Campus Bridge
- Fine Arts
- Performing Arts
- SMCP
308B – Diamond PE Center Alterations
03/24/2008 – Back of PE Center (East Wall - Before)
308B – Diamond PE Center Alterations
05/14/2008 - Back of PE Center (East Wall - After)
308B - Diamond PE Center Alterations
03/24/2008 - Covered Walkway (Before and After)
305C Increment no. 1 – Site Development Utilities
Looking Northwest towards DSPS and Laurel Avenue
301A – West Campus Bridge
(left) Current Location
(right) Example Bridge
Indian Valley Campus

Projects in Construction:
- Geothermal Field
- 12KV infrastructure project
- West Campus Swing and Infrastructure Project

Projects soon to Bid:
- Creek Erosion Mitigation
- Transportation Technology Building

Projects at DSA:
- Main Building
407C - 12 KV Utility Extension
05/27/2008 - Boring from north side of creek to south side
407C – 12 KV Utility Extension
(left) Bores on north side of the creek

(right) Bores on south side of the creek
850C, 850H & 407D
Shade & Greenhouse Structures, Transportation Tech Relocation, West Campus Utilities Extension - Current
419A – Ignacio Creek Erosion Mitigation
Current Picture of Ignacio Creek
402A – Transportation Technology Complex
Site Plan
Working as a Team: Preparing ways to trench near the KTD Redwood Grove.
Never a dull moment in construction! Geothermal "Geyser"
How am I going to get my car?


## MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: June 24, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>C.9.B</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td></td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>Recommendations</td>
<td></td>
</tr>
</tbody>
</table>

### BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

---

A. Temporary Increase/Decrease in assignment for Classified Personnel

### BUDGET IMPLICATIONS:

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

K. Gisle is on the non-instructional side of the 50% law
J. Jesadt is on the instructional side of the 50% law.

### RECOMMENDATION:

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

---

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
A. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Gisle, Kirsten</td>
<td>HR Technician</td>
<td>From .80</td>
<td>12</td>
<td>Temp.</td>
<td>05/01/2008 – 06/30/2008</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .427</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To .6533</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Temporary decrease in assignment to for personnel reasons effective May 1, 2008 through June 30, 2008.

2. Temporary Increase in assignment to assist the Math department during the summer session effective June 16, 2008 through July 26, 2008.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: June 24, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td>C.9.C</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Job Descriptions</td>
</tr>
</tbody>
</table>

BACKGROUND

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

Short-Term Hourly Positions.

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

Sustainable Garden Supervisor and Dept. Aide IV in Environmental Landscaping, Assistant Box Office Cashier, House Manager, Light Board Operator, Lighting Designer, Master Electrician, Sound Technician, Stage Crew, Stage Manager, Properties Designer, Scenic Painter, Set Designer, Sound Designer, Stage Carpenter, Costume Designer, Costume Cutter/Stitcher, Wardrobe Mistress/Master, Dance Accompanist, Follow Spot Operator – Cabaret, Dance Follow Spot Operator in Performing Arts and Banner Technician in Human Resources are on the non-instructional side of the 50% law.

Athletic Study Hall Monitor in P.E., Adapted P.E. Aide and In-Class Aide in DSPS are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
## A. SHORT TERM HOURLY POSITIONS – June 24, 2008

<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology</td>
<td><strong>Sustainable Garden Supervisor</strong> – To supervise and assist students to establish and maintain Sustainable Garden for the Summer 2008 Session. Sustainable Garden is funded through EEIF Grant.</td>
<td>1</td>
<td>06/09/2008</td>
<td>08/29/2008</td>
<td>$12.00 hour</td>
</tr>
<tr>
<td></td>
<td><strong>Department Aide IV</strong> – Assist to establish and maintain Sustainable Garden for the Summer. Session. Funded through an EEIF Grant.</td>
<td>3</td>
<td>06/09/2008</td>
<td>08/29/2008</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>DSPS</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>06/16/2008</td>
<td>12/31/2008</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td></td>
<td><strong>In Class Aide</strong> – Assist disabled students on an as needed basis.</td>
<td>8</td>
<td>06/16/2008</td>
<td>12/31/2008</td>
<td>$10.75</td>
</tr>
<tr>
<td>Human Resources</td>
<td><strong>Banner Technician</strong> – To Assist HR department with Banner implementation i.e. Data input and order and run reports.</td>
<td>1</td>
<td>06/02/2008</td>
<td>06/30/2008</td>
<td>$21.89 hour</td>
</tr>
</tbody>
</table>

June 24, 2008
| Performing Arts | Assistant Box Office Cashier –  
|                 | Assist Classified Staff. Work in Box Office during pre-show sales when Box Office is too busy for one person to handle. 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 as needed when ill or otherwise unable to work. | 2 | 08/18/2008 | 12/21/2008 | $16.53 hour |
| Performing Arts Dance | House Manager –  
| Dance          | Assist Classified Staff. For Fall 2008 Dance Concert: Set up concessions, direct ushers, troubleshoot seating problems, coordinate with stage manager to start show at beginning and intermission. Clean house after show (pick up recyclable programs), put away concession items and wash coffee pots. Be sure doors are properly secured, and handle concession monies properly. | 1 | 10/27/2008 | 11/15/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Dance | Light Board Operator –  
| Dance          | Assist Classified Staff. For Fall 2008 Dance Concert: Rig all lighting equipment to accomplish Designer’s plot. Assist with striking equipment when the show closes. | 1 | 10/26/2008 | 11/16/2008 | $10.75 – $11.75 hour DOE |

June 24, 2008
| Performing Arts Dance | Master Electrician –  
                        | Assist Classified Staff. For  
                        | Fall 2008 Dance Concert:  
                        | Interface with Lighting  
                        | Designer, Choreographers,  
                        | and Technical Director.  
                        | Rig all lighting equipment  
                        | to accomplish Designer’s  
                        | plot. Assist with strike  
                        | when show closes.          | 1 | 10/20/2008 | 11/16/2008 | $10.75 hour –  
                                                      |                                                          |                                                          |                                                          | $11.75 hour DOE |
| Performing Arts Dance | Sound Technician –  
                        | Assist Classified Staff. For  
                        | Fall 2008 Dance Concert:  
                        | Operate sound board  
                        | during technical rehearsals  
                        | and performances. Assist  
                        | with striking equipment  
                        | when show closes.          | 1 | 10/26/2008 | 11/16/2008 | $10.75 –  
                                                      |                                                          |                                                          |                                                          | $11.75 hour DOE |
| Performing Arts Dance | Stage Crew –  
                        | Assist Classified Staff. For  
                        | Fall 2008 Dance Concert:  
                        | Help set up any set pieces  
                        | and rig lights. Work rails  
                        | (flying any necessary  
                        | scenery) during technical  
                        | rehearsals and  
                        | performances. Lay dance  
                        | floor, tape edges, work  
                        | curtain, move scenery used  
                        | during performance. Assist  
                        | with strike when show  
                        | closes.                   | 4 | 10/20/2008 | 11/16/2008 | $10.75 –  
                                                      |                                                          |                                                          |                                                          | $11.75 hour DOE |
| Performing Arts Dance | Dance Accompanist –  
                        | Assist Classified Staff. For  
                        | Fall 2008 Musical Theatre  
                        | Dance Cabaret:  
                        | Accompany students  
                        | during class/rehearsals and  
                        | performances.             | 1 | 08/18/2008 | 12/14/2008 | $10.75 hour –  
                                                      |                                                          |                                                          |                                                          | $11.75 hour DOE |

June 24, 2008
<table>
<thead>
<tr>
<th>Performing Arts Dance</th>
<th>Stage Manager – Assist Classified Staff. For Fall 2008 Dance Concert: Make sure all dancers and crew are present and in place. Call all light and sound cues during technical rehearsals and performances. Make sure all set pieces and flown objects are properly in place during technical rehearsals and performances. Assist with strike. Interface with Choreographers’ to be sure all technical aspects of each piece are to the Choreographers’ satisfaction.</th>
<th>1</th>
<th>10/26/2008</th>
<th>11/16/2008</th>
<th>$10.75 – $11.75 hour DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performing Arts Dance</td>
<td>Follow Spot Operator - Cabaret – Assist Classified Staff. For Fall 2008 Musical Theatre Dance Cabaret: Operate follow spot during technical rehearsals and performances. Assist with strike when closes.</td>
<td>2</td>
<td>11/21/2008</td>
<td>12/14/2008</td>
<td>$10.75 hour – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td>Dance Follow Spot Operator – Assist Classified Staff. For Fall 2008 Dance Concert: Operate follow spot during technical rehearsals and performances. Assist with strike when show closes.</td>
<td>2</td>
<td>10/26/2008</td>
<td>11/16/2008</td>
<td>$10.75 hour – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td>Light Board Operator – Assist Classified Staff. Operate light board during technical rehearsals and performances of Death Of A Salesman. Assist with strike when show closes.</td>
<td>1</td>
<td>09/26/2008</td>
<td>10/19/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
</tbody>
</table>

June 24, 2008
<p>| Performing Arts Theatre | <strong>House Manager</strong> – Assist Classified Staff. Buy and set up concessions for Fall 2008 productions. Troubleshoot 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 properly secured. May be required to purchase concessions cookies and supplies. Responsible for proper handling of concession monies. | 1 | 09/29/2008 | 12/21/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | <strong>Lighting Designer</strong> – Assist Classified Staff. Design lighting effects for <strong>Death of a Salesman</strong>. Set up lighting plot and help hang lighting instruments. Participate in strike when show ends. Attend production meetings. Interface with Director to determine design concept. | 1 | 08/04/2008 | 10/19/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | <strong>Set Designer</strong> – Assist Classified Staff. Design and assist with building of the set for <strong>Death of a Salesman</strong>. Participate in strike when show ends. Attend production meetings. Interface with Director to determine design concept. | 1 | 08/04/2008 | 10/19/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | <strong>Master Electrician</strong> – Assist Classified Staff. Rig lighting equipment for <strong>Death of A Salesman</strong>. Assist with strike when show closes. | 1 | 08/18/2008 | 10/19/2008 | $10.75 – $11.75 hour DOE |</p>
<table>
<thead>
<tr>
<th>Performing Arts Theatre</th>
<th><strong>Scenic Painter</strong>&lt;br&gt;Assist Classified Staff. Paint scenery for <em>Death of A Salesman</em>. Assist with strike when show closes.</th>
<th>1</th>
<th>09/02/2008</th>
<th>10/19/2008</th>
<th>$10.75 – $11.75 hour DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Properties Designer</strong>&lt;br&gt;Assist Classified Staff. Design, build, and procure all props for <em>Death of A Salesman</em>.&lt;br&gt;If necessary, manage distribution of props during performance.&lt;br&gt;Participate in strike when show ends. Attend production meetings.&lt;br&gt;Interface with Director to determine design concept.</td>
<td>1</td>
<td>08/18/2008</td>
<td>10/24/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Sound Designer</strong>&lt;br&gt;Assist Classified Staff.&lt;br&gt;Design sound effects for <em>Death of A Salesman</em>.&lt;br&gt;Participate in strike at shows end. Attend production meetings.&lt;br&gt;Interface with Director to determine design concept.</td>
<td>1</td>
<td>08/18/2008</td>
<td>10/19/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Sound Technician</strong>&lt;br&gt;Assist Classified Staff.&lt;br&gt;Operate sound effects during technical rehearsals and performances of <em>Death of A Salesman</em>. Assist with strike when show ends.</td>
<td>1</td>
<td>09/26/2008</td>
<td>10/19/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Stage Carpenter</strong>&lt;br&gt;Assist Classified Staff. Help build set for <em>Death of A Salesman</em>. Assist with strike when show closes.</td>
<td>1</td>
<td>08/18/2008</td>
<td>10/19/2008</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
</tbody>
</table>

June 24, 2008
| Performing Arts Theatre | **Stage Manager** – Assist Classified Staff. For **Death of A Salesman**, manage prompt book; call all technical cues during rehearsal and performances; be familiar with all stage blocking; be sure everyone is in place and on time. Coordinate with House Manager as to when lights/curtain go for beginning, intermission and end of show. Manage cast/crew during rehearsals and performances. Interface with Director to troubleshoot problems. Participate in strike when show ends. Attend production meetings and keep notes. Deliver production notes after each rehearsal/performance. | 2 | 08/11/2008 | 10/19/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Costume Designer** – Assist Classified Staff. Design Costumes for **Death of A Salesman**. 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 fit costumes properly to specific actors. Interface with Director to formulate design concept. | 1 | 08/04/2008 | 10/24/2008 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Costume Cutter/Stitcher**  
Assist Classified Staff.  
Cut/sew/alter costumes for **Death of A Salesman.**  
Assist with strike and proper storage of costumes when show ends. Assist with return of any borrowed/rented costumes. | 2 | 08/18/2008 | 10/19/2008 | $10.75 – $11.75 hour DOE |
|-------------------------|-------------------------------------------------------------------------------------------------|---|------------|----------------|----------------------------|
| Performing Arts Theatre | **Stage Crew** –  
Assist Classified Staff.  
Help set up and move scenery during technical rehearsals and performances of **Death of A Salesman.** 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 | 09/26/2008 | 10/19/2008 | $10.25 – $11.75 hour DOE |
| Performing Arts Theatre | **Wardrobe**  
**Mistress/Master** –  
Assist Classified Staff.  
Maintain costumes during the run of **Death of A Salesman.** Launder, mend as needs, 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. | 1 | 09/26/2008 | 10/24/2008 | $10.75 – $11.75 hour DOE |
| Physical Education | Athletic Study Hall Monitor – Assist Classified Staff. Will work under the supervision of the Athletic Academic Study Hall. Will assist students with tutoring, study tables, and other academic needs in coordination with existing Tutoring Center Coordinator. Will Provide periodic grade reports to Counselor, student and coach. Will function as the liaison between teachers, athletes, and their Counselors. Other duties as assigned by Athletic Academic Counselor or Athletic Director. | 1 | 8/18/2008 | 12/19/2008 | $15.00 hour |

**BACKGROUND:**

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

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

June 24, 2008
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees                              Date: June 24, 2008
From: Superintendent/President                     Item & File No. C.9.D
Subject: Budget Transfers – Month of May – FY 2007/08

Reason for Board Consideration: APPROVAL

Enclosure(s):
Budget Transfer Worksheet

BACKGROUND:

The accompanying transfer information includes one hundred and twelve budget transfers in May, totaling $174,248, from Unrestricted Funds. There were three budget transfers to Unrestricted Reserve for $2,733 to replenish funds used for equipment purchases.

There were seventy-six transfers in Restricted Funds for $228,084, in May. There were six budget transfers from Restricted Reserves for $100,271 to allocate and augment funds received from the State.

There were three budget transfers in Child Care Fund for $450, for supplies.

Net effect of transfers for the Month.

<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>61,626</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>(55,901)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td>7,831</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>(20,288)</td>
<td>450</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>(31,211)</td>
<td>(450)</td>
<td></td>
<td>232</td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>140,946</td>
<td></td>
<td></td>
<td></td>
<td>(232)</td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>(103,004)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9000 (General Ledger)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Includes contingency reserves, financial aid awards, and inter-fund transfers.

RECOMMENDATION:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000 OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,665</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,665</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1,144</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,144</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>285</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>285</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>205</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>205</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2,015</td>
<td>(2,015)</td>
<td>0</td>
<td>0</td>
<td>2,015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2,887</td>
<td>(2,887)</td>
<td>0</td>
<td>0</td>
<td>2,887</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>116</td>
<td>116</td>
<td>0</td>
<td>0</td>
<td>116</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>608</td>
<td>608</td>
<td>0</td>
<td>0</td>
<td>608</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>614</td>
<td>614</td>
<td>0</td>
<td>0</td>
<td>614</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>3,671</td>
<td>3,671</td>
<td>0</td>
<td>0</td>
<td>3,671</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>163</td>
<td>163</td>
<td>0</td>
<td>0</td>
<td>163</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>1,300</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>1,400</td>
<td>1,400</td>
<td>0</td>
<td>0</td>
<td>1,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>300</td>
<td>(300)</td>
<td>0</td>
<td>0</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>1,771</td>
<td>1,771</td>
<td>0</td>
<td>0</td>
<td>1,771</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>200</td>
<td>200</td>
<td>0</td>
<td>0</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>700</td>
<td>700</td>
<td>0</td>
<td>0</td>
<td>700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>121</td>
<td>121</td>
<td>0</td>
<td>0</td>
<td>121</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>550</td>
<td>(550)</td>
<td>0</td>
<td>0</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>708</td>
<td>(708)</td>
<td>0</td>
<td>0</td>
<td>708</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>100</td>
<td>(100)</td>
<td>0</td>
<td>0</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>550</td>
<td>550</td>
<td>0</td>
<td>0</td>
<td>550</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>1,200</td>
<td>1,200</td>
<td>0</td>
<td>0</td>
<td>1,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>1,262</td>
<td>1,262</td>
<td>0</td>
<td>0</td>
<td>1,262</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>0</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>1,500</td>
<td>(1,500)</td>
<td>0</td>
<td>0</td>
<td>1,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>270</td>
<td>270</td>
<td>0</td>
<td>0</td>
<td>270</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>43,648</td>
<td>43,648</td>
<td>0</td>
<td>0</td>
<td>43,648</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>400</td>
<td>400</td>
<td>0</td>
<td>0</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>230</td>
<td>230</td>
<td>0</td>
<td>0</td>
<td>230</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>129</td>
<td>129</td>
<td>0</td>
<td>0</td>
<td>129</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>580</td>
<td>580</td>
<td>0</td>
<td>0</td>
<td>580</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>162</td>
<td>162</td>
<td>0</td>
<td>0</td>
<td>162</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>165</td>
<td>165</td>
<td>0</td>
<td>0</td>
<td>165</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>580</td>
<td>580</td>
<td>0</td>
<td>0</td>
<td>580</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>381</td>
<td>(381)</td>
<td>0</td>
<td>0</td>
<td>381</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>468</td>
<td>468</td>
<td>0</td>
<td>0</td>
<td>468</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>238</td>
<td>(238)</td>
<td>0</td>
<td>0</td>
<td>238</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>443</td>
<td>443</td>
<td>0</td>
<td>0</td>
<td>443</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>10,289</td>
<td>10,289</td>
<td>0</td>
<td>0</td>
<td>10,289</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>530</td>
<td>530</td>
<td>0</td>
<td>0</td>
<td>530</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>591</td>
<td>(591)</td>
<td>0</td>
<td>0</td>
<td>591</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>782</td>
<td>782</td>
<td>0</td>
<td>0</td>
<td>782</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>1,010</td>
<td>1,010</td>
<td>0</td>
<td>0</td>
<td>1,010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>90</td>
<td>90</td>
<td>0</td>
<td>0</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>3,500</td>
<td>3,500</td>
<td>0</td>
<td>0</td>
<td>3,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>1,000</td>
<td>(1,000)</td>
<td>0</td>
<td>0</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>700</td>
<td>700</td>
<td>0</td>
<td>0</td>
<td>700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>19,000</td>
<td>19,000</td>
<td>0</td>
<td>0</td>
<td>19,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>86</td>
<td>(86)</td>
<td>0</td>
<td>0</td>
<td>86</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>500</td>
<td>(500)</td>
<td>0</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>1,619</td>
<td>1,619</td>
<td>0</td>
<td>0</td>
<td>1,619</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>858</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>148</td>
<td>(148)</td>
<td>0</td>
<td>0</td>
<td>148</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>3,000</td>
<td>(3,000)</td>
<td>0</td>
<td>0</td>
<td>3,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>235</td>
<td>235</td>
<td>0</td>
<td>0</td>
<td>235</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>5,000</td>
<td></td>
<td>0</td>
<td>0</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>320</td>
<td>(320)</td>
<td>0</td>
<td>0</td>
<td>320</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>2,439</td>
<td>2,439</td>
<td>0</td>
<td>0</td>
<td>2,439</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>300</td>
<td>300</td>
<td>0</td>
<td>0</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>660</td>
<td>(660)</td>
<td>0</td>
<td>0</td>
<td>660</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BT #</td>
<td>10000</td>
<td>20000</td>
<td>30000</td>
<td>40000</td>
<td>50000</td>
<td>60000</td>
<td>70000 OTHER</td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------------</td>
</tr>
<tr>
<td>68</td>
<td>1,350</td>
<td></td>
<td></td>
<td>1,350</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>69</td>
<td>626</td>
<td></td>
<td></td>
<td>431</td>
<td>0</td>
<td>431</td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>1627</td>
<td></td>
<td></td>
<td>12</td>
<td>0</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>1829</td>
<td></td>
<td></td>
<td>154</td>
<td>0</td>
<td>154</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>1832</td>
<td></td>
<td></td>
<td>58</td>
<td>0</td>
<td>58</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>1833</td>
<td></td>
<td></td>
<td>8</td>
<td>0</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>1834</td>
<td></td>
<td></td>
<td>500</td>
<td>0</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>1835</td>
<td></td>
<td></td>
<td>(500)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>1836</td>
<td></td>
<td></td>
<td>200</td>
<td>0</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>77</td>
<td>1837</td>
<td></td>
<td></td>
<td>1,113</td>
<td>0</td>
<td>1,113</td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>1838</td>
<td></td>
<td></td>
<td>(883)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>1842</td>
<td></td>
<td></td>
<td>(450)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>1843</td>
<td></td>
<td></td>
<td>(130)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>81</td>
<td>1846</td>
<td></td>
<td></td>
<td>68</td>
<td>0</td>
<td>68</td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>1851</td>
<td></td>
<td></td>
<td>470</td>
<td>0</td>
<td>470</td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>1852</td>
<td></td>
<td></td>
<td>134</td>
<td>0</td>
<td>134</td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>1853</td>
<td></td>
<td></td>
<td>(100)</td>
<td>0</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>1854</td>
<td></td>
<td></td>
<td>134</td>
<td>0</td>
<td>134</td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>1855</td>
<td></td>
<td></td>
<td>(100)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>1856</td>
<td></td>
<td></td>
<td>(65)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>1857</td>
<td></td>
<td></td>
<td>30</td>
<td>0</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>89</td>
<td>1859</td>
<td></td>
<td></td>
<td>(80)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>1871</td>
<td></td>
<td></td>
<td>1,282</td>
<td>0</td>
<td>1,282</td>
<td></td>
</tr>
<tr>
<td>91</td>
<td>1880</td>
<td></td>
<td></td>
<td>16,000</td>
<td>0</td>
<td>16,000</td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>1881</td>
<td></td>
<td></td>
<td>8</td>
<td>0</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>93</td>
<td>1883</td>
<td></td>
<td></td>
<td>37</td>
<td>0</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>94</td>
<td>1887</td>
<td></td>
<td></td>
<td>5,000</td>
<td>0</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>95</td>
<td>1890</td>
<td></td>
<td></td>
<td>1,150</td>
<td>0</td>
<td>1,150</td>
<td></td>
</tr>
<tr>
<td>96</td>
<td>1910</td>
<td></td>
<td></td>
<td>520</td>
<td>0</td>
<td>520</td>
<td></td>
</tr>
<tr>
<td>97</td>
<td>1914</td>
<td></td>
<td></td>
<td>736</td>
<td>0</td>
<td>736</td>
<td></td>
</tr>
<tr>
<td>98</td>
<td>1916</td>
<td></td>
<td></td>
<td>(736)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>99</td>
<td>1923</td>
<td></td>
<td></td>
<td>40</td>
<td>0</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>1924</td>
<td></td>
<td></td>
<td>2,358</td>
<td>0</td>
<td>2,358</td>
<td></td>
</tr>
<tr>
<td>101</td>
<td>1956</td>
<td></td>
<td></td>
<td>1,267</td>
<td>0</td>
<td>1,267</td>
<td></td>
</tr>
<tr>
<td>102</td>
<td>1957</td>
<td></td>
<td></td>
<td>(336)</td>
<td>0</td>
<td>336</td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>1985</td>
<td></td>
<td></td>
<td>1,600</td>
<td>0</td>
<td>1,600</td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>1986</td>
<td></td>
<td></td>
<td>(336)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>105</td>
<td>1987</td>
<td></td>
<td></td>
<td>338</td>
<td>0</td>
<td>338</td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>1988</td>
<td></td>
<td></td>
<td>200</td>
<td>0</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>1989</td>
<td></td>
<td></td>
<td>50</td>
<td>0</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>108</td>
<td>1990</td>
<td></td>
<td></td>
<td>388</td>
<td>0</td>
<td>388</td>
<td></td>
</tr>
<tr>
<td>109</td>
<td>1992</td>
<td></td>
<td></td>
<td>1,500</td>
<td>0</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>110</td>
<td>1993</td>
<td></td>
<td></td>
<td>1,500</td>
<td>0</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>111</td>
<td>1994</td>
<td></td>
<td></td>
<td>5,145</td>
<td>0</td>
<td>5,145</td>
<td></td>
</tr>
<tr>
<td>112</td>
<td>1995</td>
<td></td>
<td></td>
<td>1,130</td>
<td>0</td>
<td>1,130</td>
<td></td>
</tr>
<tr>
<td>113</td>
<td>1996</td>
<td></td>
<td></td>
<td>(1,033)</td>
<td>0</td>
<td>1,033</td>
<td></td>
</tr>
<tr>
<td>114</td>
<td>1996</td>
<td></td>
<td></td>
<td>(1,033)</td>
<td>0</td>
<td>1,033</td>
<td></td>
</tr>
<tr>
<td>115</td>
<td>1812</td>
<td></td>
<td></td>
<td>312</td>
<td>0</td>
<td>312</td>
<td></td>
</tr>
<tr>
<td>116</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>117</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### RESTRICTED FUND

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>232</td>
</tr>
<tr>
<td>2</td>
<td>2,000</td>
</tr>
<tr>
<td>3</td>
<td>2,887</td>
</tr>
<tr>
<td>4</td>
<td>6,380</td>
</tr>
<tr>
<td>5</td>
<td>500</td>
</tr>
<tr>
<td>6</td>
<td>13,549</td>
</tr>
<tr>
<td>7</td>
<td>385</td>
</tr>
<tr>
<td>8</td>
<td>6,190</td>
</tr>
<tr>
<td>9</td>
<td>299</td>
</tr>
<tr>
<td>10</td>
<td>8,900</td>
</tr>
<tr>
<td>11</td>
<td>574</td>
</tr>
<tr>
<td>12</td>
<td>(1,810)</td>
</tr>
<tr>
<td>13</td>
<td>(3,000)</td>
</tr>
<tr>
<td>14</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>

(2,732.54)  
176,980.57  
174,248.03

---

174
<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
<th>TOTAL GENERAL FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>1569</td>
<td>45,072</td>
<td>8,128</td>
<td>9,542</td>
<td>1,000</td>
<td>13,103</td>
<td>3,842</td>
<td>(80,687)</td>
<td>80,687</td>
</tr>
<tr>
<td>18</td>
<td>1580</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>129</td>
</tr>
<tr>
<td>19</td>
<td>1594</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>20</td>
<td>1597</td>
<td>46,569</td>
<td>(56,434)</td>
<td>9,542</td>
<td>1,000</td>
<td>13,103</td>
<td>3,842</td>
<td>(80,687)</td>
<td>80,687</td>
</tr>
<tr>
<td>21</td>
<td>1603</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,000</td>
</tr>
<tr>
<td>22</td>
<td>1605</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>23</td>
<td>1606</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,000</td>
</tr>
<tr>
<td>24</td>
<td>1607</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>25</td>
<td>1610</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,616</td>
</tr>
<tr>
<td>26</td>
<td>1611</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>27</td>
<td>1612</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>950</td>
</tr>
<tr>
<td>28</td>
<td>1613</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>46</td>
</tr>
<tr>
<td>29</td>
<td>1614</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>62</td>
</tr>
<tr>
<td>30</td>
<td>1615</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>31</td>
<td>1616</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,180</td>
</tr>
<tr>
<td>32</td>
<td>1617</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,500</td>
</tr>
<tr>
<td>33</td>
<td>1618</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>34</td>
<td>1622</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,755</td>
</tr>
<tr>
<td>35</td>
<td>1624</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>36</td>
<td>1645</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>37</td>
<td>1650</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>38</td>
<td>1669</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>39</td>
<td>1672</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>40</td>
<td>1673</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>41</td>
<td>1674</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>42</td>
<td>1675</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>43</td>
<td>1682</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>44</td>
<td>1684</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>45</td>
<td>1685</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>46</td>
<td>1687</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>47</td>
<td>1690</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>48</td>
<td>1691</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>49</td>
<td>1692</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>50</td>
<td>1693</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>51</td>
<td>1694</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>52</td>
<td>1695</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>53</td>
<td>1698</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>54</td>
<td>1700</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>55</td>
<td>1708</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>56</td>
<td>1709</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>57</td>
<td>1711</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>58</td>
<td>1712</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>59</td>
<td>1713</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>60</td>
<td>1721</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>61</td>
<td>1726</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>62</td>
<td>1727</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>63</td>
<td>1753</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>64</td>
<td>1761</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>65</td>
<td>1763</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>66</td>
<td>1764</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>67</td>
<td>1767</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>1768</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>69</td>
<td>1771</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>70</td>
<td>1773</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>71</td>
<td>1774</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>72</td>
<td>1775</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>73</td>
<td>1781</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>74</td>
<td>1782</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>75</td>
<td>1790</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>76</td>
<td>1793</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>77</td>
<td>1803</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>78</td>
<td>1804</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>79</td>
<td>1805</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>80</td>
<td>1806</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>81</td>
<td>1807</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>82</td>
<td>1809</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>83</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>84</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

TOTAL GENERAL FUND

(100,271)
<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>61,625.80</td>
<td>7,831.00</td>
<td>140,946.43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Child Care Fund**

1. 1524 350.00 (350.00) 0 350
2. 1619 50.00 (50.00) 0 50
3. 1762 50.00 (50.00) 0 50

**Measure C**

1. 0 0
2. 0 0
3. 0 0
4. 0 0
5. 0 0

**TOTAL ALL FUND 61,625.80 7,831.00 140,946.43 0 0 0**

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**

- 0
- 1445 (27,350) 27,350 0
- 1446 (4,300) 4,300 0
- 1448 (3,075) 3,075 0
- 1449 (15,000) 15,000 0
- 1450 (30,000) 30,000 0
- 1452 (4,850) 4,850 0
- 1586 (13,514) 13,514 0
- 1581 (9,700) 9,700 0
- 1715 (17,000) 17,000 0
- 0
- 0
- 0

- 13,513.50 111,275.00

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

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>June 24, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.9.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Warrant Approval for Month of May 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Warrant Listing</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

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

For the period 05/06/2008 through 05/27/2008, warrants and 76430-77029, were issued in the total amount of $2,817,819.

**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:       June 24, 2008

TO:         Members of the Board of Trustees

SUBJECT:    Payment for Goods and/or Services

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 76430-77029 in the amount of $2,817,819 for all funds for the period 05/06/2008 through 05/27/2008 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $1,056,016 of the above amount. Includes payroll, through April 30, 2008.

President or Designee

EXPENDITURE SUMMARY
2007/2008
General Fund – All Programs
Period Ending 05/31/2008

<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>20,919,451</td>
<td>0</td>
<td>16,908,441</td>
<td>4,011,010</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>10,899,923</td>
<td>0</td>
<td>8,710,583</td>
<td>2,189,340</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,136,883</td>
<td>0</td>
<td>8,601,392</td>
<td>1,535,491</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,428,111</td>
<td>148,285</td>
<td>710,301</td>
<td>569,525</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>7,760,252</td>
<td>379,138</td>
<td>4,359,912</td>
<td>3,021,202</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,392,066</td>
<td>303,333</td>
<td>566,254</td>
<td>522,480</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,197,163</td>
<td>0</td>
<td>1,634,787</td>
<td>2,562,376</td>
</tr>
<tr>
<td>Total</td>
<td>56,733,849</td>
<td>830,755</td>
<td>41,491,669</td>
<td>14,411,424</td>
</tr>
</tbody>
</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
** Includes financial aid awards and inter-fund transfers.
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>June 24, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.9.F</td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td>APPROVAL</td>
<td></td>
<td>List of Equipment</td>
<td></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 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 declare the items described on the attached 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 feels is appropriate.

Administrator Initiating Item

Albert J. Harrison II, Vice President of College Operations
<table>
<thead>
<tr>
<th>Quan.</th>
<th>Campus Location</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KTD</td>
<td>FA Patio</td>
<td>Alpine Gas Fired Ceramic Kilm</td>
<td>HF 60 - 225</td>
<td>30+ yrs</td>
<td>Non-functioning</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>FA Patio</td>
<td>Alpine Gas Fired Ceramic Kilm</td>
<td>HF 60 - 448</td>
<td>30 + yrs</td>
<td>Non-functioning</td>
</tr>
</tbody>
</table>
## Attachment for Request for Disposal of Equipment, dated 5/29/08, from Science Center Computer Lab

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Model #</th>
<th>Inventory #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>T538-5NB</td>
<td>n/a</td>
<td>Impact Printer Ribbons, black, for Apple ImageWriter LQ, C.Itoh C715 Reliant, or Facit B3150 &amp; B3350</td>
</tr>
<tr>
<td>2</td>
<td>KDS VS7XP</td>
<td>6819, 6825</td>
<td>working CRTs</td>
</tr>
<tr>
<td>1</td>
<td>KDS Avitron</td>
<td>6796</td>
<td>working CRT</td>
</tr>
<tr>
<td>6</td>
<td>Gateway 2000</td>
<td>6841, 6843, 6845, 6863, 6873, 6877</td>
<td>working CRTs</td>
</tr>
<tr>
<td>2</td>
<td>Gateway VX700</td>
<td>6849, 6792</td>
<td>working CRTs</td>
</tr>
<tr>
<td>3</td>
<td>Gateway EV700</td>
<td>6859, 6865, 6788</td>
<td>working CRTs</td>
</tr>
<tr>
<td>1</td>
<td>Hitachi CM811</td>
<td>6837</td>
<td>working CRT</td>
</tr>
<tr>
<td>5</td>
<td>Gateway VX700</td>
<td>6813, 6839, 6851, 6853, 6855</td>
<td>broken CRTs</td>
</tr>
<tr>
<td>1</td>
<td>KDS Avitron</td>
<td>6807</td>
<td>broken CRT</td>
</tr>
<tr>
<td>2</td>
<td>KDS VS</td>
<td>6619, unk</td>
<td>broken CRTs</td>
</tr>
<tr>
<td>1</td>
<td>Super</td>
<td>6876</td>
<td>CPU tower, 3 HD, Server 2000, 2 P3s</td>
</tr>
<tr>
<td>1</td>
<td>Gateway</td>
<td>6872</td>
<td>CPU tower, HD, Pentium Pro</td>
</tr>
<tr>
<td>1</td>
<td>Compaq Proliant</td>
<td>6870</td>
<td>CPU tower, unk</td>
</tr>
<tr>
<td>1</td>
<td>Cyber Power 150AVR</td>
<td>6875</td>
<td>UPS (battery backup)</td>
</tr>
<tr>
<td>1</td>
<td>SOLA</td>
<td>6874</td>
<td>UPS</td>
</tr>
<tr>
<td>1</td>
<td>keyboard</td>
<td>unk</td>
<td>with PS/2 plug</td>
</tr>
<tr>
<td>1</td>
<td>Panasonic KXFP85</td>
<td>6885</td>
<td>phone fax-broken</td>
</tr>
<tr>
<td>2</td>
<td>unk</td>
<td>n/a</td>
<td>CD drives-broken</td>
</tr>
</tbody>
</table>
# Board Agenda Item

**To:** Board of Trustees  
**From:** Superintendent/President  
**Subject:** Retainer Agreement with School & College Legal Services  
**Date:** June 24, 2008  
**Item & File No.:** C.9.G  

<table>
<thead>
<tr>
<th>Reason for Board Consideration:</th>
<th>APPROVAL</th>
<th>Enclosure(s):</th>
<th>Agreement &amp; Fee Schedule</th>
</tr>
</thead>
</table>

## Background:

The College has contracted for legal services with School & College Legal Services since 1991. School & College Legal Services has sent the attached Retainer Agreement with an effective date of July 1, 2008. The retainer agreement is on-going for up to four years. In an effort to contain costs for clients, the rates for 2008/09 remain the same as 2007/08.

For the past several years, the District has purchased 145 retainer hours. Last year, the district purchased additional hours for a total of 385 hours. It is anticipated that 145 hours will be appropriate for 2008/09.

The cost for 145 retainer hours for 2008/09 is $26,825.

## Recommendation:

The Superintendent/President recommends that the Board of Trustees approve the attached Agreement with School and College Legal Services and authorize the purchase of 145 retainer hours for 2008/09 for $26,825.
RETAINER AGREEMENT

BETWEEN

THE MARIN COMMUNITY COLLEGE DISTRICT

AND

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

The MARIN COMMUNITY COLLEGE DISTRICT (DISTRICT) and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (a legal service program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.) (COUNSEL), mutually agree as follows:

I. RECITALS

This agreement, effective July 1, 2008, is entered into by and between the MARIN COMMUNITY COLLEGE DISTRICT and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA, a legal services program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.

COUNSEL has the background, experience, and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this agreement.
II.
WORK TO BE PERFORMED

COUNSEL shall provide legal and labor relations services as requested by the DISTRICT.

COUNSEL shall have the right to retain court reporters, professional experts, and other independent contractors as appropriate and to recommend to DISTRICT the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of COUNSEL, specialized legal services and expertise. In the event DISTRICT fails to approve the employment of such outside counsel, legal counsel reserves the right to terminate its representation of DISTRICT on the specific case or matter involved.

COUNSEL shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards.

III.
COMPENSATION

The DISTRICT shall compensate COUNSEL for all time spent on DISTRICT’s work, including necessary travel time, at the rates specified in the attached Fee Schedule. Such rates may be changed by COUNSEL no earlier than July 1, 2009, provided, however, that COUNSEL shall first give DISTRICT at least thirty (30) days advance written notice of such change.

Time will be accounted for in an initial minimum increment of .2 hour per entry (i.e., 12-minute minimum). This reflects the time it takes to respond to and record the
nature of short-term assignments. After the initial minimum of .2, all assignments will be recorded in increments of one-tenth of an hour.

IV.
TERM OF AGREEMENT

This agreement, effective July 1, 2008, is ongoing for up to four years and may be modified by mutual written agreement of the parties. This agreement may be terminated by either party at any time upon thirty (30) days written notice.

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

By: ________________________________ Dated 5-27-08
Margaret M. Merchat
Interim General Counsel

MARIN COMMUNITY COLLEGE DISTRICT

By: ________________________________ Dated: __________________
Superintendent or Designee

[NOTE: You must also designate the retainer amount and sign the attached fee schedule.]
SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
CONTRACT FEE SCHEDULE

Effective July 1, 2008

<table>
<thead>
<tr>
<th>Attorney Retainer Hours of Attorney Service</th>
<th>Retainer *</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>$ 5,550.00</td>
</tr>
<tr>
<td>60</td>
<td>11,100.00</td>
</tr>
<tr>
<td>120</td>
<td>22,200.00</td>
</tr>
<tr>
<td>180</td>
<td>33,300.00</td>
</tr>
<tr>
<td>200</td>
<td>37,000.00</td>
</tr>
<tr>
<td>300</td>
<td>55,500.00</td>
</tr>
</tbody>
</table>

Districts that wish to contract for a lesser or greater number of hours than that set forth above may do so by calculating a retainer based on the $185.00 per hour rate and making that change in the fee schedule. Minimum level is 12 hours.

Included within the retainer fee are all of the workshops, newsletters, legislative reports, and all other work we do for all clients. We do, however, charge a fee not to exceed the actual costs for facilities, meals and copy fees for materials provided at workshops.

The retainer amounts set forth above are based on a rate of $185.00 per hour for all attorney time. Retainer work done by a paralegal/paraprofessional will be billed at $100.00 per hour and work done by a law clerk will be billed at $80 per hour and both will count against the retainer.

No additional fee is charged for meals or lodging while traveling to or from your district. No additional fee for secretarial time, nor for the cost of photocopies, telephone calls, or "facsimile" transmissions to or from your district. No postage charges for regular mail, no "administrative fee," and no on-line research costs. Set fees may be charged for formed contracts and bid documents.

Mandated costs services are based on a rate of $185.00 per hour and do not count against the retainer, unless you specifically indicate that it be included.

Litigation services are based on a rate of $195.00 per hour and also do not count against the retainer.

* Please designate on next page.
SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE
Effective July 1, 2008

Retainer Contract Clients

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Attorneys/Bargaining Specialist</td>
<td>$185.00 per hour</td>
</tr>
<tr>
<td>Excess Hours over Retainer</td>
<td>$195.00 per hour</td>
</tr>
<tr>
<td>Litigation</td>
<td>$195.00 per hour</td>
</tr>
<tr>
<td>Mandated Services</td>
<td>$185.00 per hour</td>
</tr>
<tr>
<td>Paralegal/Paraprofessional</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Law Clerk</td>
<td>$ 80.00 per hour</td>
</tr>
</tbody>
</table>

Billable Contract Clients

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Attorneys/Bargaining Specialist</td>
<td>$205.00 per hour</td>
</tr>
<tr>
<td>Litigation</td>
<td>$205.00 per hour</td>
</tr>
<tr>
<td>Paralegal/Paraprofessional</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Law Clerk</td>
<td>$ 80.00 per hour</td>
</tr>
</tbody>
</table>

SELECTION OF RETAINER AMOUNT
Effective July 1, 2008

The MARIN COMMUNITY COLLEGE DISTRICT hereby selects the following annual retainer amount effective July 1, 2008: $___________ for ____________ hours of service.

☐ I want mandated services charged against this amount.

☐ I do not want mandated services charged against this amount and instead want to be separately billed for such services.

A purchase order, check or warrant for this amount is enclosed or will be delivered to SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA within 30 days of the date this agreement is signed by the District representative.

By: _______________________________
Superintendent or Designee

Date: ________________
### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>June 24, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.9.H</td>
</tr>
<tr>
<td>Subject:</td>
<td>2010 – 2014 Five Year Construction Plan</td>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>CONSENT APPROVAL</td>
<td>Portions of 5-Year Plan 2010-2014</td>
<td></td>
</tr>
</tbody>
</table>

### BACKGROUND:

The District is required to submit to the State Chancellor’s Office a five-year Construction Plan for continuing projects, and for projects that would be first considered for funding in 2010-2011. The Board, in turn, is required to approve the submission, with a promise to fulfill the list of project terms and conditions.

The District has no currently funded capital outlay projects pending, and is submitting with this plan no new Initial Project Proposal or Final Project Proposal for State funding. A Final Project Proposal for the Gateway Complex in Kentfield, submitted in 2007, has received preliminary approval and is awaiting funding from a future State funding bond. An Initial Project Proposal for the Child Development Center in Kentfield, also submitted in 2007, has not been carried forward due to lack of local resources.

The Board is asked at this time to approve the submission of the five-year Construction Plan. The signature page and summary project list for five-year Construction Plan are attached herein; the entire five-year plan will be available for Board review upon request.

### FISCAL IMPACT:

None at this time.

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve submittal of the 2010-2014 Five-Year Construction Plan.
2010-14 FIVE YEAR CONSTRUCTION PLAN
(2010-11 FIRST FUNDING YEAR)

Marin CCD

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed

Frances L. White 6/4/08
(Chief Executive Officer)

Title Superintendent/President

Date 6/4/2008

Contact Person Al Harrison

Telephone (415) 457-8811

Date Received at
Chancellor's Office

Chancellor's Office
reviewed by

Notice of Approval
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Reconstruct PE and Pool</td>
<td>NonState</td>
<td>4,198</td>
<td>22,048,172</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>2</td>
<td>Pomo 1/2 - TransTech Complex</td>
<td>NonState</td>
<td>32,031</td>
<td>12,810,249</td>
<td>Indian Valley Campus</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>3</td>
<td>Reconstruct Academic Building</td>
<td>NonState</td>
<td>21,112</td>
<td>21,512,801</td>
<td>Indian Valley Campus</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>4</td>
<td>New Science/Math with Central Plant</td>
<td>NonState</td>
<td>3,055</td>
<td>668,066,938</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>5</td>
<td>Fine Arts Replacement</td>
<td>NonState</td>
<td>40,242</td>
<td>18,999,287</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>6</td>
<td>Performing Arts Reconstruction</td>
<td>NonState</td>
<td>35,270</td>
<td>16,856,377</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>7</td>
<td>Reconstruction of Plant and Infrastructure</td>
<td>NonState</td>
<td>12,811</td>
<td>31,511,000</td>
<td>Indian Valley Campus</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
<tr>
<td>8</td>
<td>Academic Gateway Building</td>
<td>NonState</td>
<td>7,500</td>
<td>3,495,000</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
<td>College Of Marin</td>
</tr>
</tbody>
</table>
BACKGROUND:

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

This MOU is between the Board of Trustees, College of Marin and San Mateo Community College District. (“Dominican”). The “MOU” is for the purpose of launching a Solar Technician Training Program at the District’s Indian Valley Campus.

The funds provided to College of Marin ($20,000) will pay for the cost of instruction and the class materials for one session in the Fall semester. The second session – anticipated in the Spring or Summer session will be supported under the unit allocation for the Workforce Programs. The class set of materials purchased by the grant are materials that can be used for all subsequent classes offered by College of Marin. It is anticipated that through this collaboration, the College of Marin will benefit significantly from the participation of all the local employers and community organizations committed to workforce and economic development.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees review.
BACKGROUND:

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

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

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees review.

Administrator Initiating Item  Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
MEMORANDUM OF UNDERSTANDING – MARIN SIMULATION CENTER

This Memorandum of Understanding ("MOU") is dated for identification purposes as of the June 9, 2008 and is entered into by and between the Marin Community College District ("the District") and Kaiser Foundation Hospitals, a California nonprofit public benefit corporation ("Kaiser").

RECITALS

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

B. Recognizing the need to develop a local response to the foregoing figures, the parties to this MOU wish to collaborate together and with other governmental and nonprofit, charitable, educational and healthcare institutions to establish and maintain a state-of-the-art emergency simulation facility to provide training opportunities to healthcare students and researchers and emergency workers.

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

D. The Marin Simulation Center will be established and maintained by the District, Dominican University of California, Kaiser, Sonoma State University, Marin General Hospital, and Novato Community Hospital (all are collectively referred to herein as "Participants").

I. OBLIGATIONS OF THE DISTRICT

A. For purposes of conducting clinical simulation activities and other activities reasonably related thereto, for each year during the term of this MOU and any and all extensions hereto, the District shall provide to Kaiser and its personnel, invitees and licensees access to the portion of the District’s Indian Valley Campus (1800 Ignacio Blvd., Novato, CA) typically know as “the Pomo Cluster – Rooms 180, 186, 188”. Said access shall be provided equally to each of the Participants on a first come, first served basis, but with each party hereto having the opportunity to access the Pomo Cluster not less than 1/5 of the available access time. The allocation to Participants will be reviewed regularly by the Participants to assure equitable access. Any disputes regarding allocation of Participant access to the Pomo Cluster shall be resolved by a majority vote of the Coordinating Council.
B. District shall provide Kaiser with office space in Rooms 101 and 102 of Building 6 of the Indian Valley Campus to be shared with other Simulation Center Staff. District shall ensure that the office space allocated to Kaiser is sufficient, and is sufficiently furnished and equipped (with telephones, computers and office supplies), to support the activities of the Simulation Center Manager and Faculty, consistent with their job descriptions.

C. In connection with the access described in Section I(A), District shall provide guest parking permits for the Indian Valley campus to the Simulation Center Manager and Faculty as provided in this MOU and subject to all District parking policies and regulations.

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

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

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

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

H. District shall assist the Simulation Center Manager in preparing quarterly reports to all Participants.

II. OBLIGATIONS OF KAISER

A. At its sole expense, Kaiser shall provide an employee or employees to fill one fulltime equivalent (FTE) position entitled “Simulation Center Mgr./Asst. Mgr. RN/Services Unit,” (“Simulation Center Manager”) all as more specifically described in the “Job Description for Simulation Center Mgr./Asst. Mgr. RN/Services Unit,” and Kaiser shall supervise the staff in the Simulation Center Manager position.

B. At its sole expense, Kaiser shall provide an employee or employees to fill one fulltime equivalent (FTE) position entitled “Simulation Faculty Nurse” (“Faculty”) all as more specifically described in the “Job Description for Simulation Faculty Nurse,” made fully a part hereof, and Kaiser shall supervise the staff in the Faculty position.
C. At its sole expense, Kaiser shall provide no less than ten hours per year of appropriate management and leadership training to the Simulation Center Manager.

D. Kaiser shall provide Simulation Center Manager and Faculty with support in the form of personal computer, education/training, travel and personal office supplies as required for the duties of the position.

E. Kaiser shall review this MOU annually and shall make reasonable commercial efforts to renew its commitment to provide, at its expense, employees to fill the Simulation Center Manager and Faculty positions.

F. The Kaiser shall identify an individual (or individuals, if representation is increased pursuant to Article III, Section H) to represent Kaiser on the Participants Coordinating Council. The Participants Coordinating Council will provide input and oversight and participate in all decisions concerning the Marin Simulation Center, including, staffing, budget, scheduling, and the curricular program.

G. Kaiser shall provide reasonable and timely assistance to the Simulation Center Manager in preparing quarterly reports to all Participants.

H. In all documents and materials announcing Marin Simulation Center events (including trainings) at the Indian Valley Campus, Kaiser shall recognize the District by adding language as follows: “In cooperation with the College of Marin...” The parties acknowledge, however, that occasional failure to include the aforementioned language in training announcements shall not constitute a material breach of this Agreement.

III. GENERAL PROVISIONS

A. During the term of this MOU, Kaiser and the District shall each provide comprehensive general public liability and property damage coverage, or equivalent programs of self-insurance, with minimum limits of $3 million, combined single limit. Each party shall name the other as additional insured, or additional covered party if self-insured, on all said insurance policies carried by each for the life of this MOU and shall annually furnish the other with written proof of said coverage. Each party shall be given a copy of the other party's applicable insurance policy and notice of cancellation thirty (30) days prior to cancellation.

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

C. The Marin Simulation Center shall be used by Kaiser only for activities consistent with furthering Kaiser’s charitable healthcare purposes and in support of the community’s benefit, including support of clinical education and medical training. Kaiser shall not assign any portion of this MOU without the District’s written
consent. All other uses of the Marin Simulation Center, either by Kaiser or the District, or any other Participant, shall be agreed to in advance by the parties in writing.

D. The term of this MOU shall commence upon the date first set forth herein and shall have an initial term of one year, renewing thereafter for consecutive one year terms, unless terminated in accordance with the terms and conditions of this MOU.

E. Either party may terminate this MOU at any time upon sixty (60) days written notice to the other party.

F. Either party may terminate this MOU upon a material breach by the other party of its obligations hereunder, provided, however, that a party shall not be in material breach of this MOU unless and until the following shall first occur:

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

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

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

G. Except where the District terminates this MOU as a result of Kaiser's material breach, if the District terminates Kaiser's right to use the Marin Simulation Center prior to the expiration of the initial term or any extension term, the District shall reimburse Kaiser for the value of the improvements made by Kaiser at the Marin Simulation Center MOU. Upon any termination of this Agreement, Kaiser, at its sole discretion, may elect either to have the District return (at Kaiser's expense), or may donate to the District, any improvements, equipment or supplies provided by Kaiser in connection with the Marin Simulation Center's activities. Failure to obtain funding sufficient to operate the Marin Simulation Center materially as contemplated by the Participants will result in termination of this MOU upon exhaustion of all best efforts to obtain such funding.

H. The Participants Coordinating Council shall consist of one representative from each of the following Participants: the District, Dominican University of California, Kaiser, Sonoma State University, Marin General Hospital, and Novato Community Hospital. If the number of representatives on the Participants Coordinating Council increases, Kaiser shall have the right to appoint such additional representatives as necessary to equal the largest number of representatives appointed by any other Participant.
I. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing in this MOU, expressed or implied, is intended to confer upon any person other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this MOU.

J. Kaiser expressly retains and shall own all right, title and interest in and to any intellectual property of Kaiser, including software, copyrights, methods, plans, procedures, trademarks, service marks, trade names, trade dress and all other names, logos and slogans embodying business or product goodwill of Kaiser, including all Kaiser registrations or applications therefor, used by Kaiser or any other parties in relation to operations at the Marin Simulation Center.

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

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

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

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

O. Any notice required to be given pursuant to this MOU shall be given in writing to the other party either personally or by depositing the same in the United States mail, by first class mail, registered or certified, postage pre-paid, addressed to the party at the addresses set below:

Albert Harrison  
Vice President of College Operations  
Marin Community College District  
835 College Avenue  
Kentfield, CA 94901

M. Jill Magri  
Chief Operating Officer  
Kaiser Foundation Hospital of San Rafael  
99 Montecillo Road  
San Rafael, CA 94903
Any notice delivered by mail shall be deemed delivered five (5) days after the date of deposit in the mail. The address at which any notices to be delivered may be changed by either party by compliance with terms of this paragraph.

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

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
Executed the day, month and year first above written.

MARIN COMMUNITY COLLEGE DISTRICT

By: ____________________________

Dr. Frances White, Superintendent/President

MARIN COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

By: ____________________________

Carole Hayashino, President of the Board of Trustees

KAISER FOUNDATION HOSPITALS

By: ____________________________

M. Jill Magri

Chief Operating Officer,

Kaiser Foundation Hospital of San Rafael
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: 2008-09 Tentative Budget
Reason for Board Consideration: APPROVAL
Enclosure(s): Tentative Budget

Date: June 24, 2008
Item & File No.: C.10.C

BACKGROUND

The enclosed Tentative Budget is the first formal step of the District’s budgeting process for 2008-09. The State of California requires that the District’s Board of Trustees adopt a budget no later than July 1 of each year, the start of the new fiscal year. The Tentative Budget provides an interim financial plan, within which the District operates until the board approves a final budget typically approved late in August of each year.

The Tentative Budget is based on estimates in two crucial areas. First, the previous fiscal year’s business has not ended, so we are projecting information for the 2008-09 Tentative Budget based on an estimate of financial results for 2007-08. Second, the Tentative Budget forecasts revenues and expenses for 2008-09. The District’s primary revenue source is property tax, but this revenue is an estimate until the secured roll is assembled sometime in July. The secondary revenue source is the State, and until the legislators approve and the governor signs a State budget, major reductions in funding may yet occur. Expense forecasting is easier, because the bulk of the District’s expenses are program-based and salary-driven.

Staff will make a summary presentation and answer questions.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the attached 2008-09 Tentative Budget.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
BOARD AGENDA ITEM

To:      Board of Trustees                Date:       June 24, 2008
From:    Superintendent/President        Item & File No.  C.10.D.1.a
Subject: Austin Science Center Roof Repairs Project (850E)
         Notice of Completion – American Services Co., Inc.
Reason for Board Consideration:         Enclosure(s):
                                         Notice of Completion

ACTION APPROVAL

BACKGROUND:

On October 9, 2007 the Board awarded a construction contract to American Services Co., Inc. to repair the Austin Science Center Roof (Project 850E). At this time the District gives notice and certifies that:

- The project has been inspected and that it complies with the plans and specifications;
- That the contractor has completed the work;
- That the contract is accepted as complete; and
- That a Notice of Completion (attached) is ready to be filed.

FISCAL IMPACT:

None. This project is substantially complete and all change orders have been previously approved by the Board of Trustees and processed. The total amount of this contract to date is $224,492, including 9% in change orders, as follows:

- Original Contract  $ 207,454
- Change Order # 1 ($ 3,224)
- Change Order # 2  $ 20,262
- Change Order # 3  $ 0

Total Contract  $ 224,492

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Notice of Completion 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
Notice of Completion  
(In pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

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

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

NAMES  ADDRESS

6. Work of modernization on the property hereinafter described was completed on: June 5, 2008
7. The Project Name & Number are: 850E Austin Science Center Roof Repairs
8. The contractor for such work of modernization is American Services Co.
9. The name of the contractor’s Surety Co is Western Surety Co.
10. The date of contract between the contractor and the above owner is October 9, 2007
11. The street address of said property is 835 College Ave.
12. The property on which said work of modernization was completed is in the Town of Kentfield, County of Marin, State of California, and is described as follows: Austin Science Center

Date

Signature of Owner
Marin Community College District

Verification

I, undersigned, say:

I am ________________________________

("President," "Owner," "Manager," etc.)

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

I declare under penalty of perjury that the foregoing is correct and true.

Executed on ________________________, at ________________________, California.  

(City or Town where signed)

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

To: Board of Trustees

Date: June 24, 2008

From: Superintendent/President

Subject: PE Complex Portables – Electrical Utilities for Shower Portable Project (850F)
Award Construction Contract

Reason for Board Consideration:

Enclousure(s):

ACTION – AWARD

None

BACKGROUND:

Leased Portable Shower Units, to accompany the current PE Complex Portables village while the Diamond PE Center is under construction, will require temporary electrical power connections.

Formal bids for this electrical utility work were opened on Tuesday, June 10, 2008 at 2 PM. One responsive bid was received.

The District recommends that the Board award a construction contract to the (low) responsive bidder, Electrix in the amount of $26,990 pending successful completion of the five-day bid protest period.

FISCAL IMPACT:

The engineer’s estimate for this project is $27,000. The contract ($26,990) will be paid from bond funds.

RECOMMENDATION:

The President/Superintendent recommends that the Board award a construction contract for the PE Complex Portables – Electrical Utilities for Shower Portable Project (850F) to Electrix in the amount of $26,990 following the successful completion of the five (5) day bid protest period.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Approve Project Stabilization Agreement

Date: June 24, 2008
Item & File No.: C.10.D.3

Reason for Board Consideration:

ENCLOSURE(S):

ACTION APPROVAL
Project Stabilization Agreement

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

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

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

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

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

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

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

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

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

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

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

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

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

---

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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

for the

MARIN COMMUNITY COLLEGE DISTRICT

PREAMBLE

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

Recitals

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

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

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

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

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

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

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

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

ARTICLE 1

PURPOSE

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

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

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

ARTICLE 2

SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

2.9.6 All work by employees of the District.

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

ARTICLE 3

SUBCONTRACTS

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

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

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

3.5 Each Contractor(s), which includes all subcontractors of any tier performing work on the Project, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

3.6 Signatory Contractors:

3.6.1 (A) With regard to any Contractor that is independently signed to any Schedule A Master Labor Agreement ("MLA"), this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection (B) of this Article. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence of subcontracting obligations and restrictions that exist between craft unions and their respective signatory contractors under a MLA, except as specifically set forth in subsection (B) of this Article.

(B) If a craft union ("aggrieved union") believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (A) of this Article, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection (A) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the former shall be null and void ab initio.
ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.

4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.

4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

5.1.1 Withholding of employees for failure of a Contractor(s) to make trust fund contributions as required in accordance with Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

Should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are
satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the Contractor, the Coordinator and/or the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the Contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the Contractor agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the Contractor further agrees that the District may issue joint checks to the Contractor and the Trust Fund(s) until the delinquency is satisfied.

5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor on said contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the Union and employers agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor’s option, the Contractor may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the new or modified Master Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective date which is applicable to employees employed on a project within seven (7) days after notification by the Union.

5.2 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons
in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the District's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.

5.3 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.

5.4 Upon written facsimile or electronic mail notice of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

5.5 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.5.1 The party invoking this procedure shall immediately notify Gerald McKay who the parties agree shall be the permanent Arbitrator under this procedure. William Riker shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

5.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

5.5.3 The Arbitrator shall notify the parties by facsimile, electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.5.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

5.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

5.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractor(s).

5.5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.
ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

6.1 Notwithstanding any provision in this Agreement to the contrary, the following language is specifically agreed to for the resolution of any Jurisdictional Disputes which may arise during the construction which is specifically covered by this Agreement. This agreement regarding resolution of jurisdictional disputes shall apply only to such disputes arising on this Project.

6.2 The contractor shall assign work on the basis of traditional craft jurisdictional lines. It is agreed that the craft assignment of work to a respective craft shall be the determining factor for proper wage payment as required under Article 16 of this Agreement.

6.3 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions. Individuals violating this section shall be subject to immediate discharge.

6.4 When conflicting claims for work on the Project are submitted to an Employer, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building & Construction Trades Department, or by the Mechanical Allied Crafts (MAC) Jurisdictional Dispute Resolution Procedure, or by the Northern California Basic Crafts Construction Alliance (NCBCA) Jurisdictional Dispute Resolution Procedure. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building & Construction Trades Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more Unions affiliated with the NCBCA, such dispute shall be resolved under the NCBCA Procedure.

6.5 Notwithstanding any procedure agreed to by the General Presidents of the affected unions, in the event a jurisdictional dispute arises between two or more Unions that are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as specifically set forth in Section 6.6.

6.6 In the event a jurisdictional dispute arises, either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:
The dispute shall be submitted to expedited arbitration before an Arbitrator serving on the Panel of Permanent Arbitrators.

The Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Robert Hirsch, Thomas Angelo, and Barry Winograd. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Such striking shall take place within three (3) days. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. If a party does not make itself available for striking within three (3) days, the other party can select the Arbitrator. The Arbitrator shall render his decision within three (3) days of the hearing.

In rendering his decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record that was unabrogated as of January 1, 2007, or applicable agreement, including a disclaimer agreement, between the National or International Unions or Locals to the dispute, that was in effect at the time the dispute arose, governs;

2. If the Arbitrator cannot resolve the matter based on No. 1 then if the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute, prior to the hearing, that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, the Arbitrator shall rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job as a prevailing practice, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

3. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

4. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good
management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

5. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator’s decision shall only apply to the job in dispute.

6. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

7. The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

8. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

6.7. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

6.8. The Arbitrator shall have no authority to undertake any action to enforce his decision after a hearing beyond informing the affected parties of his decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.
ARTICLE 7

COORDINATOR

7.1 Michael J. Vlamling, as the Coordinator, is responsible for the administration and application of this Agreement.

7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

8.1 The parties to this Agreement will form a Joint Labor-Management Committee consisting of equal numbers of representatives selected by the Council and the Coordinator, to be chaired jointly by a representative of each. The Committee may form sub-committees to consider and advise the full Committee with regard to any issues affecting this Agreement and the Project. A joint Labor/Management meeting will be held on a regular basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These regular meetings will also include discussion of the scheduling and productivity on work performed on the Project.

8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor’s contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held at the offices of Carpenters Union, Local No. 35, 647 Linderoro Street, San Rafael, California. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract.

8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.2 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor’s proposed assignment of work shall have seven (7) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.
8.4 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

9.1.1 Plan, direct and control the operation of all the work.

9.1.2 Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Collective Bargaining Agreement shall be recognized.

9.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.

9.1.4 Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

9.1.5 Discharge, suspend or discipline employees under the applicable craft agreement.

9.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with the applicable local collective bargaining agreement.

9.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 21).

9.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
ARTICLE 10

WORK RULES

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).

10.4 Slowdowns, standby crews and featherbedding practices will not be tolerated.

10.5 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District or others who are not covered by this Agreement including, but not limited to, maintenance and operations.

10.6 Contractors shall provide rest periods in accordance with Industrial Welfare Commission Order No. 16-2001 regulating wages, hours and working conditions for certain on-site occupations in the construction, drilling, logging and mining industries. Any dispute regarding rest and meal periods this section shall be resolved exclusively under the provisions of Article 11 of this Agreement.

10.7 All foremen will remain with their crews and supervise such crews in the performance of their duties.

10.8 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.

10.9 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.
ARTICLE 11

GRIEVANCE PROCEDURE

11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike/No-Lockout procedure shall be governed by the following grievance and arbitration procedures.

11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Contractors(s) first knowledge of the grievance.

11.3 Grievances shall be settled according to the following Steps:

Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution.

Step 3: In the event the matter remains unresolved in Step 2, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 4: The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: Thomas Angelo, Gerald McKay, William Riker, Robert Hirsch and Jeri Lou Cossack. The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the affected Union(s) and the affected Contractor(s). The Arbitrator's decision shall be confined to the
question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

11.4 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

11.5 Where an issue is addressed in this Agreement and the local collective bargaining agreement, this Agreement shall prevail. Where an issue is addressed in the local collective bargaining agreement and not in this Agreement, the local collective bargaining agreement shall control.

11.6 Grievances between a Union and a Union-signatory contractor involving interpretation or application of the applicable local collective bargaining agreement shall be governed by the grievance procedures contained in such local collective bargaining agreement.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

12.2 No employee covered by this Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of referral shall maintain that membership while employed on a Project subject to this Agreement. All employees shall comply with the Union Security provision of the applicable craft local collective bargaining agreement for the period during which they are performing Project construction work on the property of the District, except as modified by this Agreement. The Contractor(s) agree to deduct initiation fees, Union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the applicable Union or Council.

12.3 Authorized representatives of the Unions shall have access to the site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.

12.4 A Steward shall be a working journeyman appointed in writing by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties
as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.

12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.

12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13

REFERRAL PROCESS

13.1 The Union(s) shall be the sole source of all craft labor employed on the Project. However, in the event that a Contractor(s) has its own core workforce, the Contractor may request by name, and the Union shall honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications ("Core Employees"): (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;

(2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior two (2) years;

(3) were on the Contractor’s active payroll for at least sixty (60) calendar days prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

13.2 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor’s Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor’s crew requirements are met or until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor’s work the ratio shall be maintained and when the Contractor’s workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors
signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.

13.3 All contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.

13.4 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source ("Alternative Employees"). Upon hiring employees from an alternative source pursuant to this section, the Contractor shall immediately notify the appropriate Local Union of the name and address of the alternative source employee hired, which employee shall be bound by the provisions of this Article.

13.5 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents within the District to meet the needs of the Project and the requirements of the industry generally.

13.6 Helmets to Hardhats. The Parties recognize the Council’s participation in the “Helmets-to-Hardhats” Program and the District’s desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran’s Employment ("Center") and the orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.
13.7 The Unions and Contractors recognize the District’s desire to provide an increased awareness of construction training and employment opportunities for students of and residents within the District. The Unions and Contractors shall support the development of instructional/educational partnerships and/or programs at District sites and/or within the District, including a focus on green/sustainable construction practices and technology.

ARTICLE 14

NON-DISCRIMINATION

14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law. The parties to this agreement understand and agree that nothing in this agreement shall supersede or take precedence over any board policy or requirement including, but not limited to, the construction contract and general conditions for the project.

ARTICLE 15

APPRENTICES

15.1 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the local workforce within the community served by the College of Marin, and to recruit and encourage the participation of College of Marin students and graduates and residents of the County of Marin in the construction industry. To these ends, the parties will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will facilitate and encourage College of Marin students and graduates and residents of Marin County to commence and progress in such apprenticeship programs.

15.2 Each contractor or subcontractor performing work covered by this Agreement shall employ on its regular workforce at least one (1) eligible College of Marin student or graduate who is enrolled and participating in an approved construction training course, program, pre-apprenticeship and/or Joint Apprenticeship Program serving the local residence area as soon as such contractor or subcontractor has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. Such Apprenticeship Program must have been approved by the State of California,
Division of Apprenticeship Standards and shall have graduated at least an average of ten (10) apprentices annually for at least the past five (5) years. This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards, has approved an Apprenticeship Program. A properly indentured apprentice must be employed under the regulations of the craft or trade at which he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered. If an apprentice is not available for referral to a Contractor when such Contractor is required to employ an apprentice pursuant to this subsection, the Contractor shall maintain an open request for such referral as long as its obligations to employ the apprentice exists. The requirement of this subsection does not relieve the Contractor and signatory Unions of the obligations contained in the remainder of this Article.

15.3 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage permitted by the Schedule A or applicable Joint Apprenticeship Committee. The apprentice ratio for each-craft shall be in compliance, at a minimum, with the applicable provision(s) of the Labor Code relating to utilization of apprentices. To encourage the training and utilization of apprentices, the College District shall encourage all contractors to employ apprentices when work is available for which they are qualified.

15.4 In recognition of the College of Marin's desire to have District-trained students employed on its Project(s), a subcommittee of the Labor Management Committee established pursuant to Article 8 shall be established, jointly chaired by a designee of the District and a designee of the Council, to work with representatives of each signatory craft's apprenticeship committee and of the College of Marin to establish appropriate criteria and procedures for recognition by the Joint Apprenticeship Committees of the education and work experience possessed by students and/or graduates of the College of Marin toward qualifying for advanced levels in the apprenticeship programs under the direction of such Joint Apprenticeship Committees. Further, the subcommittee shall work to expand construction training courses, programs, pre-apprenticeship, and Joint Apprenticeship programs for College of Marin-related individuals and for residents of Marin County, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions.

15.5 The signatory Unions recognize the importance to the College of Marin Board of Trustees of providing College of Marin students and graduates with the opportunity to participate both in the Signatory Union's Apprenticeship Programs and the opportunity to work on the Project(s) under this Agreement, and will cooperate fully in encouraging the establishment of such recognition by the Joint Apprenticeship Committees in which they participate. The subcommittee shall meet as necessary, at the call of the Joint Chairs, to expeditiously facilitate the goals detailed above as soon as this Agreement becomes effective.
15.6 The College District Representative or designee shall prepare quarterly reports on apprentice utilization and the training and employment of College of Marin students and graduates, and local residents for the Board of Trustees' review. The sub-committee may review such reports and make any recommendation for improvement, if necessary, including increasing the availability of skilled Trades, and the employment of local residents, at-risk or disadvantaged individuals or other individuals who should be assisted with appropriate training for qualification for entry into apprenticeship programs.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local collective bargaining agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable local collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.

16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.
16.6 Wage rates, fringe benefits or working conditions negotiated in local collective bargaining agreements which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

17.1 The hours of work, establishment of overtime and the establishment of shifts and shift pay shall be governed by the applicable local collective bargaining agreement for each craft. It is understood that the District may, at its discretion, establish a uniform starting time and/or ending time that will be specified in the bid announcement for each contract. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

17.2 To the extent permitted by the applicable provisions of the California Labor Code, and the Master Agreement, the Contractor(s), with one week notice to the Union(s), may establish a four (4) day per week, ten (10) hour per day work shift. The regular work week shall be from Monday through Thursday.

ARTICLE 18

HOLIDAYS

18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

ARTICLE 19

REPORTING PAY

19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid in accordance with the applicable local collective bargaining agreement.
19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.

19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

19.2 It will not be a violation of this Agreement when the District or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the District or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 20

TRAVEL, SUBSISTENCE and ZONE PAY

20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

ARTICLE 21

HEALTH AND SAFETY

21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s).

21.3 The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable craft local collective bargaining agreement(s). The Contractor(s) and Union(s) understand that the District facilities are smoke free sites.
ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT andTOOLS

22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).

22.2 All employees will comply with the reasonable security procedures established and published by the Contractor(s) and the District.

22.3 Theft and/or loss of the District's tools and equipment is a major concern on the Project. The District's Security Regulations will be strictly enforced.

22.4 Violations or failure to comply with the District's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

ARTICLE 23

CALL-INS

23.1 Call-ins will be governed by the applicable craft local collective bargaining agreement.

ARTICLE 24

MISCELLANEOUS PROVISIONS

24.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

24.2 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

24.3 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board.
ARTICLE 25

ENTIRE AGREEMENT

25.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the working rules, by-laws, constitution and other similar documents of the Unions or other Collective Bargaining Agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.

25.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the District.

ARTICLE 26

GENERAL SAVINGS CLAUSE

26.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.
ARTICLE 27

DURATION OF AGREEMENT

27.1 This Agreement shall become effective on the day the District Board ratifies this Agreement and shall continue in full force and effect until Notice of Completion is issued on Projects identified in Exhibit B. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.
EXHIBIT A

PROJECT STABILIZATION AGREEMENT

for the

MARIN COMMUNITY COLLEGE DISTRICT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the __________________________ Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization for the Marin Community College District" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: __________________________

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor) __________________________

(Authorized Officer & Title)

(Address)

(Phone) (Fax)
EXHIBIT B

To the

PROJECT STABILIZATION AGREEMENT

For the

MARIN COMMUNITY COLLEGE DISTRICT

PROJECT LIST

This Project Stabilization Agreement shall apply to the following construction projects:

1. **Science/Math/Central Plant Building (Kentfield Campus)**
   - Projected Bid Date: Q2 2009
   - Projected Construction Dates: Q3 2009-Q4 2010

2. **Main Building (Indian Valley Campus)**
   - Projected Bid Date: Q2 2008
   - Projected Construction Dates: Q3 2008-Q4 2009
SIGNATURES

Marin Community College District

Al J. Harrison,
Vice President of College Operations

Marin County Building
& Construction Trades Council

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos Workers, Local #16

Bricklayers & Allied Craftsmen, Local #3

Boilermakers, Local #549

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers & Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional Council (on behalf of Carpenters, Local #35; Lathers, Local #9109; Millwrights, Local #102; Pile Drivers, Local #34)

Construction & General Teamsters Union, Local #614 624

Marin Community College District
Project Stabilization Agreement
SIGNATURES

Marin Community College District

Al J. Harrison,
Vice President of College Operations

Marin County Building
& Construction Trades Council

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local # 9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614
SIGNATURES

Marin Community College District

Marin County Building
& Construction Trades Council

Al J. Harrison,
Vice President of College Operations

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local # 9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614
**SIGNATURES**

Marin Community College District

---

Marin County Building & Construction Trades Council

---

Al J. Harrison, Vice President of College Operations

---

James B. Scott, Secretary-Treasurer

---

**Signatory Unions:**

---

Heat & Frost Insulators and Asbestos Workers, Local #16

---

Boilermakers, Local #549

---

Bricklayers & Allied Craftsmen, Local #3

---

Electrical Workers, Local #551

---

Elevator Constructors, Local #8

---

Operating Engineers, Local #3

---

Roofers, Local #81

---

Sheet Metal Workers Local #104

---

Sprinkler Fitters Local #483

---

Teamsters, Local #70

---

United Association of Plumbers & Steamfitters, Local #38

---

Iron Workers Local #377

---

Northern California Carpenters Regional Council (on behalf of Carpenters, Local #35; Lathers, Local #9109; Millwrights, Local #102; Pile Drivers, Local #34)

---

Construction & General Teamsters Union, Local #614

---
SIGNATURES

Marin Community College District
Al J. Harrison, Vice President of College Operations

Marin County Building & Construction Trades Council
James B. Scott, Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos Workers, Local #16
Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3
Electrical Workers, Local #551

Elevator Constructors, Local #8
Operating Engineers, Local #3

Roofers and Waterproofers, Local #81
Sheet Metal Workers Local #104

Sprinkler Fitters Local #483
Teamsters, Local #70

United Association of Plumbers & Steamfitters, Local #38
Iron Workers Local #377

Northern California Carpenters Regional Council (on behalf of Carpenters, Local #35; Lathers, Local #9109; Millwrights, Local #102; Pile Drivers, Local #34)
Construction & General Teamsters Union, Local #614
SIGNATURES

Marin Community College District

Al J. Harrison,
Vice President of College Operations

Marin County Building
& Construction Trades Council

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local #9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614

Marin Community College District
Project Stabilization Agreement
Page 30 of 35
SIGNATURES

Marin Community College District

Marin County Building
& Construction Trades Council

Al J. Harrison,
Vice President of College Operations

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local # 9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614
SIGNATURES

Marin Community College District
Marin County Building
& Construction Trades Council

Al J. Harrison,
Vice President of College Operations

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local #9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614
SIGNATURES

Marin Community College District

______________________________
Al J. Harrison,
Vice President of College Operations

Marin County Building
& Construction Trades Council

______________________________
James B. Scott,
Secretary-Treasurer

Signatory Unions:

Mel Breslow
Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local #9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614
SIGNATURES

Marin Community College District

Marin County Building
& Construction Trades Council

Al J. Harrison,
Vice President of College Operations

James B. Scott,
Secretary-Treasurer

Signatory Unions:

Heat & Frost Insulators and Asbestos
Workers, Local #16

Boilermakers, Local #549

Bricklayers & Allied Craftsmen, Local #3

Electrical Workers, Local #551

Elevator Constructors, Local #8

Operating Engineers, Local #3

Roofers, Local #81

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Teamsters, Local #70

United Association of Plumbers
& Steamfitters, Local #38

Iron Workers Local #377

Northern California Carpenters Regional
Council (on behalf of Carpenters,
Local #35; Lathers, Local #9109;
Millwrights, Local #102;
Pile Drivers, Local #34)

Construction & General Teamsters
Union, Local #614
SIGNATURES

Northern California District Council of Laborers (On behalf of Hod Carriers, Local #186, Laborers Local #291)

Painters & Allied Trades, District Council 36 (on behalf of Sign Display, Local #510)

District Council No.16, Northern California & Northern Nevada International Union of Painters & Allied Trades

District Council of Plasters & Cement Masons of Northern California
SIGNATURES

Northern California District Council of Laborers (On behalf of Hod Carriers, Local #166, Laborers Local #291)

District Council No.16, Northern California & Northern Nevada International Union of Painters & Allied Trades

Painters & Allied Trades, District Council 36 (on behalf of Sign Display, Local #510)

District Council of Plasters & Cement Masons of Northern California
SIGNATURES

Northern California District Council of Laborers (On behalf of Hod Carriers, Local #166, Laborers Local #291)

Painters & Allied Trades, District Council 36 (on behalf of Sign Display, Local #510)

District Council No.16, Northern California & Northern Nevada International Union of Painters & Allied Trades

District Council of Plasters & Cement Masons of Northern California
Notwithstanding any provision to the contrary in the Marin Project Stabilization Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Stabilization Agreement will apply to such work.

MARIN COMMUNITY COLLEGE DISTRICT

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

Al J. Harrison, Vice President of College Operations

Date ________________________________

Date 3/21/08
MEMORANDUM OF UNDERSTANDING
MARIN COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION AGREEMENT

The parties to this Agreement agree to establish a committee to develop a Construction Career Pathway Partnership ("Partnership") to identify educational and employment opportunities for District students in the construction industry. The committee shall include representatives of the District, Unions and Contractors signatory to this Agreement. Further, as part of this Partnership, the parties agree to mutually support and participate in a one day "Construction Awareness Day" event on each Project identified in Exhibit B at a time in which there is active construction on the Project with the purpose of increasing the awareness for students and residents of the District regarding potential careers in the construction industry. Craft workers will be compensated for the time necessary to sufficiently clean the work site to accommodate each one day event. Those craft workers involved in the skill demonstrations during each one day event will participate on a voluntary basis.

MARIN COMMUNITY COLLEGE DISTRICT

MARIN COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

Al J. Harrison, Vice President of College Operations

Date

Date 5-19-08
Letter of Understanding re: Prefabrication

Mr. Larry Mazzola, Business Manager
United Association, Local 38

Re: College of Marin Project Labor Agreement
   Article 2, Section 2.3, Choice of Materials, and
   Article 9, Management Rights: Prefabrication

Dear Mr. Mazzola:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Articles 2, Section 2.3 and Article 9, of the Agreement for work performed in the geographical jurisdiction of Local 38. Consistent with the provisions of those Articles, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized as such.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of U.A. members is to be done off-site, this work will be performed in the Bay Area at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in this area under the prevailing wage laws for employees represented by the United Association.

The United Association recognizes that the timely completion of this Project is vital to the College District and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication outside the jurisdiction of Local 38 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The Marin Community College District or designated representative and Local 38 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. Local 38 will not unreasonably withhold its consent to such accommodations and Local 38 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 2, Section 2.3 and Article 9, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,

Al J. Harrison, Vice President of College Operations
Marin Community College District

Agreed and accepted this ___ day of ___-___-___ 2008.
United Association Local 38

By: 
Larry Mazzola, Business Manager

Marin Community College District
Project Stabilization Agreement
Page 34 of 35
Letter of Understanding re: Prefabrication

Mr. Bruce Word, Business Manager
Sheet Metal Workers Union, Local 104

Re: College of Marin Project Labor Agreement
Article 2, Section 2.3, Choice of Materials, and
Article 9, Management Rights: Prefabrication

Dear Mr. Word:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Articles 2, Section 2.3 and Article 9, of the Agreement. Consistent with the provisions of those Article, the on-site fabrication and installation of sheet metal manufactured components which are customarily the work of Sheet Metal Workers’ members will continue to be recognized as such.

As you know from the discussions in negotiations, fabrication work recognized by this letter as customarily the work of Sheet Metal Workers’ members is to be done off-site, this work will be performed in Bay Area shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the Sheet Metal Workers Union, unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers Union recognizes that the timely completion of this Project is vital to the College District and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the Sheet Metal Workers Union agrees to cooperate in accommodating the reasonable needs of the Project. The Project Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers Union will not unreasonably withhold its consent to such accommodations and Local 104 agrees to install on-site prefabricated components fabricated pursuant to the terms of this letter without limitation. The Parties will make every effort to keep an open channel of communication to insure that both Parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 2, Section 2.3 and Article 9, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,

Al J. Harrison, Vice President of College Operations

Agreed and accepted this________ day of____________ 2008.
Sheet Metal Workers Local Union #104

By:________________________________________
Bruce Word, Business Manager
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To: Board of Trustees</th>
<th>Date: June 24, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: Superintendent/President</td>
<td>Item &amp; File No. C.12.A</td>
</tr>
<tr>
<td>Subject: Contracts and Agreement for Services Report—May 2008</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
</tr>
</tbody>
</table>

INFORMATION

Attachment

BACKGROUND:

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.

Administrator Initiating Item: Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0202510</td>
<td>Education to Go</td>
<td>Microcomputer Center</td>
<td>$1,100.00</td>
</tr>
<tr>
<td></td>
<td>Online classes for April 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202511</td>
<td>Education to Go</td>
<td>Microcomputer Center</td>
<td>$1,150.00</td>
</tr>
<tr>
<td></td>
<td>Online classes for May 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202512</td>
<td>Education to Go</td>
<td>Microcomputer Center</td>
<td>$1,400.00</td>
</tr>
<tr>
<td></td>
<td>Online classes for June 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202526</td>
<td>Trudy Largent &amp; Associates</td>
<td>Human Resources</td>
<td>$6,915.75</td>
</tr>
<tr>
<td></td>
<td>Investigation and documentation services of the Sexual</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Harassment set of circumstances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202535</td>
<td>Sonoma County Education Legal</td>
<td>College Operations</td>
<td>$23,808.00</td>
</tr>
<tr>
<td></td>
<td>Purchase Additional Retainer Hours for Legal Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for 07/08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202536</td>
<td>Law Office of Larry Frierson</td>
<td>College Operations</td>
<td>$9,751.20</td>
</tr>
<tr>
<td></td>
<td>Legal services for UPM Arbitration March 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202537</td>
<td>Law Office of Larry Frierson</td>
<td>College Operations</td>
<td>$8,200.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for CSEA, UPM and SEIU Negotiations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>March 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202546</td>
<td>Prestige Graphics, Inc</td>
<td>Admissions &amp; Records</td>
<td>$8,473.22</td>
</tr>
<tr>
<td></td>
<td>Printing and postal services of the Student notification</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>letter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202568</td>
<td>Ewing Consulting Services</td>
<td>Human Resources</td>
<td>$11,285.00</td>
</tr>
<tr>
<td></td>
<td>Equity Study consulting services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202573</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Community Relations</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for May 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202580</td>
<td>Timothy Porter</td>
<td>Community Relations</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Photography services for commencement 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202593</td>
<td>Ikon Office Solutions</td>
<td>Logistics</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Service/maintenance contracts for satellite copiers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202594</td>
<td>Pitney Bowes Postage By Phone</td>
<td>Logistics</td>
<td>$20,000.00</td>
</tr>
<tr>
<td></td>
<td>Mailing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202595</td>
<td>Marin Independent Journal</td>
<td>Logistics</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services in the TV guide section.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202596</td>
<td>Carrier Commercial Services</td>
<td>Maintenance</td>
<td>$2,255.92</td>
</tr>
<tr>
<td></td>
<td>Repair services for chiller unit, includes parts.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Contracts and Agreement for Services
### OVER $1,000.00
#### MONTHLY REVIEW

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0202620-3</td>
<td>Perfect Timing</td>
<td>Performing Arts</td>
<td>$3,448.65</td>
</tr>
<tr>
<td></td>
<td>Temporary services for Box Office Assistant.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P020262</td>
<td>Professional Personnel Leasing</td>
<td>College Operations</td>
<td>$32,878.50</td>
</tr>
<tr>
<td></td>
<td>Consulting services for enrollment services, March 3-June 30, 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202669</td>
<td>University of California San Francisco</td>
<td>Life and Earth Sciences</td>
<td>$2,400.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services to use 2 cadavers for anatomy labs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202673</td>
<td>Carol Ivy</td>
<td>Logistics</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Video production services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202674 &amp; 7</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Community Relations</td>
<td>$4,600.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for radio and television for May 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202686</td>
<td>Dorius &amp; Mac Carthy</td>
<td>Maintenance</td>
<td>$1,760.00</td>
</tr>
<tr>
<td></td>
<td>Testing services for the backflow device, yearly, 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202757</td>
<td>JH Technologies, Inc</td>
<td>Life and Earth Sciences</td>
<td>$2,413.60</td>
</tr>
<tr>
<td></td>
<td>Service/maintenance agreement for 38 Leica microscopes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202760</td>
<td>Steris Corporation</td>
<td>Life and Earth Sciences</td>
<td>$1,150.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service of biology equipment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202772</td>
<td>Elizabeth Bell</td>
<td>Music</td>
<td>$1,925.00</td>
</tr>
<tr>
<td></td>
<td>Piano tuning services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202817</td>
<td>Student Insurance</td>
<td>Presidents Office</td>
<td>$8,820.00</td>
</tr>
<tr>
<td></td>
<td>Student insurance services for Spring/Spring Summer 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202841</td>
<td>Trudy Largent &amp; Associates</td>
<td>Human Resources</td>
<td>$7,331.25</td>
</tr>
<tr>
<td></td>
<td>Investigation and documentation of discrimination set of circumstances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202847</td>
<td>Folger Graphics, Inc</td>
<td>Community Education</td>
<td>$16,537.06</td>
</tr>
<tr>
<td></td>
<td>Printing services for the Spring Class Schedules.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202895</td>
<td>North State Environmental</td>
<td>Police</td>
<td>$6,495.00</td>
</tr>
<tr>
<td></td>
<td>Hazardous pick-up and removal services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202942</td>
<td>David Paul Morris</td>
<td>Community Relations</td>
<td>$1,350.00</td>
</tr>
<tr>
<td></td>
<td>Photography services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202953</td>
<td>Firemaster</td>
<td>Maintenance</td>
<td>$2,155.00</td>
</tr>
<tr>
<td></td>
<td>Service for yearly fire extinguisher fill/check.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202959</td>
<td>Ewing Consulting Services</td>
<td>Human Resources</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Benefits survey services for the College.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0202972</td>
<td>Trudy Largent &amp; Associates</td>
<td>Human Resources</td>
<td>$6,287.50</td>
</tr>
<tr>
<td></td>
<td>Investigation and documentation services for the Sexual Harassment set of circumstances.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202973</td>
<td>Hertz Equipment Rental</td>
<td>Student Affairs</td>
<td>$2,508.43</td>
</tr>
<tr>
<td></td>
<td>Equipment rental services for Commencement 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202974</td>
<td>Law Office of Larry Frierson</td>
<td>College Operations</td>
<td>$11,700.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for CSEA and SEIU Negotiations April 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202975</td>
<td>Law Office of Larry Frierson</td>
<td>College Operations</td>
<td>$14,178.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for UPM Arbitration April 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202975</td>
<td>Law Office of Larry Frierson</td>
<td>College Operations</td>
<td>$2,200.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for sabbatical grievance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202984</td>
<td>Print Inkorporated/Paul Giampaoli</td>
<td>Student Affairs</td>
<td>$9,314.99</td>
</tr>
<tr>
<td></td>
<td>Printing services of the 2008 Student Handbooks.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203004</td>
<td>Center for Attitudinal Healing</td>
<td>Community Education</td>
<td>$1,267.20</td>
</tr>
<tr>
<td></td>
<td>Instructor services for attitudinal healing class.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0202628</td>
<td>Perfect Timing</td>
<td>Student Development</td>
<td>$8,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for Cal/Works office tech.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202646</td>
<td>WR Forde Construction</td>
<td>Human Resources</td>
<td>$4,998.00</td>
</tr>
<tr>
<td></td>
<td>Construction services for Kentfield curb and AC Berm replacement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202672</td>
<td>Barbara Garfien</td>
<td>Presidents Office</td>
<td>$3,231.32</td>
</tr>
<tr>
<td></td>
<td>Support services for the President’s Office.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202799</td>
<td>Barbara Garfien</td>
<td>Presidents Office</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Coordination services for the President’s Circle for May and June 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202683</td>
<td>CAPP Associates</td>
<td>Human Resources</td>
<td>$3,730.68</td>
</tr>
<tr>
<td></td>
<td>ASAP testing service contract for College, 06/07 and 07/08.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202874</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Workforce Development</td>
<td>$15,000.00</td>
</tr>
<tr>
<td></td>
<td>Production services for three stand alone videos, Early Childhood Education, Court Reporting and Environmental Landscaping.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202963</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Workforce Development</td>
<td>$1,116.80</td>
</tr>
<tr>
<td></td>
<td>Production services for general video.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202964</td>
<td>Marie Judson</td>
<td>Workforce Development</td>
<td>$1,116.80</td>
</tr>
<tr>
<td></td>
<td>Program development services for Career Education Program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------------------------------</td>
<td>------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>P0202965</td>
<td>Santa Rosa Junior College</td>
<td>Workforce Development</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Grant writing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203017</td>
<td>Joan Roane</td>
<td>Vocational Education</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Facilitation services for the Foster Parent Program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0203018</td>
<td>Megan Chestnut</td>
<td>Vocational Education</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Facilitation services for the Foster Parent Program.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Measure C**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0202727</td>
<td>Marin Catholic High School</td>
<td>Measure C</td>
<td>$2,400.00</td>
</tr>
<tr>
<td></td>
<td>Rental services for off season basketball practice 3/31 to 5/21/2008, 5-7 am.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202729</td>
<td>Novato Advance</td>
<td>Measure C</td>
<td>$1,305.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for Community Forums for the Kentfield and IVC campuses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202729</td>
<td>Marin Independent Journal</td>
<td>Measure C</td>
<td>$3,888.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for Community Forums for the Kentfield and IVC campuses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202808</td>
<td>Perfect Timing</td>
<td>Measure C</td>
<td>$13,513.50</td>
</tr>
<tr>
<td></td>
<td>Temporary clerical support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202862</td>
<td>Mcgraw-Hill Construction Reg Publications</td>
<td>Measure C</td>
<td>$1,748.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for 12kv Utility Extension project, run 3/12 &amp;3/18/08.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202896</td>
<td>Lee McDonald</td>
<td>Measure C</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Services to implement the CCCApply/Banner Interface.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202947</td>
<td>All City Management Services</td>
<td>Measure C</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Crossing guard services for College, from 4/28 to 6/13/2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202950</td>
<td>Statewide Educational Wrap Up Program</td>
<td>Measure C</td>
<td>$5,659.02</td>
</tr>
<tr>
<td></td>
<td>Owner Controlled Insurance Program for the Geothermal projects KTD &amp; IVC.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202955</td>
<td>Statewide Educational Wrap Up Program</td>
<td>Measure C</td>
<td>$286,607.00</td>
</tr>
<tr>
<td></td>
<td>Owner Controlled Insurance Program for Diamond PE Center alterations project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202956</td>
<td>Keenan &amp; Associates</td>
<td>Measure C</td>
<td>$87,191.00</td>
</tr>
<tr>
<td></td>
<td>Owner Controlled Insurance Program for Diamond PE center alterations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202958</td>
<td>Keenan &amp; Associates</td>
<td>Measure C</td>
<td>$13,908.16</td>
</tr>
<tr>
<td></td>
<td>Owner Controlled Insurance Program for Geothermal Field projects KTD and IVC.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>